

Vendor Terms and Conditions:

Sewickley Township seeks to promote local Producers, Artisans and Processors by providing a safe, friendly, attractive environment where vendors and customers can meet and conduct business. The Township adopted these Terms & Conditions, that may change from time to time, to ensure that the buying and selling experience is pleasant for everyone. In cases of disputes about Terms & Conditions, Producers, Artisans and Processors and their assistants must abide by the interpretation of these terms. In order to maintain and increase our customer base, the Director, other staff, volunteers and vendors will behave in a professional and friendly manner to foster a sense of community, camaraderie, and a spirit of cooperative involvement.

LOCATION

The Sewickley Township Market will take place at Crabapple Park or Bruno Field.

OPERATING TIME

The Sewickley Township Market will be open to the public at a time to be determined by the director. This rule will be strictly enforced.

VENDOR FEES

- Vendors seeking to participate can mail a check or deliver cash or check to Sewickley Township at 2288 Mars Hill Road, Irwin, PA 15642.
- All vendor spaces are \$30 per day of the market.
- A \$30 fee for bounced checks will be assessed and must be paid prior to the next date the vendor is scheduled to be at the Market.

REQUIRED DOCUMENTS

All state licenses must be emailed or mailed with payment after being accepted.

Failure to submit state licenses will result in the vendor being unaccepted.

This includes but not limited to:

- Food Establishment License
- Apiary License
- Nursery License
- ServSafe Certificate
- Retail Food License (full time)
- Mobile Food Facility (14 days or less)
- Frozen Dessert License

REFUNDS

- There will be NO refunds in the event of an Act of God (e.g. severe weather or other situations dangerous to vendors, patrons, staff or property) thus causing a disruption before or during regular operating hours and resulting in the cancelling or cessation of operation and closing of the Market.
- In the event of serious illness, death or other serious problems the Director will treat requests for refunds on a case-by-case basis. In this regard the decision regarding refunds rests solely with the Director.
- There will be NO refunds given to vendors who cancel within 7 days of the Market.

PRODUCERS, ARTISANS, PROCESSORS

- A Producer, Artisan or Processor is the party who owns and operates the farm, kitchen, workshop or facility where the merchandise sold at the Market is grown, baked or cooked, fabricated or assembled.
- The Producer, Artisan and Processor must physically participate in production of the merchandise, unless approved by the Director.
- The Producer, Artisan and Processor operators to be present in the booth during selling hours.
- Everyone in the booth is considered a Vendor and is bound by these Terms & Conditions.

SPECIFICS

- Producer: if you grow it and sell it as-is, or if you raise it and have someone else butcher it, you are a Producer. Examples would be produce and fresh cut flowers, beef, lamb, pork, poultry, potted plants or nursery stock.
- Artisan: if you add value to raw materials by creating one of a kind items, you are a crafter. Artisans working in jewelry, pottery, wood, fabrics or other media such as photography or framed original artwork or books etc.
- Processor: if it has been jarred, smoked, baked, cooked, mixed, pickled, fermented, or changed in any way from the raw product that came from nature, then you are a Processor. Examples would be jarred flavored honey, smoked salmon, cheese, jam, pickles, salsa, flower arrangements, bread, or pastries.

VENDING SPACES

- Selling spaces are 10 feet wide by 10 feet deep. Vendors must stay within space.
- Vendors are not permitted to display any merchandise outside their assigned lots. For customer safety, all products and signs must be kept within the limits of the assigned lots.
- Spaces will be given on a first come first serve basis. Saving spaces for other vendors will not be permitted unless approved by the Director in advance.
- The Director reserves the right to move vendors accordingly with reasonable interest for the Market.
- Vendors are required to pay in advance or they will be asked to leave.

CALL-OFFS

Empty vending spaces reflect poorly on the vendors and the Market. The following rules are intended to reduce the practice of no show:

- Call-offs must be done in writing. Only Email is acceptable.
- Fees will not be refunded for call offs or no shows and missed fees will be collected if outstanding payments are pending.

ADVERTISING

- Vendor signage marketing unrelated products than those sold at the Market will not be allowed.
- Signs for political, religious, advocacy, etc. purposes are not allowed.
- Signs displaying the price or contents of merchandise may be displayed as long as the signs are within the contracted booth.

- Cross promotion of other vendors' products is encouraged via permitted signage.

DECORUM

Abusive-inappropriate behavior and profanity will not be tolerated. Disregarding the Directors instructions during set-up, the market or tear down will not be tolerated. Having no regard for other vendors and their spaces will not be tolerated.

- First time offenders will be given a warning from the Director on the day of the offense.
- Second time offenders will not be permitted from returning to the Market, and will not receive a refund.
- The expelled vendor may apply to attend the Market for the next season, but depending on the severity of the offense may not be accepted.

PRICING

Pricing of goods at the Market is the responsibility and discretion of individual Vendors. However, vendors are discouraged from giving produce or other items away for free or at below cost pricing, thus undercutting the potential sales of other vendors. Sampling is not included in below cost pricing. Discounts between Vendors are encouraged but are not required.

TAXES

All vendors are solely responsible for any taxes applied to the pricing of the Vendor's product which fall accordingly with local and state laws.

HEALTH AND SAFETY

SMOKING:

The use of any tobacco products, vaping and e-cigarettes will not be tolerated in the vendor areas of the Market.

PRODUCT SAFETY:

The vendor is responsible for the safety of any and all of the products he/she sells at the Market. By no means will The Market bear any responsibility for any injury or illness caused by vendor products.

PUBLIC SAFETY:

- The vendor is responsible for his/her equipment. All tents, canopies and other protective structures must be weighed down to prevent accidental movement by the wind.
- Failure to comply will require the vendor to immediately resolve the situation removing their tent.