

MIDLOTHIAN DOWNTOWN MARKET

2023



Vendor Information and Application

* A non-refundable application fee of \$20 is due when turning in your application. This fee will be deducted from your market dues, should you be accepted to participate in this year's Farmer's Market.



Mission Statement:

The Midlothian Downtown Market strives to provide locally produced foods and products to families, friends, neighbors, and visitors. In doing so, we hope to create a sense of community and social gathering.

Events:

The Midlothian Downtown Market is committed to providing a full schedule of special events that will attract local families and customers to the market. We will sponsor an open Midlothian Downtown Market every Saturday from April 1st through November 18th.

- Hours: 10:00 am until 2:00 pm or until everything is sold.
- Location: Downtown Midlothian/Heritage Park/Larkin Newton Cabin
- Check In: 9 am on Market Day
- All fees must be paid and permits on file prior to Market day.

APPROVED PRODUCTS/PRODUCTS MIX

The products mix for the Midlothian Downtown Market is designed to provide fresh produce and unique food items from the region, although a focus on Texas and local Ellis County products is preferred. The Midlothian Downtown Market will be open to any opportunity to broaden the market's offerings. It is our goal to provide a wide variety of products at the Midlothian Downtown Market events as possible.

The following product mix guidelines are included to assist vendors in identifying the types of businesses allowed in the Midlothian Downtown

Market. This listing is not all-inclusive, and vendors are encouraged to submit applications to sell unique items, custom creations, creative suggestions for quality food and food related products.

1. **Foods:** The following food items are suggestions but do not limit yourself from pursuing other opportunities.
 - a. Fresh produce (fruits, vegetables, nuts, herbs, grains etc.)
 - b. Meats and Dairy
 - c. Bakery
 - d. Coffee and Teas
 - e. Confections
2. **Prepared Foods:** The Midlothian Downtown Market will permit a variety of prepared food. All prepared foods must be labeled properly according to State and Federal Regulations.
 - a) Fine Chocolate
 - b) Olive Oils and Vinegars
 - c) Jams and Jellies
 - d) Dressings
 - e) Spices/Herb Blends
3. **Food and Kitchen Related Products:** The Midlothian Downtown Market will permit a variety, of other food related products including for example:
 - a. Kitchen Store with Kitchen Products
 - b. Cookbooks
 - c. Picnic Baskets/Lunch Bags/Lunch Boxes
4. Florist
5. Home/Garden
6. Arts and Crafts
7. Artists/Paint/Sculpture/Woodwork/Metal/Etc.

GROUND RULES

1. All Midlothian Downtown Market businesses must remain open for the entire time of the operations of the Midlothian Downtown Market.
2. Set up will start no earlier than 8:00 am; vendors must be in place with their booth completely set up no later than 10:00 am.
3. The Midlothian Downtown Market is not a food court. It is a place where customers purchase products for use off site.
4. All vendors shall conduct themselves in a professional manner, including: no alcoholic beverages, no smoking, no pets, and shoes/shirts are always required.
5. A limited number of businesses will be allowed to sell "non-food" related products such as imports, garden, artesian or handcrafted products.

6. All vendors must outline and provide photographs of products that they intend on selling. Additional products cannot be sold without first submitting a written proposal to the Midlothian Downtown Market Administrator requesting approval and receiving a written approval. Vendors attempting to sell products that have not been listed on their original product list will be required to remove any unapproved products immediately.
7. Agricultural products licensed, inspected or otherwise regulated by the federal government, the State of Texas, Ellis County or the City of Midlothian may be sold only upon the Midlothian Downtown Market's receipt and acceptance of required documentation of compliance. Vendors must abide by all applicable federal, state and local health regulations, and must adhere to federal guidelines on all labels.
8. All equipment must meet applicable federal, state and local regulations including, City of Midlothian Health Code, Fire Code and City Permits.
9. All products shall be sold at a standard weight or measure.
10. All costs associated with equipment or space is the vendor's responsibility.
11. All payments are to be made by cash, check or money order. Please make checks payable to Midlothian Downtown Business (MDBA).
12. No products are allowed to encroach into the aisles.
13. Products in the area must be taken back with the vendor at the end of each market day and secured by the vendor.
14. Vendors will be responsible for securing their own product inventory during and at the end of each market day.
15. Products/Displays cannot generate noise or unpleasant odors that will disturb customers or other Vendors. All requests to cease an action or activity must be obeyed.
16. All business' must display a sign on their booth showing the name of the vendor. Signs must have legible writing/lettering.
17. Signage must be done in a professional manner.
18. Each vendor is responsible for obtaining a sales tax number as well as collecting and paying any sales tax that may be assessed on their products required by the State of Texas. The Midlothian Downtown Market is not responsible for collection, audit, or other related sales tax activities.
19. The Midlothian Downtown Market 2023 season is in effect for a total of 34 weeks.
20. NO STAKES will be allowed at Heritage Park to secure the vendor canopies. Only weights are permitted.
21. All trash must be picked up, bagged, and brought to the dumpster located at the southeast corner of city hall. Recycling may be placed

in the recycle dumpster located at the northeast corner of city hall's parking lot.

22. All food vendors will be located at the northeast corner of Heritage Park in the city hall parking lot (not on the grass area).

23. As stated, spots are first come first serve. For anyone who would like to reserve a designated spot at the beginning of the market a \$25 fee will be assessed in addition to your market fee.

LOCAL CONTACTS FOR PERMITS

CITY OF MIDLTOHIAN

1150 NORTH HWY 67 MIDLTOHIAN, TX 76065

PHONE: (972) 775-7614

HOURS: MONDAY-FRIDAY 8:00AM-5:00 PM

**IF A TEMPORARY FOOD PERMIT IS REQUIRED IT WILL LAST THE DURATION
OF THE ANNUAL MARKET.**

PLEASE RETURN VENDOR APPLICATION:

MIDLOTHIAN DOWNTOWN MARKET, Committee

Journey Slayton And Jordy Jordan

**PHONE: (972)670-5642 EMAIL: Wheresjourney@gmail.com /
jordy@bigdbbq.com**

Address: 214 W Avenue F, Midlothian, TX, 76065

PLEASE MAKE CHECKS PAYABLE TO:

MIDLOTHIAN DOWNTOWN BUSINESS ASSOCIATION

Indemnity Agreement

Whereas _____, a vendor, charitable organization, or other type of entity (user) desires to participate in the Midlothian Downtown Market; and Whereas, such organization meets the criteria for participation in the Midlothian Downtown Market and agrees to obey the rules of the market and understands the nature of operating within the Midlothian Downtown Market and their responsibilities as a market vendor or participant in the market, including assuming responsibility for safe operation and conduct of their business within the market; the user agrees to indemnify, hold harmless and defend the Midlothian Downtown Market, it's officers, agents from and against all liability for all claims, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use) and expenses including court cost and attorney's fees and other reasonable costs occasioned by or arising out of user's presence within the market area permitted by the Downtown Business Association conducted in connection with or incidental to participation and arising out of or resulting from the intentional acts or negligence of user, its officers, agents, or person participating in the event sponsored by the user.

User further agrees that it shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, participants, visitors, and other persons as well as their property, while in or on the market and surrounding areas. It is expressly understood and agreed that the Midlothian Downtown Market shall not be liable or responsible for the negligence of the user, its officers, agents, participants, visitors, and other persons.

It is further agreed with respect to the above indemnity, that the Midlothian Downtown Market and user will provide the other with prompt notice of any event covered in any way directly or indirectly, contingently or otherwise affected or which might affect the user of the Midlothian Downtown Market.

User further agrees that this indemnity provision shall be considered as an additional remedy for the Midlothian Downtown Market and not as an exclusive remedy.

Username: _____

Title: _____

Signature: _____

Date: _____

VENDOR AGREEMENT

The Midlothian Downtown Market will require a completed Vendor's Application. The Midlothian Downtown Market currently is charging a booth space of \$150.00 for the 2023 Season (consisting of 34 weeks). This fee is subject to change at any time. All Vendors must be assigned a Midlothian Downtown Market booth prior to the date of the market to be a valid Vendor. Midlothian Downtown Market Administrator does not guarantee the exclusivity for any product. The Midlothian Downtown Market Administrator will review all applications and then make the placements. Midlothian Downtown Market will take into consideration the senior Vendors; however, this will not be the only basis for the selection of your booth placement. Electricity is not currently provided with the booths. By signing below, the Vendor agrees to be fully liable for any and all claims arising from or related to their booth, products and activities. In addition, Vendor agrees to hold harmless the City of Midlothian, the Midlothian Downtown Business Association for any or all claims arising from or related to their booth, products, and activities. Payment will need to be recieved apou acceptance of your application.

I acknowledge and understand the agreement stated above.

Signature: _____ Date: _____

4/1	4/8	4/15	4/22	4/29	5/6	5/13	5/20	5/27	6/3
6/10	6/17	6/24	7/1	7/8	7/15	7/22	7/29	8/5	8/12
8/19	8/26	9/2	9/9	9/16	9/23	9/30	10/7	10/14	10/21
10/28	11/4	11/11	11/18						

FOR OFFICE USE ONLY/ATTENDANCE:

****Dates Are subject to change in order to align better with city events *** ***Due to our great Texas weather If the**

temp is over 97 degrees or under 50 degrees the market will be cancelled.**

Vendor Application

Date: _____ Type of Business: _____

Name of Business: _____

Primary Contact Name: _____

Business Address: _____

City: _____ State: _____ Zip code: _____

Phone Number: _____

Email Address: _____

Web site: _____

Social media: _____

Brief list of products you wish to Provide:

Also please attach photographs of products you would like to sell.

I have Read and Understand the Midlothian Downtown Market Vendors packet, and I Agree to Abide to all Midlothian Downtown Market Rules and Guidelines.

Primary Contact Signature: _____ Date: _____

Office use only:

Paid by Cash: _____ Paid by Check: _____

Full List of Market/ Event Rules

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- 2. Set up will start no earlier than 8:00 am; vendors must be in place with their booth completely set up no later than 10:00 am.**
- 3. The Midlothian Downtown Market is not a food court. It is a place where customers purchase products for use off site.**
- 4. All vendors shall conduct themselves in a professional manner, including: no alcoholic beverages, no smoking, no pets, and shoes/shirts are always required.**
- 5. A limited number of businesses will be allowed to sell "non-food" related products such as imports, garden, artesian or handcrafted products.**
- 6. All vendors must outline and provide photographs of products that they intend on selling. Additional products cannot be sold without first submitting a written proposal to the Midlothian Downtown Market Administrator requesting approval and receiving a written approval. Vendors attempting to sell products that have not been listed on their original product list will be required to remove any unapproved products immediately.**
- 7. Agricultural products licensed, inspected or otherwise regulated by the federal government, the State of Texas, Ellis County or the City of Midlothian may be sold only upon the Midlothian Downtown Market's receipt and acceptance of required documentation of compliance. Vendors must abide by all applicable federal, state and local health regulations, and must adhere to federal guidelines on all labels.**
- 8. All equipment must meet applicable federal, state and local regulations including, City of Midlothian Health Code, Fire Code and City Permits.**
- 9. All products shall be sold at a standard weight or measure.**
- 10. All costs associated with equipment or space is the vendor's responsibility.**
- 11. Samples may only be given if your vendor booth has received a Temporary Food Permit from the city of Midlothian, permitted for the Midlothian Farmer's Market.**
- 12. Vendors may NOT trade or sublet vendor spaces.**
- 13. All payments are to be made by cash, check or money order. Please make checks payable to Midlothian Downtown Business (MDBA).**

14. All fees **MUST** be paid prior to occupying any vendor space.

15. Should a vendor choose to surrender their booth for the season, and then decide to come back again, the original application fee of **\$150 WILL BE** due again.

16. It is the vendors responsibility to make sure that a Temporary Food Permit from the City of Midlothian is issued, if need be, prior to set up.

17. No products are allowed to encroach into the aisles.

18. Products in the area must be taken back with the vendor at the end of each market day and secured by the vendor.

19. Vendors will be responsible for securing their own product inventory during and at the end of each market day.

20. Products/Displays cannot generate noise or unpleasant odors that will disturb customers or other Vendors. All requests to cease an action or activity must be obeyed.

21. All business' must display a sign on their booth showing the name of the vendor. Signs must have legible writing/lettering.

22. Signage must be done in a professional manner.

23. Each vendor is responsible for obtaining a sales tax number as well as collecting and paying any sales tax that may be assessed on their products required by the State of Texas. The Midlothian Downtown Market is not responsible for collection, audit, or other related sales tax activities.

24. The Midlothian Downtown Market 2023 season is in effect for a total of 34 weeks.

25. **NO STAKES** will be allowed at Heritage Park to secure the vendor canopies. **Only weights** are permitted.

26. All trash must be picked up, bagged, and brought to the dumpster located at the southeast corner of city hall. Recycling may be placed in the recycle dumpster located at the northeast corner of city hall's parking lot.

27. All food vendors will be located at the northeast corner of Heritage Park in the city hall parking lot (not on the grass area).

28. As stated, spots are first come first serve. For anyone who would like to reserve a designated spot at the beginning of the market, a \$25 fee will be assessed in addition to your market fee.

(* Please note that preference will be given in order of seniority.)

29. Any vendor that is a NO CALL NO SHOW could assess penalties, due to the DMBA before their return to the market.

A. If a vendor fails to show, without communicating with one of our committee members, that vendor may be assessed a penalty fee of \$5 for the 1st offense

\$10 for the 2nd offense

\$20 for the 3rd offense

B. If a vendor becomes a habitual no call no show type of vendor, then the committee could consider that vendor's booth space as abandoned. Should this ever happen, that vendor risks losing their space at the market, and may not be asked back.

C. Should a vendor be removed from their spot (as a result of the no call no show policy), the newly opened spot may be offered to the next applicant in line for the market.

D. Should a vendor terminate their spot (due to their own choice), the newly opened spot may be offered to the next applicant in line for the market.

30. Attendance and commitment is vital to the success of our market. Any vendor that fails to show up for the majority of the season, will forfeit their right to attend any and all DMBA sponsored events, City sponsored events, and Chamber events in which the Farmer's Market has been invited to attend. *Please note, that the said vendor may still participate and register for those events as an separate and individual vendor.

31. No refunds for market fees will be given after the start of the market. (*All refunds for market fees must be requested at least 48 hours prior to the 1st scheduled market day.)

32. DMBA and Farmer's Market Committee reserves the right to revise rules and regulations at any time, and shall provide vendors with such revisions.