

- I. ELIGIBILITY REQUIREMENTS: Only individuals who have been approved through our application process are allowed to sell at our market. All approved artists must agree to and sign a contract to abide by all market rules and are required to show sales receipts at the end of the market day and to make payment of sales tax to us on all items sold at the end of the market day.

II. GENERAL RULES:

- a. All products sold must be produced by the vendor. The resale of items purchased by the vendor shall not be permitted unless said items involve major modification by the artist, i.e. tie-dyed shirts.
- b. Permitted Items for sale in the market: include any and all forms of art created by artist, clothing made or altered by artist, woodworks, jewelry, ceramics and pottery, hand made signs, photography prints, services such as face painting, home décor, plants, soaps, fiber arts, raw vegetables and fruits; edible plants; eggs; honey; shelled peas and beans; cut, washed and unwashed, bagged vegetables; nuts; garlic; spices; herbs; bedding plants; herbal vinegars,, fruit syrups, jellies, jams, herbal and vegetable spreads, canned and pickled products
- c. Artists are only permitted to sell the items that the board has approved them for sale indicated on approved applications.

d. Rent: All approved applicants who sell goods in the market are required to pay rent for the space that they use. This rent shall be paid to the Joy Art Market. Market rent is \$50 weekly, payable by check, cash, or money order or online. Emergency cancellations must be called in no later than noon on the THURSDAY before market and vendors must also send an email to the Market Coordinator. At the close of market day, \$25 will be refunded to each vendor once they have been cleared to leave by certifying all garbage has been disposed of, sales recorded and taxes paid and area used is cleared and undamaged. Any violations of the market rules, including but not limited to: leaving early, not disposing of garbage, use of alcohol or illegal drugs, not weighting or improperly weighting tent, use of generator will result in loss of the \$25 deposit AND booth fee, removal from the market or future markets and a ban on participation in future markets.

F. Hold Harmless Clause: All authorized vendors participating in the Joy Art Market shall be individually and severally responsible to Joy Art Market for any loss, personal injury, deaths, and / or any other damage that may occur as a result of the vendors' negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and hold Joy Art Market harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Joy Art Market by reason of the vendors' negligence or that of its servants, agents and employees.

G. Insurance: Vendors should acquire insurance to cover any potential loss of personal property due to accidents, natural events etc. while on site.

H. Market Location: The Joy Art Market is held weekly on Saturdays, weather allowing, at 180 Debuys Rd. In Biloxi, MS.

I. Space Assignment: The Market Coordinator assigns spaces on or before market day. Vendors can display merchandise on tables facing the public or on back bar (if needed), but not on the

ground (exceptions can be made for items such as large wooden signs, etc.) . Vendors are required to provide professional signage indicating business name, products and prices, and spaces are to be attractive and well displayed. Only tables and properly weighted canopy tents are allowed. Canopy tents should be made from fire retardant material. Umbrellas are not allowed. No selling from vehicles is permitted. All vendors must furnish their own tables & chairs. Absolutely no staking of canopy tent is allowed and any attempts will result in removal from market and fines in the amount to cover any damage caused to property.

J. Set-up and Clean up: The set-up of the Market may begin at 8:30 A.M. All vendors must be ready to sell by 9:45 A.M. Opening is 10 A.M. & selling shall cease after at 3:30 P.M. Picking up ahead of time and closing down is not allowed as it compromises the appearance of the Market. All vendors shall load up their vehicles within 45 minutes of closing and clean up their areas. Vendors shall be responsible for the cleanliness of their selling areas. All vendors agree to bring a broom and bag lined trashcan, and vendors shall dispose of bagged trash in the nearby dumpster. When returning from the dumpster, vendors will notify the Market Coordinator to collect sales tax and return \$25 deposit.

K. Miscellaneous: No drugs, weapons or firearms.. Vendors are allowed to park in adjacent, spaces by the Market to set up, but must move cars to nearby parking when completed. These spaces are reserved for Market patrons, and ensure that it is convenient for customers to shop and buy from you. At the end of the Market, vendors may move their cars into these nearby spaces to load their vehicles.

Please note there are no ATMS located onsite. You should expect to have enough cash for customer exchanges and also a credit card app such as Foursquare on a fully charged smartphone (no electricity for charging phones is available) if you wish to accept credit cards.

III. VIOLATIONS:

A. Any complaint against any vendor regarding the origination of their produce or goods, or any other matter, must be directed to the attention of the Market Coordinator in writing.

Complaint resolution of matters of this nature is the responsibility of the Market Coordinator and, if necessary, the Board of Directors.

EXAMPLES OF MARKET VIOLATIONS INCLUDE:

- Arriving late: Vendors must be set-up no later than 9:45
- Not showing up: defined as not notifying the Market Coordinator (at least 48 hours prior to Market) that vendors are not coming to Market. The Market allows for acts of God (flat tire, equipment failure, weather, etc.). In those cases, please contact the market office at 228-313-6604 to leave a message in addition to sending an email to joyartmarket@gmail.com
- Leaving early before closing or packing up noticeably causing the area to look sparse. Sometimes a vendor sells out, but must stay until closing. NO LEAVING EARLY OR BREAKING DOWN!
- Failing to turn in sales totals and pay sales tax. Vendors cannot return to the Market until payment is made.
- Directly violating/undermining the market coordinator's authority.

B. When the Market Coordinator determines, in his/her sole discretion, that a vendor has violated any provision, or performed an action that undermines the smooth operations of the

Market; a vendor may receive immediate dismissal and/or the following penalties:

- First violation: vendor receives written notification via email or otherwise.
- Second violation: vendor can stay for that Market day but will lose the right to sell the following week
- Third violation: vendor can't stay for that Market day but and your contract will be terminated.

V. RENT SCHEDULE: •\$50/ week with \$25 refunded once cleared to leave.

•Cancellation Policy: Vendors must notify Market Coordinator at least 2 days before market (by Thursday) for substitute vendor to be found; otherwise, the rent will be owed for the missed market.

•Vendors will be charged the fee for the missed market day if they do not call (must leave message and send an email) and do not show up for market.

Electricity: The use of Generators is not permitted. No electricity is available at the Market.

Vendor Booth Prices: \$50 (At end of market day \$25 will be returned once you are cleared to leave).

Booth Location Preference: Please view the booth layout on our website.

Choice 1 _____ Choice 2 _____ Choice 3 _____

Please list if you have special access needs. Keep in mind that we will do our best to honor your wishes. Also, keep in mind that shade in the park will be extremely limited so it is STRONGLY recommended that you use a canopy tent. No staking of canopies, this is to prevent damage. It is required that you weigh your canopy's down to reduce the chance of wind damage. You are responsible if your equipment causes damage to another's property.

The Joy Art Market reserves the right to ban/refuse booth space due to non compliance with market rules/regulations or repeated conflicts with other vendors or market visitors.

Market Artist Registration. Please fill out and return once your artist application is approved.

Have you sold at Joy Market before? _____ Yes _____ No

Responsible Party - Please list the person's full name who will be responsible for the booth as well as any tax documents, certifications or other matters pertaining to the booth rental space.

Booth Operator(s) - Please list full names of all people who will be working at your booth and their relation to you as the booth renter.

Booth Name -List the name the booth will be displayed as:

_____ Business I.D #

_____ OR Driver License# _____

This information is needed for tax purposes. You will be provided and are responsible for completing a special event tax return form for your market activities.

Responsible Party Contact Phone:

Responsible Party Contact Email:

A valid email is required for contact. Email is the main contact method used by the market so please look for all information from us in your email box.

Responsible Person's Street Address or PO Box Street/ PO Box City State Zip Code

Do you have a website for your products? If so, please list.

Payment and Permits.

Payment should be made online or in person with cash or check to the Market Coordinator. Checks should be made out to Joy Art Market . Payment is due before Market opens at 10:00 a.m.

- If I require any permits, I will email copies to joyartmarket@gmail.com. I understand that all permits are due before I can sell at the market. I understand that I will be responsible to obtain, if needed, all necessary permits from the local health department and/ or USDA or the Utah Department of Agriculture.

I also understand that the Joy Art Market will provide all documentation needed for submitting to the Mississippi State Tax Commission

I have read and understand the information on the Joy Art Market website (joyartmarket.com) regarding Market Artists. I also have read through the market rules on the website.

My signature below indicates that I agree to abide by the policies and procedures of the Joy Art Market including but not limited to those regarding setup of the market, take down, cleanup and sales tax procedures. By failing to comply with the policies and procedures, I understand that I may jeopardize my participation with Joy Art Market and could possibly incur fines from the local agencies.

Acceptance of Terms: Please sign space below.