



# CALHOUN SQUARE ARTIST MARKET RULES

The rules, policies, and guidelines followed at the Calhoun Square Artist Market may be changed by the Market Manager at any time.

## **Application and Fees**

- Those wishing to participate in the Market must complete an application form and return it with the non-refundable application fee to Calhoun Square before consideration for participation in the Market.
- An application is only deemed complete when completed application, signature and application fee are included. A partial application will not be accepted.
- The Market Manager shall review and approve all vendor applications before a vendor can participate in the Market. Space at the Market and the items an artist offers will be some, but not all of the factors in determining approval.
- During selection of a vendor, the Market shall not discriminate on the basis of race, color, creed, religion, ancestry, national origin, sexual orientation, disability, age, marital status, or status with regard to public assistance.
- Applicants will be made aware of their Market status within 15 days of application. Those accepted to the Market will receive, along with their acceptance letter, an invoice for the stall fee and a promotional agreement.
- Fees are due 7 days prior to date of occupancy.
- Should attendance (either vendor or customer) fall below expectations, the Market Manager reserves the right at any time to cancel the balance of the Market dates. Vendors will be reimbursed the vendor fee on a pro-rated basis.
- A deposit check is due once application is accepted.

## **Market Goods**

**Artist/Crafter** is a person who designs and creates crafts and works of art. All art/crafts must be made by the artist/crafter and/or their employees.

## **The following items are generally approved for sale**

- Arts, crafts, and jewelry hand-made by vendor and/or their employees.
- Products not listed above must receive clearance from the Market Manager before sale.
- Products purchased for resale at the Market are generally not allowed and must have prior approval of the Market Manager.
- Vendors may not sell any items not approved or shown in their Market Application. Market staff reserves the right to ask vendors to remove products.
- Vendors seeking to sell items not listed on their application must request approval, in writing, of an amendment to their application. Unlisted items may not be sold until the application amendment has been approved by the Market Manager.
- Market staff reserves the right to refuse admittance at their discretion.

## **Items Offered for Sale**

- All items must be prepared, displayed and stored in accordance with the Minnesota Department of Agriculture, Minnesota Department of Health and Hennepin County Community Health Department guidelines.

- All producers of processed items (i.e. cheese, meats, jams, jellies, syrups, baked goods, pickled products, canned goods, etc.) are required to adhere to all state and local laws pertaining to the production and selling of such goods.
- All producers of processed items, (jams, jellies, syrups, breads, lefse, etc.) are required to adhere to labeling law requirements. Items sold must comply with Minnesota State Statute 28A

### **Market Hours**

- Market is open to the public:  
Fridays 3-9 P.M.  
Saturday 10-9 P.M.  
Sunday noon-6 P.M.
- Market space opens for set up at noon on Fridays.
- Market opens to vendors/artists at 9:30 on Saturday and 11:30 on Sunday.
- Take down must be completed by 7 on Sunday evening. Vendors that are prepaid for the following weekend may leave their products in place between weekends, but will not be given access throughout the week.

### **Market Operations**

- The Market will begin at exactly 3:00 PM. on Friday. No presales are allowed. Failure to comply with the starting time will result in forfeiture of deposit.
- Market vendors must be ready to start selling when the market opens to the public. Vendors must remain until the Market closes each day.
- Any vendor who the Market staff feels is not complying with the Market rules may be asked to leave.

### **Market Setup**

- All items must be contained within a vendor's assigned space. Vendors may request 1 or 2 stalls.
- Vendors are responsible for providing tables and other items needed for their display. A professional looking set up is required.
- No electricity or water is provided or available.
- Stall space will be assigned by Market staff to allow for the best product mix and traffic flow.
- Market staff has the authority to move and reassign stall space to enhance or facilitate Market operations at any time during the season or at the discretion of the Market Manager.
- Stall space is available to those actively engaged in selling accepted products. Accepted products are those listed in the Market Good section of this document. Solicitation unrelated to the sale of approved goods is prohibited.
- Stall space is not transferable.
- All displays must be neat and tasteful.
- Pets, smoking and alcoholic beverages are prohibited in the Market.
- The general cleanliness of the Market is everyone's responsibility. All vendors must keep their area neat while selling and make certain that the area is clean before leaving.
- All Market vendors should represent themselves in an appropriate manner, dress, and state of cleanliness. Shirts and shoes must be worn at all times.
- Price, terms of sale, etc. are determined between buyer and seller only.

- All vendors agree to abide by fair business practices.
- Vendors must dispose of all trash in appropriate dumpsters. This includes debris, bags and boxes as a result of their sales. Trash cans are provided only for consumer use only. Vendors found in violation of this will be fined.
- Vendors selling ready-made food at the Market must have adequate garbage receptacle(s) visible and accessible to customers.

### **Permits, Licenses, Taxes and Insurance**

- All permits and licenses required by the City of Minneapolis, Hennepin County, the State of Minnesota or the Federal Government are the sole responsibility of the vendors.
- Any required sales tax collections and remittances are the sole responsibility of the vendors.
- All vendors are responsible for knowing if they need a sales tax ID number. If you are required to have a number, that must be included on the Market application. If you do not require a tax ID number, a confirmation letter stating so must be submitted to the Market Manager.
- Vendor assumes full liability for the products they market or sell and hereby agree to hold ROF Calhoun Square LLC harmless against any claim of injury or damage by any buyer, seller, or other persons resulting from the use, consumption, disposition, display or marketing of seller's products.
- ROF Calhoun Square LLC is not liable for any injury, theft, or damage to either buyers or sellers arising out of/ or pertaining to preparation for/ or participation in the Artist Market, whether such injury, theft, or damage occurred prior, during, or after the Artist Market. Vendor further agrees to indemnify and hold ROF Calhoun Square LLC harmless for and against any claims for such injury, theft, or damage.
- All vendors must carry their own general liability and product liability insurance, as the Calhoun Square Artist Market does not provide this coverage.
- All vendors must include a copy of all licenses and insurance certificate with their application.

### **Violation Enforcement**

- The Market reserves the right to enforce the rules and regulations stated in this document. The Market Manager reserves the right to levy fines on Market vendors for any violation of Market rules, including forfeiture of deposit.
- All violations and complaints will be investigated and reviewed by the Market Manager. Fines will be levied accordingly.
- Vendors may appeal fine levy decisions, in writing, to the Market Manager within five business days of written notification. Following review of written appeal, the Market Manager's decision is final.
- Fines must be paid within ten business days of receipt. Unpaid fines may result in additional fines and/ or loss of selling space permanently.
- Fine amounts will increase with additional violations. A vendors' inclusion in the Market will be reviewed upon three violations and may result in revocation in rights to sell at the Market.
- All offenses are cumulative over the lifetime of a vendor's participation in the Market.

### **General rules and requirements for all business types**

- No vendor is allowed to operate under a franchise agreement.
- The Market does not offer exclusive rights to any one vendor to sell any one product. ‘