



## **RULES, REGULATIONS, TERMS AND CONDITIONS**

- **VENDOR PERMIT**

Required permits/licenses must be in place prior to the first Saturday of the GreenMarket. It is the vendor's responsibility to provide all required licenses and permits.

- **EQUIPMENT**

It is the vendor's responsibility to supply a white tent, a minimum of four 25 lb. weights, tables, tarp covering for pavers, scales, display materials, at least one garbage can, garbage liners, brooms, electrical cords, cash floats, etc. Chairs are not recommended. Vendor must throw out all garbage themselves at the provided dumpster. Any and all cooking under (or around) a tent requires a fire inspection. All cooking requires a minimum 10 lb ABC fire extinguisher in close proximity, certified with a current service tag from a fire extinguisher company. Home Depot/Lowes type without a service tag is not acceptable. Canopy for cooking tents and/or with seating under them shall be certified fire retardant with documented proof provided.

- **SIGNAGE**

Mandatory signage will be ordered by the City of West Palm Beach for new vendors. New vendors Will be charged \$26 on their first month's payment. It is the vendor's responsibility to transport and display sign during each GreenMarket. You must also provide signage that posts all prices of products. Food products must be fully labeled OR sign stating "ingredients available upon request" ...ingredient listing book must be in vendor's booth at all times.

- **VENDOR BOOTH SPACE**

City of West Palm Beach GreenMarket Staff will work with vendors on site location; however, GreenMarket Staff reserves the right to assign location and size of booth space rented. Vendors will be assigned a vendor space for the season. However, vendors may be subject to relocation. Staff will make every effort to keep all vendors at their assigned locations throughout the season; however during the two week setup and breakdown for the Palm Beach Boat Show and Race for the Cure some vendors may be relocated. Any vendor may be relocated at the discretion of city staff. No subletting or sharing of space is permitted. Vendors are required to remain within their respective lot space. Vendor's products and set-up must not be placed beyond booth space boundaries. Vendors may not have tables, chairs, boxes, equipment, and coolers etc. which sit outside their vendor space. Any sampling of items must be done from within the vendor's booth space and must be from the approved items list.

- **FINANCE**

- ✓ Monthly Farmer/Grower: 10' \$100 / 20' \$150 / 30' \$200
- ✓ Monthly Vendor: 10' \$200 / 20' \$300 /30' \$400
- ✓ Vendors are responsible for collecting their own sales tax.

- Vendors will pay by booth frontage space. Ten (10) feet of frontage has a base fee with additional frontage possible up to 30'

- Vendors Payment can be made as follows:

- ✓ On-line via <http://wpb.org/parks/> Call 561-822-1515 for username and password
- ✓ Made in person at Parks & Recreation or Community Events, 3rd Floor, 8:30a.m. to 5:00p.m. Monday – Friday
- ✓ Payment by phone with credit card (Visa, Mastercard Only)
- ✓ No payments will be taken on-site on Saturdays, No payment, No set-up, No exceptions!

- **SET-UP / BREAKDOWN / CLEAN-UP**

- ✓ **SET-UP** begins at 7:00.a.m. and every vendor **MUST** be completely set up by 8:45 a.m. Vehicles **MUST** be removed by 8:30 a.m. No vehicles will be allowed on-site after 8:45am. Street barriers must never be moved. Danger to patrons and vendors will prohibit future participation.
- ✓ **BREAKDOWN** starts at 1:00 p.m. Even if vendor sells out, the vendor must remain in vendor's booth until 1:00 p.m. Signage should explain why sell-out, for customers' benefit. Breakdown before 1:00 p.m. will result in expulsion from the West Palm Beach GreenMarket and prohibition of future participation. Vendors **MUST BE BROKEN DOWN BY 3:00 p.m!**
- ✓ **CLEAN-UP** Every item you bring must be removed by you. Please stay at your booth until your employees have completed all clean-up. No debris, boxes, flower trimmings, or other material left behind, even by customers, shall be left at your booth. Vendors are required to cover the bottom of their area to avoid any soil or damage to the sidewalk, pavers or pavement. Power cleaning charges will be charged back to the vendor. All garbage bags and cardboard boxes (flattened) must be placed into the dumpster in the alleyway behind Drama Works by the vendor. Failure to comply with any of these clean-up rules will result in a \$20.00 fine per instance in addition to any cleaning fees which must be paid before the next Saturday. Multiple fines will result in expulsion from the Greenmarket.

- **DISPLAY AND PRESENTATION**

City of West Palm Beach GreenMarket Staff has the right to control the "VISUAL IMPACT" and overall presentation of the West Palm Beach GreenMarket site, at its discretion.

All health regulation codes are to be adhered to for food storage, display, handling and serving (gloves in food handling, hats and hand washing supplies, food covered, and food products off the ground etc.). See Food Code 2001, FS 500.

If it is determined by GreenMarket staff that a vendor's display is detracting from our overall site presentation, a change or improvement will be required. Vendors will also be required to comply with any sponsorship agreement(s) to the City of West Palm Beach. Copies of the City and GreenMarket sponsors will be provided to each vendor. (Example: Vendors may not sell a product that is a direct competitor of a GreenMarket sponsor.)

- **CANCELLATION POLICY**

In most cases the GreenMarket will not cancel a Saturday in advance of the GreenMarket day. GreenMarket staff will make the decision to cancel on site Saturday morning due to inclement weather. Exceptions to the rule may include weather related or extreme acts of nature, etc. Safety is the GreenMarket's utmost concern.

You may call the GreenMarket hotline at 561-822-1520 for cancellation messages.

All Vendors must notify management, preferably in writing, by Thursday of that week if they will not be able to attend that Saturday's GreenMarket. You may contact the GreenMarket manager by Email [dhamilton@wpb.org](mailto:dhamilton@wpb.org) or call 561-822-1520. Failure to provide notice of absence for two Saturdays will result in loss of space, loss of fees paid in advance and possible termination of future participation. The GreenMarket will be closed on March 24, 2018 due to the Palm Beach Boat Show.

- **ELECTRICAL REQUIREMENTS**

All equipment/appliances/scales and electrical requirements must be listed on the application form. Any additions(s) to this list after submission will require GreenMarket management approval first! Vendors are charged \$20.00/equipment piece per month. Note: Power outages on the event site are beyond our control.

## **AGREEMENT**

1. I have read and understand the terms and conditions described on this application/contract. I have also reviewed each of the West Palm Beach GreenMarket (the "GreenMarket") rules and regulations

and agree to abide by said rules and regulations. Further, I understand that any violations of these rules or hazards will cause immediate revocation of my GreenMarket license.

2. I agree to sell only those products approved by City of West Palm Beach GreenMarket staff.
3. I acknowledge full responsibility for all my activities and actions at the GreenMarket and for those employed or assisting me and I agree to defend, hold harmless and indemnify the City of West Palm Beach and the GreenMarket from any liability, cost damage or expense which arise from my, my employee's or my agent's involvement and operation in the GreenMarket or use of the vendor's space. I will always act professionally with customers, GreenMarket management/staff and fellow vendors. Failure to do so can result in being banned from any participation at the West Palm Beach GreenMarket.
4. I acknowledge that I will not be a vendor until the GreenMarket has received all permits, licenses, and fees, as scheduled and outlined.
5. I accept responsibility for payment of all miscellaneous items as part of this license. Terms are acceptable. NO REIMBURSEMENT will be made for fees paid if I decide to no longer participate at the GreenMarket or I am banned from the GreenMarket.
6. I acknowledge that this agreement is a license and a privilege, and that no leasehold, easement or other interest in land is conferred upon the vendor under the provisions hereof. The City shall have the right to revoke this license for any reason at the City's sole discretion.
7. Electric will be available as it exists currently within the event site. No further alterations or upgrades will be provided by the City of West Palm Beach. All electric issues must be addressed in writing to City of West Palm Beach GreenMarket staff.
8. ALL vendor fees are monthly. Fees are not calculated on a weekly basis. Full payment must be received by the 1st Friday of each month or vendor will not be allowed to set up that Saturday. Additional space is 50% of base fee.
9. The City and its representatives shall have no obligation or liability with respect to this application or the vendor selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of accepting applications and further make no representation as to the exclusivity of any vendor selection. No warranty or representation is made by the City that any application conforming to these requirements will be selected for consideration or approval. The City may accept or reject any applications, may select one or more vendors for a specific selection, may cancel the selection and any such action or other action taken by the City in response to applications submitted or in making a selection or failure or refusal to make any selection shall be without any liability on the part of the City or its agents. The City may request formal presentations by the vendors which may be made before a selection committee and which may include one or more vendor applicants. The City reserves the right to select the vendor which, in the opinion and sole discretion of the City, will be in the best interest of and/or most advantageous to the City. Any vendor applicant who submits an application fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof.
10. GreenMarket management is responsible for enforcing the above stated rules. Violations and recommendations are at the direction and enforcement of GreenMarket management on-site. Continued violation will result in being expelled from the GreenMarket with no reimbursement of fees paid and no future participation.
11. Complaints regarding product legitimacy, operational detail or conduct of another vendor must be submitted in writing to the GreenMarket management for resolution.
12. I understand the enforcement of rules. Rules are subject to change without advance notice.