**
2019 VENDOR RULES AND REGULATIONS MARKET GOVERNANCE:**
The Northmont Community Market(NCM) is governed by the Market Board which determines the market’s direction, vendors, locations and changes thereto, vendor fees, rules and regulations, and all other factors relating to the operation of NCM. The Market Board consists of local business owners and citizens actively pursuing economic development while moving to promote more community vibrancy. To contact the Market Board please email northmontmarket@gmail.com.
**MARKET MANAGER:** The Market Manager is appointed by the Market Board and oversees all operations, enforce rules and regulations and supports communication among vendors and the Market Board. Concerns can either be addressed in person or via email at northmontmarket@gmail.com. **MARKET LOCATION:** Randolph Plaza on North Main Street heading South – just past Miami Valley North. In the plaza with the Ohio BMV and La Fiesta.
**HOURS OF OPERATION:** The Northmont Community Market will begin the first Sunday in June and be held each Sunday until the last Sunday in October for a total of 22 market days. Hours of operation are 11:00 a.m. to 3:00 p.m. Vendors may begin setting up as early as 9:30 a.m. and must be ready to sell to the public promptly at 11 a.m. All vehicles shall be removed from the market area by 10:30 a.m. Vendors may not break down their booth prior to 3:00 p.m. without prior approval from the Market Manager. Vendors shall be off property no later than 4:00 p.m.
**VENDOR DEFINITIONS:** NCM is open to all types of vendors, including but not limited to: Farmer/Grower, Baked Goods, Retailer, Producer, Food Trucks, Artisan/Handmade, and Non-Profits and Service Organizations. \*​Direct Sales​ are permitted on the 3rd Sunday of every month and at the Final Sunday of the Market in October.
**VENDOR APPLICATION:** All NCM vendors shall complete a vendor application. The application must be submitted and approved by Market Manager and fee paid prior to set up at the market.

1. Applications are available by request at northmontmarket@gmail.com and can be submitted to northmontmarket@gmail.com and are also available online at www.northmontmarket.com
2. Vendors are responsible for all required permits, licenses, and insurance necessary to conduct their business.
3. Vendor releases NCM, Market Board, Randolph Plaza, City of Clayton, City of Dayton 45415, and Montgomery County from any and all liability.
4. Vendor pays vendor fee appropriate for their category.
**FEES AND RESERVATIONS:**
1. 2019 Fees for a 10’ x 10’ booth are: **Seasonal**, 22 weeks $200 ​(Seasonal vendor fee will be reduced to $120 ​if application and payment is submitted prior to March 1st, 2019; and reduced to $180 ​if application and payment is submitted prior to May 1, 2019); **Partial**, ​pick 4 Sunday Market dates $45​; **Drop-In**, $15/date. **Charities and Non-Profits**: FREE with $15.00 Booth Space Deposit per date - ​Fully refunded if you fulfill the date commitment per Market times and rules. No shows or cancellations for any reason will lose the deposit. Date choices are FINAL per application approval and are non-transferable, non-refundable, and non-negotiable. Any date changes are charged additional $15.00 change fee.
2. Payment shall be submitted prior to vendor set-up at the Market.
3. Space is available on a first come, first serve basis. Please be sure to submit a completed application and payment to secure your spot.
4. Payment may be submitted via check or PayPal. Cash can be accepted if needed. PayPal is preferred. PayPal payments will be invoiced with 15-days of receipt of application. PayPal shall be invoiced as “friends and family” so no fees are charged. If payment is submitted and a PayPal collects a fee, is it the responsibility of the vendor to pay the fee.
5. If payment is returned for any reason, you will be liable for bank fees as permitted by law. You are required to inform us if your account has been closed.
**CANCELLATION POLICY:** All Market fees PAID are Non-Refundable, Non-Negotiable and Non-Transferable. No REFUNDS will be issued for No-Shows or Cancellations for ANY Reason. Date changes will be assessed an additional $15.00 change fee. ​If there is truly an emergency, the Market can review these requests for a possible refund on a case-by-case basis. The Market Board decision is FINAL and cannot be disputed. See guidelines for Extreme Circumstances Cancellation below.
1. Market Cancellation: NCM will be held rain or shine. There are no refunds due to inclement weather.​ Cancellation of the market is at the discretion of the Market Manager and adhered to by all vendors. In the case of severe weather, the Market Manager will make an announcement no later than two hours prior to the start of the market. Notices will be sent via contact provided and social media.
2. Vendor Cancellation:​ 48-HOUR VENDOR​ COURTESY​ CANCELLATION NOTICE is required. ​ This is a courtesy so that we can update our vendor lists, social media, etc. to let the public have an accurate list of our market vendors. Send an e-mail to northmontmarket@gmail.com. DEADLINE is 11 a.m. the Friday before any scheduled market date. NO REFUNDS are given for Cancellations.​ If this courtesy deadline is missed, it can result in the termination of the application for any additional Market days with NO REFUND.
3. Extreme circumstances for cancellation ​can be presented to the board via email only at northmontmarket@gmail.com for consideration. Board decisions on any REFUND request are final and indisputable.
4. NO SHOWS:​ If you are a NO SHOW​, there are NO REFUNDS. Any future space reserved can be canceled at the discretion of the Market Manager with NO REFUND​ due.
5. Vendor subleasing of spaces is not permitted as per the Non-transferable rule. Sellers may not transfer or sell any part of their booth or turn a reservation over to another seller. All sellers must reserve their own space. Space is NON-TRANSFERABLE, NON-NEGOTIABLE, AND NON-REFUNDABLE. **MARKET DAY PROCEDURES:**
1. Spaces are assigned weekly by the Market Manager.
2. Vehicles must be unloaded and removed from the market area. Vendors must be set up and all vehicles must be removed from the market area by 10:30 a.m.
3. Vendors are expected to remain with their space and be available to the public until 3:00 p.m.
4. A vendor needing to leave the market early must request approval prior to the opening of the market. At the Market Manager’s discretion, a vendor’s location may be adjusted to facilitate an early departure. 5. Vendors are responsible to furnish their own display cases, tables, chairs, tent, tent weights, paper or plastic bags for merchandise, a bag or box for trash and the appropriate funds to make change for your transactions.
6. Tents shall be fireproof and weighted down. No drilling or anchoring into the pavement, vehicles or building is permitted.
7. All vehicles not a part of the vendor’s display or promotion must be parked in designated parking areas.
8. Vendors are responsible for their own display, tables, umbrellas, tents, money, and the cleanliness of their space during the Market and clean-up after.
9. The Market Manager may ask a vendor to change a display if it presents a safety risk or may be considered offensive.
**VENDOR RESPONSIBILITIES:**
1. All vendors will maintain a clean, attractive display in their booths.

2. Vendors are independent and therefore liable for applicable licenses, insurance and collection of sales tax. Vendors shall provide a copy of their insurance when requested.
3. NCM is not responsible for any damage and/or theft of property. Make sure that your vendor space is properly staffed at all times. We recommend you bring along someone to assist you at your vendor space.
4. Modifications to the list may be permitted if submitted in writing 7 days prior to the first date of sale and approved by the Market Manager.
5. No vendor shall smoke tobacco, drink alcohol and/or possess any controlled substance while at the Market. No firearms allowed.
6. All vendors will adhere to the health regulations of the Montgomery County Health Department. All fees in regard to this are the responsibility of the vendor.
7. Canopies and Tents
a. All vendors setting up a canopy or tent for their booth must have it properly constructed and secured: b. Weights must be fastened to the frame of the tent with secure fasteners;
c. ALL unsecured tents and large umbrellas for public safety reasons will immediately be removed by a Market Manager or their representative;
d. During unusually windy conditions, NCM reserves the right to require vendors to take down canopies and tents;
e. All tents and canopies must remain in assigned booth spaces.
f. Vendor accepts and agrees that NCM will not be responsible, or liable, for the vendor’s use of a canopy, or its construction. Each vendor agrees to and shall hold NCM harmless from and indemnify NCM against any injury or property damage that may occur due to the use of such equipment. **CATEGORY OF VENDORS:**
1. Retailer, Artisan/Homemade, Baked Good, Producer, Farmer : It is the NCM goal to only permit three of the same items being sold at the market at one time. Therefore space may be limited and vendors are permitted on a first come, first serve basis. \*Direct Sales are permitted every 3rd Sunday of the month and on the final market day of the season.

2. Non-Profits and Service Organizations:​ ​There will be four spaces available per week for the use by non-profit and service organizations. Spaces are available on a first come, first serve basis. Proof of non-profit status must be submitted with vendor application. The spaces are FREE with $15.00 Booth Space Deposit per date - ​Fully refunded if you fulfill the date commitment per Market times and rules. No shows or cancellations for any reason will lose the deposit.
3. Food Vendors: It the goal of the NCM to have at least 2 food vendors present every market day. PRODUCT GUIDELINES:
1. Vendors shall grow or produce at least 50% of the products they sell. Any items not homegrown shall be CLEARLY labeled as such.
2. Products allowed include fruits, vegetable, herbs, honey, jams and jellies, baked goods, flowers, bedding plants, potted plants, locally handmade soaps, candles, crafts and other items approved by the Market Manager. Electrical service is not provided, therefore, items such as eggs, meat, cheeses and other items requiring refrigeration shall be at the discretion of the Market Manager and the Montgomery County Health Department. Products will be reviewed on market days to ensure compliance.
3. All products shall be described and labeled truthfully. Packaged food shall be properly labeled with the name of product, ingredient list (if more than one ingredient), name and address of where food was prepared and net weight, volume or numerical count. A certified scale shall be used for items being sold by the pound.
4. The Market Manager may visit farm/business locations to verify compliance with these rules.
5. Prepared foods shall be in accordance with applicable local, state and federal regulations. Vendors shall provide a copy of their food licenses (where applicable) when requested.
6. Vendors shall not resell items produced by another Northmont Community Market vendor without written permission from the product originator.
7. Northmont Community Market Management reserves the right to refuse acceptance of any vendor or item not in compliance with these rules. Should a vendor refuse to remove an item as requested due to noncompliance, future involvement in the market shall be prohibited.
**MANAGEMENT RIGHTS:**
1. All Rules and Regulations will be enforced. The Market Manager will be checking the event for compliance and vendors who are in violation will be subject to not being allowed to participate in the current market and/or future events, temporarily or permanently.
2. Rules and Regulations are subject to change without notice. The most up to date Rules and Regulations will be posted on the NCM website or available upon request.
3. The Market Board and Market Manager reserve the sole and exclusive right to reasonably deny service and/or rent to anyone, or to require any vendor to leave for non-compliance of Rules and Regulations.
**GRIEVANCES:**
1. In-Writing : Any vendor that may have a grievance shall first email with the Market Manager in writing via northmontmarket@gmail.com to attempt to get an acceptable resolution. a. If the grievance is resolved with the Market Manager, the Market Manager shall provide the NCM Board a written summary of grievance and resolution.
2. In-Writing : If the grievance cannot be resolved with the Market Manager the vendor may then submit, in writing, their grievance to the NCM Board President. The President’s contact information can be found at https://northmontmarket.wixsite.com/northmontmarket/the-board
3. Grievance Meeting : The President must acknowledge, in writing, receipt of the grievance. This acknowledgment should inform the vendor raising the grievance of the date, time and location of the meeting with the NCM Board. The meeting should take place as soon as is reasonably practicable, normally within 10 working days of the written grievance having been received, or as soon as possible thereafter.
4. Conduct of the Meeting :
a. Each party to the grievance will have an opportunity to state her/his case at the start of the meeting; b. Each party may cite witnesses;
c. At the end of the meeting, each party will be given the opportunity to sum up their case.
5. Decision :
a. On the basis of the discussion and the evidence provided, the NCM Board will decide how best to deal with the grievance;
b. The NCM Board President will provide a written decision to all parties involved.