

Bay Creek Park Market

Rules, Regulations and Guidelines

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MISSION

To provide a venue where local crafters, artisans, farmers and producers come together to offer a variety of locally crafted products and fresh local produce directly to the consumer. The Bay Creek Park Market encourages direct communication between consumers, and crafters and growers, and supports social gathering and community building.

HOURS OF OPERATION

Regular Season Hours

April – October 21st
Wednesdays, 9:00 am – 4:00 pm

Holiday Market

TBD – (Usually) 2nd Friday in December
Time TBD

*The Town may close the Market during some winter months or inclement weather. In the case of inclement weather closings, a rain check will be provided. No refunds (*Weather Related Cancellations see page 7*)

*Hours of operation are subject to revision by the Bay Creek Park Market (BCPM) Management at any time

* Some Market dates may be cancelled due to scheduled special events or yearly events and notice will be given in a timely manner for these circumstances.

APPLICATION AGREEMENT & REQUIRED SIGNED DOCUMENTS

These documents are also located at <http://www.townofedistobeach.com/forms-and-applications> within “Bay Creek Park Market Rules & Regulations.

- MARKET AGREEMENT FORM: All prospective vendors must read the current BCPM Vendor Manual in full, then complete and sign a BCP Market Agreement form (page 9)
- FACILITY USE AGREEMENT: All prospective vendors must read and sign the “Facility Use Agreement and Release/Indemnification” form (page 8)
- Vendors must initial each page and sign the first page of the Rules & Regulations and return to BCP Management to keep on file. Each vendor should keep a copy for themselves.

REQUIRED LICENSES

- SOUTH CAROLINA BUSINESS RETAIL LICENSE: Vendors are required to have a SC Business License BEFORE they can obtain a Town of Edisto Beach Vendor License. Vendors can obtain a SC Business License by contacting the Department of Revenue.
- DAY VENDOR LICENSE: All vendors, returning and new must submit a yearly nonrefundable, “Application for Business or Professional License: Day Vendor License” form and \$15 application

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fee paid to the market manager or Town Hall (<http://www.townofedistobeach.com/forms-and-applications>).

Note: this will cover a market vendor if they choose to or are invited to Special Events that have vendors such as; Shrimp fest, Shag fest, Fish Fry, Kings Daughters, Etc.

OTHER POTENTIAL LICENSES NEEDED

Vendors are responsible for complying with local, state and federal requirements governing the sale and production of their products and for acquiring the necessary permits and licenses. The following is a list of common permits and licenses required; however, it is not all-inclusive. For more information, contact the issuing agency. Town staff reviews all licensing to ensure compliance.

- **All Food Concession, Bakers, Processors, Seafood, and those handing out samples** must read all guidelines from DHEC and have a DHEC approved kitchen and/or certification with the SCDA. DHEC Phone #: (803) 898-3432 – Email: info@dhec.sc.gov
- **SCDA** (South Carolina Department of Agriculture) will work with you on any requirements where SCDA must give approval. SCDA regulates specific food items at markets in South Carolina.

SCDA – Contact person: Angie Culler

Mailing Address	Consumer Services
PO Box 11280	(803)734-2190 / (803)734-2192
Columbia, SC 29211	http://.agriculture.sc.gov/

PRODUCTS NOT ACCEPTED AT THE BCPM

The BCPM is committed in showcasing high quality crafts designed and fabricated by local artisans and locally grown produce. With this in mind, the BCPM will NOT accept the following items at our Market:

- Nationally distributed packaged foods/products.
- There is no opportunity for re-sale of manufactured food products. The vendor must have prepared the food in a S.C. DHEC approved kitchen.
- No product will be of a resale nature where they have bought from another source and resold at this market. Vendors must produce 100% of what they sell. Any exception to this rule must be discussed and approved by the Town prior to the opening of the market season.
- Violation could result in suspension of market participation.

RULES AND REGULATIONS

- Vendors are required to submit a complete, clear list of all products the vendor wishes to sell with his/her application.
- Products must be approved by BCPM management prior to receiving a vendor license.
- Vendors must have pre-approval from BCP Management before selling any product.
- Vendors may only sell products approved by BCP Management.

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- If a vendor wishes to add to his/her original list, he/she must submit additions to management in writing for approval; with a minimum of two weeks before the vendor desires to sell the product(s).
- BCPM is a producer-only market with **no re-sale** products permitted. All products must be grown, harvested or crafted locally.
- To be considered an eligible participant in the farmer/grower category, vendors must be involved in either full-time or part-time agriculture. Products must be *Certified SC Grown*.
- Value added products such as, but not limited to; jams, jellies, honey, sauces and tools may be sold by the farmer/grower and must be pre-approved by management. The product must be made by the eligible BCPM Farmer/Grower, or a member of the family and is subject to DHEC rules for production and packaging.
- Vendor applications and information is strictly confidential, subject to FOIA.
- Vendors nor their staff may smoke in the park area.
- Within the Heritage Building, unless prior authorization has been obtained from the Special Projects Coordinator, no tape, push-pins or the like shall be affixed to any part of the structure, including exterior and interior walls and pictures.
- Sampling may only occur within the confines of vendor's booth or directly in front of the booth. Sidewalk area is not permitted. The sampling must insure that customers have clear access to the vendor on opposite sides of him/her and in no way intrude on that vendor's space.
- Vendors will provide a trash can for any refuse from the distribution samples.
- Vendors must be prepared for operation at the start of the market. Booths must be staffed during market hours.
- Vendors must park their vehicle outside of the market area.
- Vendors are not allowed to drive through the park, onto sidewalks or the grass.
- Vendors should be unloaded and parked no later than 8:30 am. Set up can continue after your vehicle is parked outside of the market.
- The Town and/or Park Management has the ultimate authority for a vendor's booth location within the market.
- Space assignments will be assigned to the vendors by the Town and/or Park Management. Every effort will be made to accommodate vendor's needs. NO booth location is guaranteed on an on-going basis. Vendors may be asked to change booth space by the Town. Reserved stalls not occupied at the start of the market day may be reassigned to another vendor.
- Vendors are responsible for their own booths, tables, and weather covers. Vendor's are responsible for securing canopies against hazards such as wind and with concern for safety of the public and other market vendors. (Weights or other approved securing devices only, no spikes/stakes.)
- Selling before the opening or after the close of market hours is strictly forbidden.
- Vendors are to keep their stalls or booths clean during market hours.
- Spaces inside the Heritage Building will be marked.

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- The BCP open air market does not assume responsibility for product liability. Vendors are encouraged to purchase liability insurance and are required to do so for processed and restaurant vendors.
- If Market rules are violated or misconduct is used, the Town of Edisto Beach has the right to void your application and/or suspend you from the BCPM.
- Single-use plastic bags, single-use polystyrene food containers, single-use polystyrene carryout cups and plastic straws and polystyrene coolers are prohibited from use at the Bay Creek Market. This ban is for all Town of Edisto Beach property and its users per Town Ordinance No. 2019-02.

VENDOR CONDUCT

Any infraction will result in forfeiture of all market fees. Vendor can also be banned from Bay Creek Park Market.

- Vendors will conduct themselves courteously. Hawking, calling attention to products in a loud, repetitive public manner, and selling products in an aggressive way are NOT PERMITTED.
- NO SMOKING is allowed in the park
- Vendors are requested to drive as quietly as possible and should maintain a 5 – 10 MPH range while driving through the parking lot.
- While at the BCP, vendors are expected to behave courteously to customers, other vendors, BCP staff, and volunteers, and to conduct himself/herself professionally always. Vendors must not publicly disparage other vendors or other vendors’ products; this behavior may be grounds for immediate expulsion from the BCP
- Vendors vehicles are not allowed in the BCP after 8:30 AM. If a vendor has not arrived by 8:30 am and has not alerted BCP management of late arrival, the BCP staff maintains the right to designate his/her space to another vendor. Please arrive in plenty of time to be unloaded and parked. Additional set up and organization can occur after parking.
- Any vendor who has a concern or complaint about the BCPM operations, vendor policies, or other vendors compliance with the BCP Rules & Regulations must submit a Vendor Concern Form. *(Form is attached to the BCP Market Rules and Regulations, p10)*

MARKET VENDOR SELECTION

If demand is greater than booth space availability, vendors will be selected in the following order:

1. Town of Edisto Beach residents and farmers
2. Anchors of the Market – Island and Off-Island
3. All other residents – Island and Off-Island

An Anchor of the market is defined as a vendor who has consistently appeared on a regular basis at the market since its inception

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RENTAL FEES AND PAYMENT PROCEDURES

Farmers Market Daily Space Rental Fee

Off-island residents \$20.00

Island residents \$15.00

Edisto Beach residents \$5.00

*Fee is for rental of one space.

- It is the responsibility of the vendor to bring or mail their space fees to the Edisto Beach Town Hall to be processed. Arrangements can be made for the Park Manager to collect fees on the day of the market.
- **Vendors should pay on a MONTHLY basis.** This ensures proper space assignments and attendance.
- Vendor's rent **MUST** be up to date before entering BCP each week. If a vendor owes a rate then he/she must pay and be up to date by the start of the market at 9:00 a.m. Otherwise they will not be able to participate in that day's market.
- It is the vendor's responsibility to notify BCP manager/The Town in writing, of any change of mailing address and/or contact information including email addresses.
- Collection fees will be charged for all return checks and vendor will not be able to attend the BCPM until the matter is resolved.
- **Vendors with unpaid fees due at the end of the season will not be allowed to return to the BCPM the following year.**

CANCELLATIONS AND REFUNDS

- **Excused absences/cancellations will result in a credit on the vendors account. Excused absences are those where notification is given 48 hours before the market. This allows for a proper layout schedule to be completed and up to date.**
- **Unexcused absences, not showing up or not giving proper notice, will result in the loss of the weekly fee as no credit will be given.**
- **Three or more unexcused absences may result in the loss of a space privilege or penalty**

WEATHER RELATED CANCELLATIONS

Since the BCPM is an outdoor venue, BCPM Management reserves the right to close the Market (with or without prior notice) if it is determined that severe weather conditions could compromise the safety of vendors and shoppers. Please note the following about what might cause us to cancel the BCPM due to weather.

- The BCPM will remain open unless an "Extreme Weather Warning" is issued from NOAA's (National Oceanic & Atmospheric Association) National Weather Service.
- If an "Extreme Weather Warning" is issued and a vendor decides to cancel, a 48-hour notice is unnecessary. The vendor will be entitled to a credit for that market.

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- If unexpected extreme weather occurs and the “Extreme Weather Warning” is issued from the National Weather Service the day of, or during the BCPM and we cancel the market for the whole day, all vendors will be credited for that market.
- Notice of BCPM cancellations will be as far in advance as possible, given the circumstance and will be by phone and/or email directly with all vendors affected.

FACILITY USE AGREEMENT AND RELEASE/INDEMINIFICATION

- A. In consideration for being permitted to use the facilities of the Town of Edisto Beach, the Lessee agrees to indemnify and hold harmless, the Town of Edisto Beach, its officers, employees and insurers, from and against all liability, claims and demands, which are incurred, made or brought by any person or entity, on account of damage, bodily injury, personal injury, sickness, disease, death, or any loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the Town of Edisto Beach, its officers, or its employees, or from any other cause whatsoever.
- B. By signing below, Lessee agrees that, in the event of any damage, loss, or injury to the facilities or to any property of equipment therein, the Town of Edisto Beach may deduct from the deposit the full amount of such damage, loss, or injury. Lessee further agrees that if such damage, loss, or injury exceeds the amount of the deposit, Lessee will within thirty (30) days of billing reimburse the Town of Edisto Beach for all costs associated therewith.
- C. In addition, in consideration for being permitted to use the facilities, the Lessee, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the Town of Edisto Beach, its officers, employees, and insurers, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, person injury, sickness, disease, or death, that Lessee may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the Town of Edisto Beach, its officers, or its employees, or from any other cause whatsoever.

I have read and agree to abide by all the rules and regulations for the Bay Creek Park and any and all applicable state and local laws.

Name

Business/Organization Name

Signature

Date

Telephone Number

Email

Address

Vendor Initial Here _____

BAY CREEK PARK MARKET AGREEMENT

BUSINESS NAME _____

PHONE _____

CONTACT _____

ADDRESS _____

E-MAIL _____

PRODUCT DESCRIPTION _____

Product category: Please check one

- Handmade Items Farm/Plant/Produce Processed Food/Fresh Seafood
- Arts/Crafts Local Produce/Plants Syrups/Jellies/Baked Goods/Sauce
- Prepared Food If prepared food, type of product _____

Only products grown, made, harvested or processed by the vendor can be sold at the Market. No buy/sell items will be allowed. Vendor must provide table, water, and electricity if needed. Tables are not to exceed 8 feet in length. Prepared food vendors must attach current DHEC permit. All other food sales must present proper certification.

I have read the vendor rules for the Bay Creek Park and open-air market and agree to abide by them. I agree to hold harmless the Market staff; all market participants and the Town of Edisto Beach for any claims, loss or damage of any nature whatsoever, arising from this agreement or vendor’s use of premises.

Signature _____ Date _____

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Vendor Concern Form

BCP vendors who have concerns about BCP operations, Vendor policies, or other vendors' compliance with BCP Rules and Regulations must submit this Vendor Concern Form. To the extent authorized by law, BCP Management will not disclose the inquiring vendor's name to third parties. Please submit this form directly to BCP Management on the market day or within a week of the market during which the alleged violation occurred.

Date Submitted: _____ Date of Incident: _____

Vendor DBA: _____

Your Name: _____

Your Contact Information

Phone: _____ Email: _____

Your concern:

Market date and approximate time at which the violation occurred (if any): -

Please state the specifics of the violation of the rule. Provide any evidence that supports your concern.

Signature

Date

For Market Use Only:

Date Received _____

By: _____

Notes:

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