

Downtown Arts Market @ The Hansen Arts Park

Market Rules and Regulations

VISION: Establish and support the arts in the community; establish and support activities in the downtown area that create a sense of community, social gathering and foster economic growth.

MISSION: Establish and operate a market located at the Hansen Arts Park beginning summer 2018.

PURPOSE: Enhance the appreciation and understanding of the arts and the quality of life within our community; promote continuing development for the city of Jamestown, in particular the downtown district.

General Vendor Guidelines

1. The market is located at the Hansen Arts Park, corner of 1st Avenue S and 2nd Street SW.
2. Hours of operation are 5:00 pm to 9:00 pm every Thursday, rain or shine, from Thursday, June 7th through Thursday, August 30th, 2018.
3. Vendors should arrive no earlier than 3:30 pm and should be set up and ready to greet customers for the opening of the market at 5:00 pm.
4. The Jamestown Fine Arts Association, Inc. (dba, The Arts Center), will have final approval of all vendor participation and final authority on site to interpret and enforce rules and regulations.
5. Vendors not complying with instructions or rules of the market will be considered in material breach and default of the agreements, and may be asked to vacate their premises immediately.
6. The Arts Center may at its sole discretion revise the Rules and Regulations, and may alter operations of the market at any time. Current rules will be available at The Arts Center.
7. Vendors agree to comply with the rules of the market and abide by the final decisions of The Arts Center.
8. The Arts Center reserves the right to reject any application.
9. For the safety of our patrons, there will be no vehicular traffic inside the market area from 5:00 pm to 9:00 pm on market days.
10. Vendors shall only sell items that have been approved on the submitted application. The market has sole discretion to add or delete items from the list, and unacceptable quality merchandise will not be sold at the market.
11. No items purchased at any retail outlet, even at a reduced cost, can be sold at the market.
12. All vendors, without exception, must sign the Indemnity Agreement before they can sell at the market.

Required Fees

All vendors must have paid the applicable fee(s) to participate in the Downtown Arts Market. There are no requirements for the number of Thursday markets vendors must attend. However, with a limited number of available spaces, priority will go to longer commitments to the market, and all spaces are filled on a first come, first serve basis.

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| Daily Fee (For any single Downtown Market): | \$30 |
| Monthly Fee (Available for June, July or August): | \$100 |
| Season (June, July & August) | \$250 |
| Wifi/Internet Connectivity (To Use Wifi in Park) | \$5/Daily; \$10 Monthly; \$25 Season |
| Electric Fee | \$5/Daily; \$10 Monthly; \$25 Season |

Market Code of Conduct

The Downtown Arts Market takes place at the Hansen Arts Park, which is owned and operated by the The Arts Center. Our minimum expectations for all market vendors are that they be reliable, be set up to greet customers for the opening of the market by 5:00 pm, and keep a good, positive attitude for the duration of the market's hours. Market vendors are expected to meet these expectations, in addition to complying with the market rules and regulations, to be allowed to continue to participate in the market.

Concerns or complaints may be discussed with The Arts Center representative on-site before or after market hours. If for any reason they are unable to resolve the issue, they will contact The Arts Center Executive Director to discuss possible solutions.

1. The market and immediate vicinity is a "family friendly" area and all are expected to act appropriately.
2. Vendors are required to wear shoes and shirts at all times. Vendors should wear clean clothing and present a professional appearance.
3. Vendors may not smoke in any vendor area.
4. Foul language, profanity, or other rude behavior is not permitted.
5. Consumption of alcohol or use of drugs is not permitted and is grounds for permanent eviction from the market.

Space Assignment

The Arts Center will work to ensure all vendors have an appropriate booth space. Our goal is to provide visitors to the market a wide variety of goods. The following rules apply to space assignments:

1. Vendors that reserve a spot for extended periods of time (monthly or season) will be given first priority, based upon date application is received at The Arts Center. Reserved spaces not occupied 30 minutes prior to the opening of the market may be reassigned.
2. Each vendor will be assigned a 12' x 12' space.
3. Requests for additional spaces for vendors will be contingent on history with the market and attendance.
4. All spaces are assigned on a first come, first served basis.

Vendor Rules

1. All vendors must complete and submit a Vendor Application which includes acceptance of the Market Rules and Regulations and payment of required fees.
2. Required applications and fees must be completed before vendors will be allowed to participate in the market.
3. Vendors must provide their own table, chairs, signs and tents (10' x 10').
4. Vendors must supply their own extension cords and mats (or tape) to cover any portions of the cord that lie in any walking area used by market customers.
5. Vendors are responsible for informing themselves about, and complying with, federal, state and local health regulations and licensing requirements governing the production, display, distribution, sampling and sale of their products.
6. Vendors providing samples of their products must comply with the rules governing market sanitation and health by all governmental authorities.
7. Food and food products produced by "Cottage Food Producers" may be sold at the market pursuant to the rules and regulations established by the ND Department of Agriculture and ND Department of Health.
8. The vendor is solely responsible and liable for any claims and damages resulting from the sale of unsafe, unapproved or unsound goods.
9. Artisans and vendors who offer unique and quality handmade or handcrafted work or products are welcome to perform or sell at the Downtown Arts Market.
10. The Arts Center will determine eligible participation. All decisions are final.

11. Vendors are responsible for obtaining a sales tax number if required by the State of North Dakota and collecting and paying any sales tax that may be assessed on their products. The vendor shall be responsible for filing any and all tax returns required by the state of North Dakota with respect to sales tax collection. The Arts Center will not involve itself in collection, audit or other related sales tax activities.
12. Trash must be placed in suitable containers. The market provides trash receptacles for vendor convenience. Boxes that are left at the market for disposal must be broken down and placed next to trash receptacles. Trash will not be left in the Arts Park area.
13. Public restrooms are available in The Arts Center for use by vendors.

Vendor Categories

The Downtown Arts Market groups vendors into three categories. Those categories are listed below and include examples of the type of products each can sell at the market.

Arts & Crafts Vendors: Those selling fine art and arts & crafts products made by hand.

Examples: Paintings, Sculptures, Jewelry, Clothing, Hats, Knick-Knacks (Not all Inclusive)

General Vendors: Selling fresh produce and items not considered food products.

Examples: Fruits, Vegetables, Garden Produce, Flowers, Herbal Tinctures, Herbs, Soaps, Body Care, Bath Products, Seeds, Plants & Pet Products (Not all Inclusive)

Cottage Food Producers: “Home based” vendors selling food products as defined by the ND Department of Agriculture and the ND Department of Health.

Examples: Please visit the ND Department of Agriculture & ND Department of Health’s websites for detailed information on what constitutes this category.

A limited number of **Food Vendors** may be included. Only vendors that would not interfere with sales at downtown eating establishments will be considered. Examples include fried dough, pretzels, ice cream, beverages (not all inclusive).

Vendor Application Form
Downtown Arts Market @ The Hansen Arts Park

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Farm/Business Name: _____

Telephone: _____ Cell: _____

E-Mail: _____

Product(s) to be sold (Please be specific): _____

Would you be willing to give demonstrations on how you create your product? _____

Market Dates & Fees

June 7, 14, 21, 28; July 5, 12, 19, 26; August 2, 9, 16, 23, 30

Daily Fee:

Dates Requested: _____ \$30 x Number/Days _____

Monthly Fee:

Month(s) Requested: _____ \$100 x Months _____

Season (June, July & August) \$250 _____

Wifi/Internet Connectivity Fee (\$5/Daily; \$10 Monthly; \$25 Season) _____

Electric Fee (\$5/Daily; \$10 Monthly; \$25 Season) _____

TOTAL ENCLOSED FEE _____

Cash/Check Enclosed: _____ Credit Card: _____ Visa / MasterCard

Number: _____ Expiration Date: _____

Over Please →

Applicant Agreement

By signing this application, I agree that I have read the rules and regulations of the Downtown Arts Market and agree to comply with them. Further, I agree to sell only those items listed in the Vendor Application Form unless an additional request is granted at a later date. I acknowledge full responsibility for all my actions and activities in the Market (and those assisting me) throughout the term of this season's market (June to August 2018).

I acknowledge the authority of the Jamestown Fine Arts Association, Inc. (The Arts Center) to settle any disputes regarding product legitimacy, procedural and vendor conduct violations, and to impose any penalties, including possible suspension or removal from the Market.

Signature of Applicant

Return this Application, Indemnity Agreement and All Fees by May 1st to:

The Arts Center
Attn: Downtown Arts Market
P.O. Box 363
Jamestown, ND 58402

Indemnity Agreement

WHEREAS, _____, a vendor, charitable organization or other type of entity (User) desires to participate in the Downtown Farmer's Market: and

WHEREAS, such organization meets the criteria for participation in the Downtown Farmers Market and agrees to obey the rules of the market and understands the nature of operating within the Downtown Farmer's Market and their responsibilities as a Market Vendor or Participant in the market, including assuming responsibility for safe operation and conduct of their business within the market; the User agrees to indemnify, hold harmless and defend the Jamestown Fine Arts Association, Inc., its officers, agents and employees from and against all liability for and all claims, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use) and expenses including court costs and attorney's fees and other reasonable costs occasioned by or arising out of User's presence with the market area permitted by the Jamestown Fine Arts Association, Inc. conducted in connection with or incidental to participation and arising out of or resulting from the intentional acts or negligence of User, its officers, agents, employees, or persons participating in the event sponsored by the User.

User further agrees that it shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, employees, participants, visitors, and other persons as well as their property, while in or on the market and surrounding areas. It is expressly understood and agreed that the Jamestown Fine Arts Association, Inc. shall not be liable or responsible for the negligence of User, its agents, servants, employees, customers, visitors and participants.

It is further agreed with respect to the above indemnity, that the Jamestown Fine Arts Association, Inc. and User will provide the other with prompt and timely notice of any event covered in any way directly or indirectly, contingently or otherwise affected or which might affect the User or the Jamestown Fine Arts Association, Inc.

User Further agrees that this indemnity provision shall be considered as an additional remedy for the Jamestown Fine Arts Association, Inc. and not as an exclusive remedy.

User Name: _____

Title: _____

Signature: _____

Date: _____