

# HAMLIN ARTISAN MARKET

## Application and Agreement

\*\*\*\*\*ALL FIELDS MUST BE COMPLETED\*\*\*\*\*  
VENDORS MUST BE 18 YEARS OF AGE TO APPLY

Vendor Name \_\_\_\_\_

Legal Business Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Social Media/Website \_\_\_\_\_

Please list and describe your items and include 3-5 photos of your set up.

Please also submit a photo of your tent weights for approval as they must be aesthetically pleasing. This must be a separate submission for approval.

When application is completed, please email to: [hamlinmarketsandevents@yahoo.com](mailto:hamlinmarketsandevents@yahoo.com)

***The market location will be the brick paved parking lot in between Cinopolis and the parking garage.  
14111 Shoreside Way Winter Garden, FL 34787***

*Product categories that we **DO** accept are:*

1. Art/Craft
2. Jewelry
3. Personal/Body Care
4. Pet Related
5. Plants/Flowers
6. Wearables
7. Craft Foods

*Product categories that we **DO NOT** accept are:*

1. Informational and/or promotional
2. Franchise and direct sale business
3. Electronics and related accessories
4. Any resale/flea market type merchandise

Please note that our acceptable and unacceptable product categories **are and can be** subject to change at any time based upon the event and lease modifications.

ITEM NAME	DETAILED ITEM DESCRIPTION
<b>**If additional space is needed please use other side of this sheet.</b>	

By signing below, the above Vendor acknowledges that application submission and approval by the Hamlin Committee and the Event Director, **DOES NOT reserve an event space or guarantee event space availability.** Once application is submitted together with all items required herein, a review and approval will be made solely by and at the discretion by the Hamlin Committee. The Hamlin Committee may, in its sole and absolute discretion, deny any Vendor that does not meet the needs of the event or event product quality standards which is and this is observed on a case by case basis. Event space is limited; therefore some vendors might be placed on a waiting list. If an application is waitlisted, is no guarantee that the application will be granted. Furthermore, there is no timeframe for determining when a waitlisted application may be accepted, if at all. The Hamlin Committee is able to cancel and terminate this Agreement at any time, for any reason or no reason at all. Vendor acknowledges that these Policies and Procedures may be amended from time to time in writing in a timely manner by the Event Director or The Hamlin Committee and Vendor agrees to abide by the terms of any such amendments. Any violation of such amended Policies and Procedures may result in loss of rental Vendor privileges.

**The fee is \$45.00 per 10-foot x 10-foot booth per event.** The fee is collected at the event by the Event Manager. If paying by check, please make checks payable to RTP Productions.

A \$30 fee will be imposed for returned checks and the vendor privilege of this form of payment will be discontinued. Checks and cash are the **only** acceptable forms of payment, credit cards are NOT accepted.

### **Hold Harmless/Indemnification/Copyright Agreement**

To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless RTP Productions and Hamlin (collectively, the "Indemnitees"), from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including reasonable attorney's fees for trial and on appeal, of any kind or nature arising out of or in any way connected with or related to this Contract Agreement or Vendor's use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees. It is intended that the Vendor indemnify the Indemnitees against the consequences of Vendor's own negligence or fault, even when the Indemnitee is jointly, comparatively, contributively, or concurrently negligent with the Vendor; provided, however, that vendors shall not be required to defend or indemnify the Indemnitees where such liability or claim is the result of the sole negligence of Indemnitees.

Vendor is responsible for all monies collected from the sale of Vendor's goods plus collecting and reporting of sales tax. RTP Productions, Hamlin and Event staff/Official Sponsors are in no way responsible for any lost or stolen monies or items.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Event; and Vendor agrees to indemnify and hold harmless RTP Productions, Hamlin and Event staff/Official Sponsors from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend RTP Productions, Hamlin, and Event staff/Official Sponsors from any such suit or action, regardless of whether it be groundless or fraudulent.

This agreement provided herein shall survive the termination of this Agreement.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida.

Signature below indicates that Vendor has carefully read and understands all of the above terms and requirements and the **Hamlin Makers Market Policies and Procedures attached hereto as Exhibit "A"** and incorporated herein by reference, and that any violation of such may result in loss of Hamlin Makers Market vending privileges.

Vendor \_\_\_\_\_

Vendor Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

## Exhibit "A"

### Hamlin Makers Market Policies and Procedures

**\*\*\*Initials in the spaces provided in the following sections indicates that the Vendor has carefully read and understands each section\*\*\***

#### GENERAL MARKET PARAMETERS

- \_\_\_\_\_ The Market Director is responsible for the recruitment of Vendors, distribution and explanation of Market policies and procedures, approval of merchandise to be sold, assignment of spaces and execution of Vendor agreements. The Market Manager is responsible for the day-to-day operations of the Market and shall be Vendor's point of contact for questions and issues that arise during the Market. **The Market Manager may move any vendor booth at any time for any reason, in Market Manager's sole and absolute discretion.** The Market Director reserves the right to determine, in its sole and absolute discretion, whether proposed merchandise meets the Market objectives and criteria for participation. **No Vendor is permitted to add new items for sale unless the Market Director approves it first. Requests MUST be made in writing by email to <mailto:hamlinmarketsandevents@yahoo.com> along with photos of the requested items. Approval must be granted by Market Director before Vendor may begin selling additional item.**
- \_\_\_\_\_ Any approved vendor MUST notify the Market Manager **PRIOR** to any change of ownership in his/her business. A new Application and Vendor Agreement must be submitted and approved by RTP. **There is no guarantee that the new owner will be in the same location as the previous owner.**
- \_\_\_\_\_ Vendor is given a non-exclusive right to sell their products and in no way does the Market Director's approval constitute granting of an exclusive right to sell such items. Furthermore, previous approval by Market Director of Vendor in no way guarantees a future approval of Vendor by Market Director.
- \_\_\_\_\_ The Market Manager may increase or decrease the size of the Market in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, clean-up costs, footprint of approved venue and other events being held on the same date and time.
- \_\_\_\_\_ The size of rental spaces available are 10' X 10'. The rental fee for both spaces is **\$45.00** per market day per booth, tax included, payable on the day/night of the market. **A \$30 fee WILL be imposed for returned checks and the vendor privilege of this form of payment will be discontinued.** Credit cards are not accepted. The Market Manager determines, in its sole and absolute discretion, where each Vendor is placed within the Market and may limit the number of spaces to be used by any one Vendor. **No Vendor space is permanent and may be moved or removed at any time by Market Manager.**
- \_\_\_\_\_ **Because of safety concerns, any vendor's children under the age of 12 are not allowed at the market within the 10x10 booth space.**
- \_\_\_\_\_ **THERE IS ABSOLUTELY NO SMOKING BY VENDORS OR THEIR EMPLOYEES INSIDE THE MARKET AREA.** (This includes vapor cigarettes). **First offense – written warning. Second offense – expulsion from the market and permanent loss of vending privileges.**
- \_\_\_\_\_ **No illegal substances or alcohol shall be consumed, kept, brought, or sold within the market area.**
- \_\_\_\_\_ Vendors MUST park in the designated vendor parking area. If a vendor is found parking anywhere besides the designated zone, they will be permanently terminated from selling at the market.

### SET-UP AND BREAK-DOWN/MARKET OPERATIONS

- \_\_\_\_\_ Setup is NOT permitted until monies owed, if any, have been paid to the Market Manager
- \_\_\_\_\_ Vendors will have from 8am until 9:30am each Sunday to load in their booth set up.
- \_\_\_\_\_ Vendors must unload their vehicle as quickly as possible and may not begin set up until their vehicle has been parked in the designated vendor parking area. You may set up after you have parked your vehicle in the area designated by the Market Director as vendor parking.
- \_\_\_\_\_ **All booths must be completely set up to sell at 10am and stay open with complete set up until 3pm. Any vendor breaking down and leaving prior to 3pm without prior written permission from the Market Manager will result in loss of vending privileges at the Market.** Promptly at 3pm Vendors must tear down tables and tents and pack all supplies **before** getting their vehicle.
- \_\_\_\_\_ Whenever the vehicle is in motion within the designated market area going either forwards or backward, an escort must be within 12 feet of the vehicle to clear the path of market patrons, pets and other Vendors. When in designated market area Vendors shall drive no faster than walking speed, about 3 miles per hour.
- \_\_\_\_\_ Vendors must bring heavy duty trash bags to bag their garbage, securing bags properly at the end of the market and disposing of trash at an off-site location. Trash or residue from the vendor's product may **NOT** be placed in any storm drain, landscape bed, or on pavers. **Trash must be taken with vendor once the market is over, trash may NOT be disposed of on-site.**
- \_\_\_\_\_ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. **All tables must be covered by a cloth to the ground, so no table legs show in front or the side of any tables.** Any tents used must comply with Orange County Code provisions regarding tent usage. Tents may not be soiled or ripped.
- \_\_\_\_\_ Signage must be properly displayed with Vendor's business name by either an easel, A-frame, or hung securely on tent structure. No more than one sign identifying your business permitted on your booth. **No signs shall be on the ground (except A-frame signs) or leaning against tent structure or disrupting foot traffic or pathways. Signs may not be made of plywood or cardboard-like materials.** Hand written signs are only permitted on a dry eraser board or chalkboard. All signage must fit the theme of the market. Signage for forms of Payment (MC/V/Square) may be no larger than an 8 ½ X 11 and must be displayed on your table, inside your booth. Market Manager has the right, in its sole and absolute discretion, to ask Vendor to change signage at any time to meet these requirements.
- \_\_\_\_\_ Vendors shall maintain their booths in a neat, organized manner, free from clutter. Neat and organized booths enhance the entire market. **Market Manager has the right, in its sole and absolute discretion, to ask Vendor to clean up booth area at any time.**
- \_\_\_\_\_ All Vendors (including tented booths) are required to have a plastic drop cloth or tarp for possible sudden rain. **Weights (20 lbs. per tent leg) to hold them down are also mandatory.** At no times are any stakes to be used to secure tents. **All vendors MUST submit photos of tent weights for approval.**
- \_\_\_\_\_ Vendors must be respectful of others. Radios and other noise-making devices should not disturb other vendors or patrons. **Market Manager has the right, in its sole and absolute discretion, to require Vendor to turn off any radios and/or other noise-making devices.**
- \_\_\_\_\_ Vendors are not permitted to keep and/or bring any pets with them during the course of the market. No animals/or reptiles are permitted in the booth by a vendor.
- \_\_\_\_\_ Vendor is responsible to make sure that any and all persons working with or for them understands and adheres to ALL market policies and procedures.
- \_\_\_\_\_ If employee or representative breaks the market rules – vendor may lose vending privileges.

### LICENSES AND HEALTH CODES

- \_\_\_\_\_ All vendors need to secure a **“Business Tax Receipt”** from the **County** in which your business is located and State licenses when required for their type of goods or food products. **Licenses must be kept in your booth at all times.** Market Manager may ask to see licenses at any time.
- \_\_\_\_\_ Collection of sales tax, when required by the State, is the sole responsibility of the Vendor.
- \_\_\_\_\_ Vendors must maintain a professional appearance while working at the Market, including having clean hair, fingernails and clothing during all periods of work at the Market. Vendors and their employees or representatives must wear appropriate footwear at all times.
- \_\_\_\_\_ No pets or other animals shall be permitted in Vendors’ booths.

### PHOTOGRAPHS/VIDEO/LOGOS

- \_\_\_\_\_ By Vendor’s operation at the Market, Vendor consents to Hamlin Retail Partners, LLC and Hamlin Makers Market’s right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Market and/or the Center. All images shall be the property of RTP, Inc. and Hamlin Retail Partners, LLC.
- \_\_\_\_\_ The Hamlin Makers Market logos and images are the property of RTP, Inc. and Hamlin Retail Partners, LLC and may not be used for any purpose without the written consent of RTP, Inc. and Hamlin Retail Partners, LLC.

### ENFORCEMENT OF RULES

- \_\_\_\_\_ Vendors, as a condition of approval, shall accept responsibility for the conduct and actions of themselves and all persons working on their behalf at the Farmers Market including, but not limited to, their employees, agents, family and volunteers.
- \_\_\_\_\_ Violation of any general public safety rules or Market policy listed in this Agreement by Vendor or Vendor’s employees, agents, family and volunteers, or exhibition of improper behavior by any of the foregoing, may result in termination of space rental and this Agreement. Vendors shall generally be given a written warning as a courtesy from the Market Manager of any such violation, but such a warning not required prior to termination. The Market Director and/or Market Manager may remove the Vendor if such violation(s) occur without warning.
- \_\_\_\_\_ Vendors and Vendor’s employees, agents, family and volunteers shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel and Market patrons. Failure to do so is cause for immediate removal from the Market.
- **Under NO circumstance may any vendor approach another vendor to discuss vendor activities, operational or product issues. ALL concerns or complaints must be made to Market Manager on-site or in writing.**
- \_\_\_\_\_ Verbal and non-verbal communications of vendors, employees, agents, family, or volunteers shall be respectful and courteous at all times. All profane, abusive, discourteous and boisterous language and/or conduct within the Farmers Market area shall be strictly prohibited. The use of discourteous harassing, intimidating, threatening, insulting or abusive language, gestures, etc. either in person or by electronic/digital media shall be, and is, strictly prohibited and grounds for immediate removal from the Market. All issues shall be addressed directly with the Market Manager in a timely manner in person or in writing.
- \_\_\_\_\_ In addition to the foregoing, this Agreement may be terminated at any time upon written or email notice by Market Director to Vendor, which such termination shall be effective immediately.

### INCLEMENT WEATHER

The Market Director and Market Manager's prime concern is safety during bad weather conditions, such as wind, rain, and lightening. The following policies will be enforced each week. It is understood that the prime concern for the Vendor is the preservation of merchandise, thus the following policies have been established.

The Market Manager will use his/her best judgment based on visual conditions, media weather radar, and other managers in surrounding areas to assess whether the Market shall remain open. Any decision by the Market Manager to cancel the Market or require a "Quick Break-Down" shall be at the Market Manager's sole and absolute discretion. Furthermore, RTP, Inc., Hamlin Retail Partners, LLC, Market Director and Market Manager SHALL NOT be liable for any of Vendor's damages, costs or expenses associated with Market Manager's decision to cancel the Market or require a "Quick Break-Down".

The following policies apply to all vendors during inclement weather:

- \_\_\_\_\_Lightening observed within a 5-mile radius of the Market calls for automatic shutdown of the Market.
- \_\_\_\_\_It is recommended that the Vendor devise a "Quick Break-Down Plan" to maximize the speed and protection of merchandise when poor weather occurs.
- \_\_\_\_\_The Vendor shall NOT break-down or independently end its market day without the consent of the Market Manager. It is correct market procedure to follow through to the completion of the market day.
- \_\_\_\_\_The Vendor is required to **have and use each market day**, 4 tent weights, one for each tent leg. **Each weight should be no less than 20 pounds** and shall be aesthetically pleasing to the Market Manager, in its sole and absolute discretion. Images of the tent weights MUST be submitted with vendor application and approved before use. **Dumb bells and sand bags are not permitted.**
- \_\_\_\_\_The Vendor is required to have available a large tarp or tarps located in their booth at all times during the market day. It is recommended to have sufficient covering for your merchandise to cover during sporadic weather or sudden weather changes or during a "Quick Break-Down."
- \_\_\_\_\_The Vendor is permitted at any time to protect merchandise by covering with a tarp or using tent sides during sudden weather changes.
- \_\_\_\_\_During windy or gusty weather, the Vendor must lower their tent by 2-3 feet in order to stabilize the structure, whether temporarily or during "Quick Break-Down."
- \_\_\_\_\_Umbrellas should be upright and tied down or anchored and secured appropriately with proper weight base.