

Galveston Island Market Guidelines, Policies & Procedures – 2021

Event Purpose:

- Provide venue for local artisans and handcrafters to sell their products.
- Provide venue for local growers and food vendors to share their products
- Provide interesting quality event on Galveston Island to complement existing storefront merchants, and enhance the Island experience for visitors and residents.

The **Galveston Island Market (hereafter referred to as the Island Market)** policies evolve over time as we establish the best way to conduct a successful monthly market. Vendors and the Community are encouraged to provide input as policies are implemented, tested and tailored to our particular situation. We appreciate everyone's participation as we endeavor to create a great event for our Island residents and visitors.

GENERAL INFORMATION

Location: contiguous sidewalk of these blocks in Galveston's historic downtown Strand District, as needed: 200 and 300 blocks of 22nd Street, 2100 and 2200 blocks of Mechanic Street, and 300 block of 23rd Street.

Times: 10 am - 4 pm

Dates: The Island Market is typically held the 3rd Saturday, March through June and September through December. These dates may be adjusted to accommodate events such as Mardi Gras, etc.

BOOTH FEES

Standard 10' x 10' booth space: \$45

Late Fee, Returning Vendors (see rule #4): \$10

APPLICATION SUBMISSION

It is the Policy of the Galveston Island Market that the seller must be the producer/creator of the products sold at the Market. Only complete Applications will be considered.

The Application must include:

1. Completed and signed vendor application form
2. Photographs of the products to be sold at Market (as a link to artisan's representative online photos on FaceBook, Instagram, etc.; or physical photos emailed to galvestonislandmarket@gmail.com)
3. A check or money order for applicable fees (see application for fees) made payable to:

Island Market
PO Box 2516
Galveston, TX 77553

The payment will reserve a space for the applicant, upon approval by the Market Committee. Fees will be returned if application is not approved. Please do not mail cash.

Applications and online payment options are available at: www.galvestonislandmarket.com

All applications will be reviewed by the Market Committee on a monthly basis, or as needed.

All decisions regarding participation of a vendor in the **Island Market** and the assignment of the vendor's booth space are the sole discretion of the Market Committee. The Market Committee may also restrict the number of vendors selling similar products to help ensure that a variety of products are offered.

Applicant Consideration Will Be Based Upon:

- The applicant must be the producer/grower of the product (i.e., *"seller must be maker or producer"*).
- The originality, quality, attractiveness, and uniqueness of products.
- The available space and **product mix** of the Market.
- Galveston residency. Non-Galvestonians are welcome to apply and participate; however, if multiple vendors have the same/similar product, preference will be given to the local resident.
- Product originality will be judged carefully by the Committee. The Committee strives to achieve a wide variety of unique products, looking especially for "creation" over "assembly" of pre-existing purchased components. Primary design elements must be original design of the artist.

New Application Deadline:

New applications and fee must be received 10 days prior to the Market date for consideration by the Committee. This allows adequate time for Committee Review and notification to the applicant. Applicant will be notified by email of their approval or denial.

Food Vendor Category

Products must be unique and of superior quality. To assure variety, they shall be different from items already sold at existing food booths and nearby downtown storefronts. Food vendors may be limited in consideration of existing Strand businesses. Food vendors must meet all the **Galveston County Health District's** regulations and have all necessary permits and licenses on display.

A Health Inspector may visit the Market to ensure compliance. Failure to comply with Health Department rules and regulations may result in the immediate closure of the vendor's booth.

Non-Profit Category

Only registered Non-Profit organizations with a Galveston presence are allowed. Non-Profits may provide informational materials related to their organization, sell promotional items bearing the organization's name (i.e., t-shirts), and sell other items that are handcrafted by their members. Eligible non-profits may request one free booth space per calendar year. Additional spaces or Market dates will be at the standard booth rates. All other vendor guidelines apply.

MARKET VENDOR GUIDELINES

1. Vendor fee: \$45.00 (10' x 10') for each market date. Payment should be paid online using a credit card or PayPal account. Checks or Money Orders will only be accepted in extenuating circumstances.
2. Vendors will be allowed to share booth space; however, each vendor must submit a separate Vendor Application and receive Market Committee approval. Vendors may request to be paired with a specific vendor. Vendor will not be paired with another vendor without prior approval.
3. Once approved, vendors may submit advance payment for a maximum of three (3) consecutive markets.
4. Approved vendors must submit subsequent fees seven (7) days prior to Market date. Payments received after this deadline, including on-site payments may be charged an additional Late Fee of \$10. Additionally, late payments may cause vendor to be placed in an "overflow" or less than "premium" location.

5. "No-Shows" will result in forfeit of the event fee. Two "no-shows" within a season (spring season or fall season) may result in loss of "Approved Vendor" status.
6. Cancellations: Refunds will be issued only if a notification of cancellation is received seven business days prior to the scheduled Market Day.
7. In case of "Inclement Weather" cancellation by the Market Committee, vendor payments will be applied to next scheduled market date.
8. Vendors must provide any and all elements of their own set up: canopy, chairs, table, table covering, displays, trash receptacle, etc.
9. Canopies are recommended but not required.
10. Canopies **must** be weighted (20 lbs. per leg recommended) or secured at all four points, at all times, to prevent movement due to wind. This is to prevent damage to vendor products and to insure the safety of the vendors and attendees. Canopies may NOT be secured to adjacent historic buildings.
11. Vendors are expected to create a professional display to feature their merchandise. All tables must be covered with table covering and all boxes and crates must be neatly stacked or hidden from view. All vendor equipment and displays are to be freestanding. Nothing is to be anchored or affixed to the assigned space and adjacent structures.
12. Each vendor must identify themselves in their booth with a sign or card stating their name or business name.
13. Electrical power is not available. Vendors may bring and utilize a "quiet generator" or "inverter" or a marine battery. Conventional (noisy) generators are not allowed. Vendors should use an exterior grade three-prong extension cord that meets OSHA requirements for outdoor use.
14. Vendors may not sell any items not approved or listed on their Market application. New items must be reviewed and approved by the committee.
15. Vendor smoking is not allowed in the Market area.
16. Vendor pets are not allowed in the Market area.
17. Each booth must be staffed throughout the entire market.
18. Vendors may begin set-up at 7:30am and should be in place at 10am. No sales should take place prior to 10am.
19. The Market will close at 4pm. Vendors may **not** begin to dismantle before this time without prior approval from the Market Manager. Courtesy to vendors and shoppers requires that all vendors remain at the market until closing.
20. Vendors are responsible for thoroughly cleaning their area and removing all trash OFF SITE. Vendors may not use pedestrian trash receptacles for boxes, etc. Vendor spaces must be completely cleared and cleaned by 5pm.

21. Vendors are solely responsible for compliance with any and all city, county, state and federal rules/laws that pertain to their particular products.
22. Each vendor is solely responsible for State of Texas sales tax requirements. Texas Sales and Use Tax Permit should be displayed during Market hours. (A good quality photocopy is acceptable.)
23. Vehicles must be parked appropriately (in legal parking spaces). Vendors are responsible for any parking fees incurred.

Liability

Vendors must complete and sign the Vendor Application which thereby releases and discharges and agrees to indemnify, protect and save harmless the Market, its agents and employees, and Galveston Art League from and against all claims, demands, causes of action of every kind and character for any injury to or any loss of or damage to property arising from participation in the Market.

Inclement Weather

The **Island Market** will not be cancelled if there is only a minimal chance of “inclement weather.” Our Island weather benefits from coastal breezes, so out of town vendors should not rely solely on Houston metro forecasts when monitoring rain predictions.

Should weather conditions be more severe, vendors will be notified via email as soon as possible – typically by 6pm the day prior to the market (Friday evening). In case of “Inclement Weather” cancellation, vendor payments will be applied to next scheduled market date.

Resolution of Disputes and Market Policy Violations

The Market Committee will assign a Market Manager to be present at each Market. The Market Manager works to achieve a smooth running Market by answering questions, clarifying, implementing, and upholding market policies. He/She will act as an information liaison between customers, vendors, and the Market Committee. The Market Manager has authority to implement policy and to act on any breach or violation of any policy item on behalf of the Island Market Committee. Any disputes not resolved by the Market Manager shall be turned over to the Island Market Committee for further discussion and resolution. The Island Market resolution shall be considered final.

Non-compliance of Market Policies:

Should a vendor be notified of a policy violation and fail to immediately comply with the Market Manager’s request, to come into compliance, the result may be the exclusion from participation in future Markets.

Dispute between Customer and Seller:

The cardinal rule of selling is: “The Customer is always right.” The seller is expected to amicably resolve any issue with his/her customer. The Market Manager should be advised of any customer complaints in case further action needs to be taken.

Disputes between Sellers:

If a problem arises at the Market, between participating vendors, the dispute should be taken to and settled by the Market Manager, as the authorized representative of the Island Market. Disputes between vendors, or harassment of individuals of any kind, are not permitted. If a complaint is not satisfactorily resolved by the Market Manager, at the Market, the complaint must be submitted, in writing, to the Island Market Committee (PO Box 2516, Galveston, Texas 77553) within 7 business days of the incident. The incident will be reviewed at the monthly Island Market Committee Meeting. The persons involved will be notified of the Committee’s decision. The Committee’s decision will be final. Failure to comply with the Committee’s decision may result in the exclusion from participation in future Markets.