



# VENDOR LEASE

&

# RULES & OPERATIONS

## 2024 SEASON

  @12southfarmersmarket

[12southfarmersmarket.com](http://12southfarmersmarket.com)



# VENDOR LEASE AGREEMENT 2024 SEASON



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## **MARKET ORGANIZATION**

12 South Farmers Market LLC is a privately owned business based in Nashville, TN. The mailing address is PO Box 121917 Nashville, TN 37212.

## **VENDOR APPLICATION**

All Vendors must complete a Market Application in order to be considered to participate in any event coordinated by 12 South Farmers Market LLC. All applicants are required to pay an Application Fee, which is non-refundable.

Acceptance of Vendors will be at the discretion of Market Management. Acceptance is based on the quality of the product(s) and the relevance of the product(s) to the overall diversification and mission of the Market.

The submission of an application to lease a booth space at the Market serves as the Vendor's agreement to abide by the rules of the Market, as established by the Market's governing body and enforced by Market Management. Violation of the rules of the Market may be grounds for dismissal from the Market.

## **APPLICATION PROCESS**

After your application is submitted, you will receive a series of emails to keep you updated on the status of your application.

Status Types:

Approved: Your application has been reviewed by our team and you have been approved as a 12 South Farmers Market vendor. We will provide you with further details on the next steps, including booth assignments, market regulations, and any additional information you may need.

Waitlist: If a vendor is not initially assigned market dates, they will be added to the waitlist.

## **BOOTH SPACE LEASING**

Vendors can lease booth space for the full Market season, or for select dates. After selecting their desired dates, vendors agree to pay the weekly booth fee for each of their approved dates, regardless of attendance ie. cancel or no show. A vendor's approved dates will be determined at the start of the season during the application process.

The daily booth lease fees per space type are as follows:

10ft x 10ft Retail Tent in market field: flat \$—/week

10ft x 10ft Food & Beverage Service Tent in food court: flat \$—/week

25ft x 10ft Food & Beverage Service Truck or Trailer in food court: flat \$—/week

If Vendors need to lease multiple 10ft x 10ft spaces, this must be indicated on the initial application.

All Vendors must have a valid credit card on file within Marketspread. Vendors will be sent an invoice and be Auto-Charged to this card every week, 72 hours prior to the market. This card will also be used for fees associated with late cancelations and no shows. See below in Vendor Attendance Policy.

Vendor spaces will be assigned at the determination of Market Management. Vendors may not share a booth space with another Vendor. No subletting of space is permitted. Booth lease agreements are non-transferable. Assigned spaces may vary slightly throughout the season.

## **INSURANCE REQUIREMENTS**

Per, Metro Nashville Parks Department, all Vendors must provide proof of general liability coverage at a minimum amount of \$1,000,000.00 and name the Market as an additional insured. A current certificate must remain on file with the market. Expired certificates will not be accepted.

## **VENDOR OPERATIONS**

Vendors must supply their own 10x10 tent, tent weights, tables, chairs, etc. For safety reasons, Vendors will not be permitted to set up without a tent and tent weights. All Vendors must have a sign clearly showing their business name and location.

Nothing, including signage, will be allowed to extend outside the designated booth space dimensions (10ft x 10ft). If a Vendor needs space outside of their 10ft x 10ft area for a generator or storage, it must be pre-approved by Market Management. All generators must be enclosed in order to minimize sound and exhaust. Vendors may be required to rent a second booth space, depending on the request made.

Vendors may not make any public sales of products or merchandise before 4pm or after 7pm. Vendors must have their booth space set up for sales from 4pm to 7pm. A \$25 fee will be assessed to any Vendor for packing up/leaving the Market before close of business.

Vendors shall be responsible for final clean up of their assigned booth space including complete removal of equipment used for the sale or display of any and all merchandise. All vendors are responsible for picking up and removing their own trash and other waste from the premise. Vendors may not use Sevier Park trash cans for their own trash and other waste.

## **VENDOR ATTENDANCE**

In the event of an unforeseen absence (cancellation), the Market Manager must be notified at at least 72 hours prior the market via email. If a Vendor does not attend the Market on one of their scheduled dates, they are still responsible for paying the daily booth lease fee for that date.

If a Vendor cancels without informing the Market Manager via email at least 72 hours prior to the Market date (before 11:59 PM on Friday for a Tuesday Market) , they will be charged a \$25 late cancellation fee in addition to their booth space fee.

The Market will not refund any booth lease payments unless Market Management is unable to provide the booth space due to cancellation of the Market. The Market is open rain or shine and unfavorable weather does not warrant a refund or a credit to any Vendor.

Vendors who continually miss their scheduled Market days will forfeit their rights to a booth space. No refunds of booth lease payments will be made.

## **VENDOR AGREEMENT**

Vendors shall take all reasonable precautions for the safety of its employees, workers, volunteers and all customers and visitors shopping in the Market Area and around its booth. Vendors shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of Market Management and/or any City of Nashville official bearing on the safety or protection of persons or property located on or near the Market Area, and in or around the booth space.

Vendor shall defend, indemnify and hold Market Management/Owner any parents, affiliates, principals, agents and employees of either and both, and any other owners harmless from any and all claims whatsoever arriving in any way out of Vendor's acts or omissions in, on and about the Market Area and the activities therein.

This Agreement shall automatically terminate if Vendor does not timely pay booth rental fees or fails to fully comply with any of the terms of this Agreement. In addition, Market Management/Owner shall have the right to terminate this Agreement upon five (5) days written notice to the Vendor if Market Management/Owner receives three (3) or more complaints about a Vendor's product, performance or conduct during the term of this agreement.

Vendor shall comply and cause it's employees and assistants to comply with any rules and regulations established by Market Management, including but not limited to the Market Rules & Operations. Vendor hereby acknowledges receipt of a copy of this document (Market Rules & Operations). Market Management may change or alter the rules as it deems necessary or appropriate for the overall good of the Market Area. Vendors will be notified of any changes.

Vendor Name (Printed) : \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Date : \_\_\_\_\_

## **GRIEVANCE POLICY**

Any Vendor with complaints regarding policy or implementation of policy can request a meeting with Market Management and will be contacted in a timely manner to schedule a meeting. All complaints against another Vendor must be addressed in writing to Market Management.

An investigation and/or inspection will be conducted against the accused Vendor. All complaints will be reviewed by Market Management in an attempt to resolve the issue. If Management is unable to resolve the complaint, then a written follow up may be made to the Market's governing body. The governing body will address the complaint at the next regularly scheduled meeting. The decisions of the governing body are final.

# MARKET ORGANIZATION

12 South Farmers Market LLC is a privately owned business based in Nashville, TN. The mailing address is PO Box 121917

Nashville, TN 37212.

## PHYSICAL LOCATION & HOURS OF OPERATION

The 12 South Farmers Market (12SFM) is held in Sevier Park, located at 3000 Granny White Pike, Nashville, TN 37212. Every Tuesday from 4-7pm, May through October. Sevier Park is managed by the Metro Nashville Parks Department and is utilized under permit by 12SFM.

## RAIN OR SHINE MARKET

12SFM is a "Rain or Shine" Market. The Market will be held each Tuesday, during the designated season, rain or shine. If rain is forecasted, the Market may be held in the parking lot of Sevier Park, rather than the grass field.



## MARKET MANAGEMENT

The Market Manager's job is to coordinate all weekly activities and to implement the Market's policies. The Market Manager also acts as a conduit of information between the Vendors, Customers and Community Partners. The Market Manager has complete authority to interpret and implement policies at the Market site.



# LOCALLY PRODUCED

All produce and protein sold must be locally grown. Locally grown means that the product must have been grown/raised within a 150-mile radius of Davidson County, TN or within the State of Tennessee. Allegations of sidestepping this regulation will be vigorously investigated and may result in expulsion from the Market. The sale of live animals is not allowed at the Market.

# PRODUCERS ONLY

Each Vendor in the Market must be directly involved with the production of goods they wish to sell at the Market. Farmers who wish to sell at 12SFM must certify that they have grown their own produce and/or proteins or make their value-added product. The resale of produce is not permitted. No wholesale brokers will be allowed.

A Producer is defined as the person who grows or makes the product. This may include the Producer's immediate family, partners, employees or a local cooperative. No more than three (3) Producers may be represented in one space and only if all the Producer's farm certificates are displayed and the products are clearly marked as to their origin. Any false representation of a product will be grounds for expulsion from the Market. The Producer's name must be clearly displayed in each booth.



# MARKET MANAGEMENT INSPECTIONS

All Market Vendors should prepare for a site visit by Market Management during the growing season. Failure to allow a site visit once given reasonable notice may be grounds to revoke your right to be a Vendor at the Market.

Quality control is one of the most important factors in the market. Routine inspections may be conducted. If your product is found unfit to sell at the Market, the Market Manager may ask you to discontinue sales of this item immediately. Vendors who repeatedly attempt to sell unfit items or produce may be asked to leave the Market.



## VENDOR LOADING PROCEDURES

On Market days, Vendors may begin arriving on location at 2:00PM. Vendors must drive to their booth, unload and remove their vehicle from the market before setting up their space. No vendor vehicles will be allowed to drive into the Market area after 3:00PM. All vehicles must be out of Market area no later than 3:30PM. Late vendors will need to temporarily park in the parking lot and carry items to their assigned booth space on the field. Vendors are not permitted to load in or out from the streets.

## VENDOR PARKING

Per, the Metro Nashville Parks Department, no vehicles may remain on the Market field during operational hours. Once Vendors have unloaded their vehicle at their assigned booth space, they will park in the TDOT (Tennessee Department of Transportation) parking lot, located across from the park at the corner of Gale Lane and Granny White Pike.

See Map.



# HEALTH AND SAFETY REGULATIONS

It is the responsibility of each Vendor to abide by all State and Federal regulations which govern the sampling, production, labeling, and safety of the product said Vendor offers for sale at the Market. Failure to comply may result in forfeiture of the Vendor's selling privileges at the Market.

All processed/prepared foods must comply with all applicable State and Federal health and safety regulations. A copy of the commercial kitchen certificate or domestic kitchen certificate must be displayed in the booth at all times. Proper labeling must be used as defined by the proper authority. Documentation of certified scales must be displayed in the booth. Proper labeling pertaining to organically grown produce must be displayed.

If you have any questions on this matter, please speak with Market Management, the Tennessee Department of Agriculture Regulatory Services, or the Davidson County Health Department.



## SANITATION REQUIREMENTS

All Vendors must adhere to sanitary procedures for selling produce and value-added items. All Vendors must dress appropriately. Vendors who provide samples and/or products that will result in waste material, such as cups, rinds, and corn cobs, must provide containers for waste disposal. Smoking (including e-cigarettes/vaping), alcoholic beverages, and firearms are NOT allowed in the Market, including the parking lot. Vendors may not bring domestic pets into the Market.

## POP-UP EVENTS

In addition to the seasonal Tuesday Markets in Sevier Park, Market Management coordinates “Pop-Up” Markets, both at the park and at other locations throughout the greater Nashville area. I.e. Cozy Fest and Holiday Market. Vendors will be able to apply for Pop-Ups on Marketspread at the beginning of the season. All regular season rules apply to pop-ups.



## EXTENSION CERTIFICATION

For growers, a producer certificate must be completed before selling at the Market. The certificate can be obtained through your County Extension Office. A copy of the certificate must be displayed in your booth space.

## VALUE-ADDED PRODUCTS

Farmers may sell any farm products, including value-added products (i.e. jams, sauces, etc). At least one ingredient or material in any value-added goods sold in a Vendor’s booth must have been grown on the producer’s farm.

## GLEANNING

At the end of the Market day, Market Management may organize a food gleaning. An approved community group and/or non-profit will accept donations of food and distribute it to people in the community who need it.