

Cornerstone Flea & Farmers Market

RULES AND REGULATIONS

Read these rules carefully before signing your Application and keep this copy for your records. Failure to observe them may result in charges, suspension or termination of your Market assignment. If you have any questions, please contact the Market Manager at (321) 726-8810.

MISSION/ VISION and STATEMENT OF PURPOSE:

The Mission and Vision of the Cornerstone Flea & Farmers Market at Cornerstone Assembly of God of Palm Bay, Inc. is: To create a destination in Palm Bay for connecting residents with healthy food, local farmers and local businesses. As such, the purposes of Cornerstone Flea & Farmers Market at Cornerstone Assembly of God of Palm Bay, Inc. (hereafter "Cornerstone Flea & Farmers Market" and "Market") are as follows: to help provide a needed service for our community, to promote the sale of locally grown and locally made products, to promote local businesses, to expand the access of low income citizens to healthy food, and to use any excess funds over and above what is needed to ensure the existence of the Market to support the Mission of Cornerstone Assembly of God of Palm Bay. The Market is operated entirely by a volunteer team

Market Hours: Hours open to the public are 8:00 am to 1:00 PM every third (3rd) Saturday. The market is open for Vendor setup on Saturday Morning starting at 6:00 am. Vendors must be set up and ready to do business by 7:45 am and remain open until 1:00 pm. Vendors must be out of the Market by 2:30 pm. Management reserves the right to change hours and /or days of operation. Vendor space must be occupied during regular business hours. Empty booths hurt other vendor business and give a negative public impression of the market. Therefore, continued late opening or early closing may result in fines or suspension.

Weather, Reservation Cancellation & Refunds: In the unfortunate event of inclement weather, cash refunds will **NOT** be issued. If the market is open for less than one hour or closed due to weather the market will provide a refund will be in the form of a credit which may be applied toward space rental in the future (or any outstanding amount due to the market). Any cancellations must be made before 5 days of event. Cancellation may **ONLY** be completed by speaking directly with market business office staff. No shows will forfeit the space rental fee.

Products Offered: The sale of certain products will be limited by management. New or different products other than those listed on vendor application must be approved by management. No food or beverages for consumption on premises shall be offered unless approved by management. Bulk or packaged foods are permitted only on written approval by management. Any products or item, the sale, use, possession, or transportation of which is illegal under Federal or Florida laws are prohibited to be displayed or offered for sale on the premises. Items prohibited from being brought to or sold at the market are: (a) Potentially dangerous animals; (b) poisonous, hazardous or explosive items, chemicals or substances; (c) Pornographic, occult or witchcraft material or objects; (d) drugs or drug paraphernalia; or (e) illegal, counterfeit, or stolen items. Firearms, Alcohol and Tobacco products are prohibited on the premises and cannot be sold. Cornerstone Flea & Farmers Market reserves the right to inspect all Vendor merchandise and the right of entry to any

Vendor space at all times. The Market reserves the right to limit or restrict the sale or display of any merchandise it considers inappropriate in running an orderly and family oriented market.

Subleasing: There is no subletting of spaces allowed in the market. Vendor may not sublet or assign there space or any part thereof without the express written consent of management.

Booths: All booth design and construction must be approved by management. Vendors must comply with Management's directives concerning unsafe, unsightly, or unsatisfactory construction or materials. Wire or fencing for walls is prohibited. No signs, tables, products or salesperson shall extend or operate beyond the boundaries of the rented space. Vendors must keep spaces clean including the aisle space directly in front of their booths at all times. Soliciting or distributing handbills cannot be done outside of space. No space may be used so as to interfere with the safety or quiet enjoyment of others.

Signs: All signs shall be displayed within the boundary of your space. No signs or merchandise can be hung over the aisles. Signs should not obstruct another vendor's space, merchandise or restrict or block visibility by public. Signs are not permitted in any area outside of booth space.

Trash Removal: Clean your sales area and take home all refuse at the end of your sales day. All vendors are responsible for cleaning up the waste and trash by their business in the immediate area of their booth. All produce vendors must remove all food waste and boxes from market each day. A \$50 fine will be assessed for dumping trash, food boxes, fruit, vegetable, or uncooked food in dumpsters or trash cans on Market property.

Electricity: There is no electricity available at the market. Use a quiet generator if refrigeration or electricity is necessary. Vendors shall not operate electric heaters, air conditioners, coffee pots, stoves, refrigerators or other appliances in Vendor's space unless approved in writing by management.

Insurance: Vendors should obtain their own insurance protection to cover for fire, theft, their property and public liability. Market is not an insurer and shall not be responsible for any loss to Vendor's property caused by fire, water, theft, explosion, or negligent act of Cornerstone Flea & Farmers Market at Cornerstone Assembly of God of Palm Bay, Inc. or any its employees, managers, or agents, or from any other cause whatsoever. Cornerstone Flea & Farmers Market at Cornerstone Assembly of God of Palm Bay, Inc. is not responsible for any liability arising out of negligent acts or carelessness of Vendors, their families or their employees or for injuries sustained by any Vendor, Vendor employee or customer. Vendor further agrees to indemnify and hold Cornerstone Flea & Farmers Market at Cornerstone Assembly of God of Palm Bay, Inc. harmless against any claim whatsoever arising out of Vendor doing business in the market. In the event the market is sued for any negligent acts of any vendor, the Market's insurance company will subrogate against said vendor for the full amount of any loss paid.

Parking: Vendor agrees to park in designated areas. Vendor's children must be with their parent at all times. No dogs, cats or other pets allowed on premises.

Business Ethics: Vendor agrees to deal ethically and responsibly with the public. The market requires that vendors make refunds to dissatisfied customers, unless a "no refunds" notice or other policy is posted in vendor space. If there is no other notice then the market requires the

vendor to provide an exchange for defective goods. Profanity, loud boisterous action, or physical violence will not be allowed. Rudeness, spreading false or malicious rumors, price undercutting, promoting other flea or farmers markets, or other conduct detrimental to the other vendors, or the market, or its management will not be tolerated and are grounds for Vendors removal from the market. Vendors are responsible for the actions of their children. Children of vendors must remain at their parents' booths at all times and cannot roam the market.

Licenses, Taxes and Laws: You are individually responsible for complying with all applicable local (county or city), state, and federal requirements for any approval or certification to produce your product for resale and also any necessary license to sell your product at retail. Vendors are responsible for obtaining a sales tax number from the Florida Dept. of Revenue and paying sales tax on all sales. Food vendors are also responsible for obtaining a Dept. of Health or Dept. of Agriculture license as required. Vendors who sell plants, prepackaged food or other perishables are responsible for obtaining a Dept. of Agriculture license. The city, county and state has the right to inspect your booth to verify your proper licensing. Vendor agrees to indemnify and hold Cornerstone Flea & Farmers Market and Cornerstone Assembly of God of Palm Bay, Inc. or any its employees, managers, or agents harmless against any claim or fine whatsoever arising out of Vendor failing to have proper certifications or licenses while doing business in the market.

Miscellaneous:

- The Market Manager is responsible for space assignments, public safety and enforcement of the Market's rules. Please follow the Manager's directions at the Market.
- Management reserves the right to relocate or remove a space at any time with reasonable notice.
- You must pay in advance for Market space. Returned checks will result in a \$25 fee.
- The market reserves the right to refuse to rent to any vendor for any reasons not prohibited by law.
- The market reserves the right to add, amend or change the rules and regulations for the best interest of the market. All vendors are required to adhere to these policies. By renting space in this market the vendor agrees to adhere to these rules.

FAILURE TO COMPLY WITH THE ABOVE RULES OR TERMS OF THE MARKET AGREEMENT WILL RESULT IN IMMEDIATE AND PERMANENT REMOVAL FROM CORNERSTONE FLEA & FARMERS MARKET.

Printed Name of Vendor: _____

Owner or Authorized Representatives Signature:

Date:

Cornerstone Flea & Farmers Market

2015/16 Vendor Application

Cornerstone Flea & Farmers Market shall review and approve all vendor application before a vendor can participate in the market. Space at the market and the items a vendor offers will be factors in determining approval.

Payment of Fees

Fees must be paid to the market manager prior to setting up. No vendor will be permitted to set up until fees are paid. Credit, Check or Cash only. Checks must be received at least 10 days prior to market date.

PLEASE PRINT

Date: _____
Name: _____ Business Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) ____ - _____ Mobile: (____) ____ - _____ Email: _____
Website: _____

Names of Employees at Booth _____
Names of Employees at Booth _____
Names of Employees at Booth _____

Person to contact in case of an emergency _____
Phone # _____ Relationship _____

Do you have any medical conditions, allergies, taking medicines or any other health concerns we should be made aware of in case of an emergency?

Check one: Paid In Advance

- Daily Vendor Fee 10x10 Space: \$20.00
- Daily Vendor Fee 12x12 Space: \$25.00
- Daily Vendor Fee 20x20 Space: \$30.00 (Limited Space Available)

Check one: Day of Market

- Daily Vendor Fee 10x10 Space: \$25.00
- Daily Vendor Fee 12x12 Space: \$30.00
- Daily Vendor Fee 20x20 Space: \$35.00 (Limited Space Available)

Product Information

Please list all the items you intend to sell at the market. Items not listed may not be sold at the market without Market Managers approval. Vendors may not sell any items not listed below. Add additional Page if necessary. Please be as specific as possible.

Please Initial All:

_____ I have read and agree to abide by all Cornerstone Flea and Farmers Market policies.

_____ I agree that Cornerstone Assembly of God of Palm Bay, Inc, Cornerstone Flea and Farmers Market and their respective officers, employees, agents, and consultants are not liable for any injury, theft, or damage to either the buyer or seller, or their property arising out of or pertaining to preparation for or participation in the Cornerstone Flea and Farmers Market: whether such injury, theft, or damage occurred prior, during, or after the Cornerstone Flea and Farmers Market. Business/Farm further agrees to indemnify, defend and hold harmless Cornerstone Assembly of God of Palm Bay, Inc., Cornerstone Flea and Farmers Market and their respective officers, employees, agents, and consultants for and against any claims for such injury, theft or damage.

_____ I understand that I am responsible for required sales tax collections and remittances.

_____ I understand that I am responsible for all permits and licenses required by the City of Palm Bay, Brevard County, State of Florida, and the Federal Government.

_____ I/We have read the rules and regulations of the market and agree to comply with them:

Printed Name of Vendor: _____

Owner or Authorized Representatives Signature:

Date:

MAIL or Email Application to:

Cornerstone Flea and Farmers Market

P O BOX 100207

PALM BAY, FL 32910

Need More Information: Email: Manager@CornerstonePalmBayMarket.com or

Call (321) 726-8810

Please make checks payable to: Cornerstone Flea and Farmers Market

To pay online please visit us on the web at www.cornerstonepalmbaymarket.com.