



Vendor Participation Agreement and Market Rules 2011

Our Mission:

The Delta Market at Worthington Park will provide the West Memphis community and Crittenden County with goods that are locally grown and produced, and an attractive, safe environment, in which to purchase these goods. The Delta Market at Worthington Park will be complemented by arts-based special events for the entire family.

Our Location:

The Delta Market will be located at Worthington Park in West Memphis, Arkansas. (900 Block of North Missouri Street next to the Crittenden County Boys and Girls Clubs)

Operational Dates and Times:

First and Third Thursday of each month from 1:00pm to 6:00pm
April 21, 2011 to September 1, 2011

Artisan Days will be scheduled during the Market

Market Rules:

The Delta Market at Worthington Park has established the following rules so that all vendors are aware and informed of what is allowed and expected.

1. The Delta Market will be held on the first and third Thursdays of each month beginning April 21, 2011 and ending on September 1, 2011. The market hours will be from 1:00pm to 6:00pm.
2. The Delta Market will assign one 10 x10 space in the Market area to each approved vendor. Space assignments for full-season vendors will remain the same for the entire market season. Daily vendors will have a space assigned to them, subject to availability, each time they attend the market.
3. Fees for vendor space is \$20 per day, due at the beginning of each market day. Discounts are available for entire season space reservation for \$15 per day -- \$150 for the 10 market days. All fees are payable in cash or check to Main Street West Memphis. Delta Market reserves the right to refund or waive any or all vendor fees due from any

vendor at its sole discretion and at any time. Your 2011 City of West Memphis Privilege License fee will be included in this fee.

4. Vendor set up will be from 12pm until 1pm each event. Vendor is responsible for all loading, unloading, and merchandising of their own goods. Delta Market is not obligated to provide equipment and/or physical assistance with vendor set-up.
5. Vendors are not allowed to break down before 6pm, unless approved by the Delta Market prior to the event. Vendors must remove all produce, containers, signs, fixtures, and trash from the space not later than 6:30pm and be prepared to exit the area at such time.
6. Vendors must make or grow **90%** of the total items available for sale in the booth. **No resale of commercially, mass produced items of any kind are allowed.** All baked goods must be produced in a licensed commercial kitchen and must be accompanied by proper permits. All craft items are subject to approval.
7. In the event a full or partial season vendor is unable to use their assigned space on a specific day, the space may remain empty or it may be assigned to a daily vendor at the discretion of the Delta Market. At no time shall any vendor reassign or transfer their assigned space to another party without the expressed permission of the Delta Market.
8. The Market is open rain or shine. If a vendor is unable to attend the market on a specific day, vendor must give the Delta Market a minimum of two days' advance notice to allow time to find a replacement vendor for that week. No refunds will be given for unused dates.
9. In the interest of holding an attractive market that is beneficial to the entire community, the Delta Market reserves the right to decide whether or not a vendor may participate in the market at its sole discretion. No vendor will be denied participation for reasons regarding race, gender, or religion.
10. Product display tables, stands, signs, and other fixtures are to be provided by the vendor. Vendors must have a sign on their displays identifying their farm or business and location. Tables, stands, signs, and other fixtures must not be set as to present a danger or impede the walkway or obscure the visibility of neighboring vendors.
11. Vendors shall not use a vehicle of any type or trailer of any type as a display table, stand, storage area or fixture in their assigned space, except with prior approval by the Delta Market.
12. Vendors must comply with all applicable laws and regulations and are solely responsible for obtaining all licenses and paying all fees required by applicable laws and regulations. This includes the vendor's license for goods sold for which sales tax must be collected and health department permits for any food processing. Inspectors will visit the Delta Market so please do not overlook the proper license requirements. Proof of all applicable licenses or permits must be presented to the Delta Market before a vendor is approved to participate in the market.
13. Electrical hook-ups are available. Vendors must request and receive prior permission from the Delta Market to use any electrical hookups. The Delta Market reserves the right to assess vendors for significant electricity usage.
14. The Delta Market reserves the right to cancel outright or reschedule any normal market day at its discretion and for any reason.
15. Vendors are permitted to set their own prices. However, prices should be set in keeping with overall customer satisfaction and in consideration of other vendors at the market.

16. All produce (with the exception of pumpkins, watermelons, gourds, flowers in containers, or other items kept in water for freshness) shall be stored and maintained at a minimum of 18 inches above the ground. All produce should be mature, not over-ripe, and of first quality at all times. If using scales, they should be prominently displayed and have State calibration certification.
17. Vendors shall at all times conduct themselves in a pleasant and courteous manner to all Delta Market staff, customers and fellow vendors. No loud shouting, loud radios or music, or any disparaging action will be permitted.
18. All grievances are to be directed to the Delta Market for resolution. Any grievances regarding another vendor shall be directed to the Delta Market and not directed to the other vendor in question. Any vendor who does not comply with the Market rules stated herein may be required by the Delta Market or its designee to leave the market immediately, subject to expulsion.
19. The Market rules and provisions stated herein are subject to review and revision at the sole discretion of the Delta Market or its designee. Any revision of the rules or provisions stated herein will be made in writing and vendor will receive seven day notice of the revision or change.