



STARKVILLE COMMUNITY MARKET VENDOR APPLICATION FORM

STATEMENT OF PURPOSE: The Starkville Community Market is a community-based organization intended to support local farmers, cooks, and artisans, to promote the sale of fresh, home-grown and prepared foods, along with handmade arts and crafts, while encouraging environmental, sustainable, and nutritional awareness.

NAME: _____

FARM OR BUSINESS NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CELL PHONE: _____ **EMAIL:** _____

CITY: _____ **COUNTY:** _____

STATE: _____ **ZIP:** _____

DESCRIPTION OF VENDOR PRODUCTS (only listed items will be permitted, general categories acceptable):

IDENTIFY INTENDED ATTENDANCE:

- FULL YEAR (April 22 – Nov. 18)
- Spring (April 22 - May 27)
- Individual dates (please identify specific) _____
- Summer (June 3 – Sept. 2)
- Autumn (Sept. 9 – Nov. 18)

MARKET SCHEDULE & FEES

2023 Season: April 22-November 18

MARKET HOURS

Saturdays 8:00 a.m. - 11:00 a.m.

MARKET APPLICATION SUBMISSION DATES

In order for the board to consider applications they must be received prior to the monthly meetings (every 4th Tuesday of the month) therefore, applications should be submitted by noon on the following dates in advance of vending:

- February 24, 2023
- March 24, 2023
- April 21, 2023
- May 19, 2023
- June 23, 2023
- July 21, 2023
- August 18, 2023
- September 22, 2023
- October 20, 2023

FEES:

Produce, meat, eggs, dairy, honey, flowers and edible plants:

- Fees are waived for the 2023 season.
- Please indicate attendance dates to be assigned a consistent vending space.

Cottage Food; Baked Goods; Food Trucks, ornamental plants:

- \$250 for annual pass
- \$50 for Spring pass
- \$130 for Summer pass
- \$100 for Autumn pass
- \$10 for individual markets

Arts and Crafts:

- \$355 for a annual pass
- \$75 for Spring pass
- \$195 for Summer pass
- \$150 for Autumn pass
- \$15 for individual markets

A season pass affords a vendor a consistent vending space on the market map.

Invoices must be paid in advance (please see approval schedule above).

SET-UP, CLEAN UP, BOOTH ASSIGNMENTS & VENDOR CONDUCT

Space Assignments

Season pass holders will have a consistent reserved space. Vendors who attend individual markets will identify an open space on the map the day of market. **If a reserved vendor fails to notify the market manager of an absence more than once, market management reserves the right to remove them from their previously reserved space and assign their space to another vendor.**

Set-Up & Clean Up

Vendors should be prepared to sell by the opening of the market at 8:00 a.m. and may sell no earlier than the opening bell. The Market does not provide tables or cover for vendors. Vendors are responsible for providing their own merchandise display. Tents and cords must be secured. Vendors will be responsible for leaving their area clean and free of all debris, including leftover product and trash.

Items Permitted for Sale: All items will be sold at the discretion of market board. Items permitted for sale at the market include all varieties of locally grown (raised or caught) food, plants, flowers, trees or seedlings, including but not limited to: raw vegetables, fruits, edible plants, eggs, honey, cheese, shelled peas and beans, nuts, herbs, spices, bedding plants, condiments, preserves, jellies, jams, pastries, baked items, spreads, dried/fresh flower arrangements, poultry, fowl, sausages, milk, seafood, meat, and cut

firewood. Prepared items permitted for sale include flavored vinegars, condiments, preserves, jellies, jams, pastries, baked items, sausages, cheese, and spreads. Prepared foods incorporating local ingredients will be given priority. ***Upon approval, produce vendors will be contacted by the Ag Manager to arrange a farm/garden visit*** to ensure high quality market produce and to gather promotional materials (photo, video and written narrative) for online promotion.

SCM prioritizes locally grown, and produced foods. With advance permission from the SCM board, vendors may supplement their own crops with up to but no more than 20% of produce or items sourced from other regional producers (Mississippi farms/producers of surrounding states ONLY). ***These items must be clearly labeled with origin.***

SCM is primarily a produce and food market, but a limited number of booths for artists and craft vendors will be approved. Vendors or members of the vendors' households must produce all the craft items sold at the market. No re-sales are permitted. Items with direct relation to home & garden, food preparation & consumption, or connection to the Starkville & Oktibbeha County area will be given priority.

The City of Starkville and its entities will be granted vendor opportunities for informational purposes with advanced notice to the market manager and advisory board. Non-profit fundraising sales may be permitted by the market director with the approval of the market board at his/her discretion.

SALES TAX, PERMITS, & GOVERNMENT REGULATIONS

According to Mississippi Certified Market regulations, vendors selling homegrown Mississippi produce (grown by the vendor) or Mississippi home processed foods (made by the vendor) are tax exempt. Processed food vendors that are an extension of an established retail outlet are **not** exempt from remitting sales tax. (Example: restaurants, grocers, etc.). Vendors selling agricultural food products that were not produced in Mississippi, landscape plants, home processed food products not made in Mississippi, and/or arts and crafts must remit sales tax to the Mississippi Department of Revenue. These regulations can be viewed on our website. Vendors are responsible for collecting, reporting and submitting their sales tax.

All vendors are responsible for being aware of and abiding by any and all Federal, State and Local laws regulating the sale of their product to the general public, including but not limited to permits, licensing, and certification for food and product sales. Furthermore, it is the responsibility of each vendor to follow safe food handling procedures in order to assure the public's health, safety and welfare.

VIOLATIONS

Vendors shall conduct themselves in a courteous manner according to the market code of conduct (see below). Complaints against any vendor shall be addressed to the market board. If the Market Manager or board determines that a vendor is in violation of any provision that may interfere with the smooth operation of the market, penalties may be applied. Possible violations include the following:

- No Shows (excepting emergencies)
- Arriving Late
- Selling Before the Opening Bell
- Failure to Clean Up
- Selling Items Not Within the Market Guidelines
- Failure to Remit Fees/Taxes
- Smoking or Using Tobacco (as required under City of Starkville smoking ban ordinance)

Penalties may range from being asked to leave for the day to being permanently expelled from the market.

CODE OF CONDUCT

By participating in the Starkville Community Market, all vendors and volunteers agree to:

1. Demonstrate respect for people of all genders, races, ages, ethnicities, and abilities
2. Staff booths at **ALL** times during market hours
3. Not act in a manner that is rough, menacing, vulgar, profane or abusive, including making anyone uncomfortable to be within the market space
4. Maintain respectful and courteous verbal and non-verbal communications. The use of discourteous, harassing, intimidating, threatening, insulting, or abusive language, etc. either in person or by electronic/digital means, shall be prohibited
5. Resolve conflicts with respect and kindness

The market staff and/or Board reserves the right to remove any vendor, temporarily or permanently, who violates this code of conduct. A removed vendor may appeal in writing to the board for reconsideration and may be asked to attend a board meeting to address questions.

I AGREE to abide by the attached rules and regulations of the Starkville Community Market. I certify I am complying with all local, state, and federal regulations to participate in the Starkville Community Market. I agree to hereby and forever discharge the Starkville Community Market, the City of Starkville, and owner of the Market site from all manner of action suits, damages, claims, and demands whatsoever in law or equity from any damage to the undersigned's property while in possession, supervision, or auspices of the Starkville Community Market or its agents and representatives.

PRINTED NAME: _____

SIGNATURE: _____

Return to the Greater Starkville Development Partnership at 200 East Main Street or email to communitymarket@starkville.org

Disclaimer: The Starkville Community Market management and board of directors reserves the right to modify these rules and regulations at any time. The market reserves the right to refuse the application of any vendor at any time and for any reason.

All authorized vendors participating in the Starkville Community Market shall be individually and severally responsible to Starkville Community Market for any loss, personal injury, deaths, and/or any other damage that may occur as a result of any act or omission of the applicant/vendor/participant/ or their heirs, its servants, agents, and employees, and all applicants/vendors/participants hereby agree to indemnify, save and hold harmless Starkville Community Market, its servants, it's employees, agents, associates, heirs, Starkville Community Market Board Members and the City of Starkville, it's employees, agents, and associates from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by participants/ applicants/vendors or their servants, employees, agents, associates, or heirs.

Further, the Starkville Community Market shall provide no individual insurance to participants/ applicants/vendors, their servants' employees, agents, associates, or heirs in the Starkville Community Market. All vendors are participating at their own risk.