



**Returning Vendor Renewal Application for Permission to Sell
May 5, 2018 - April 27, 2019**

Vendor Type:

Farm: _____ Art/Antique: _____ Cottage Industry: _____

Growers Permit: _____ (attach a copy) Current certified kitchen lease: _____ (attach a copy)

Name(s):

Business

Name:

Please Update the Following:

Address: _____

Phone: _____ Cell: _____

Email: _____

Website: _____

Please describe the food or art item(s) you wish to sell at the market. This information is important in planning a well-balanced market with a wide variety of items available to customers, so please be as accurate and realistic as possible. Please note: Not all items listed may be approved for sale at the market.

Vendor Information:

- Vendor set up is between 8:00 a.m. and 9:00 a.m., vendors must occupy space by 8 a.m. If a Vendor has not occupied his/ her space by 8:00 a.m., such space may be assigned to another Vendor.
- After unloading, but before setting up, Vendor must move their vehicles to the free vendor parking in the North Palafox Lot. This lot is located on the southwest corner of the Palafox and Gregory intersection. A Vendor may request permission to exceed the restrictions on parking contained herein only for special occasions or to accommodate large amounts of heavy produce. For identification purposes Vendors will be issued a Parking Pass to be displayed on the vehicle dash- board during market hours.
- Per City Ordinance, Sec # 4-2-33, animals are not permitted.

Please Send:

The completed Returning Vendor Renewal Application, the signed Palafox Market Release and Hold-Harmless Agreement & Liability Disclaimer (See Attached), and your \$25.00 non-refundable renewal fee, payable to "DIB", on or before April 15, 2018, to:

Downtown Improvement Board, 226 S. Palafox Pl, Suite 106, Pensacola, FL 32502

Signature: _____ Printed Name: _____ Date: _____

Palafox Market Release and Hold-Harmless Agreement & Liability
Disclaimer May 5, 2018 - April 27, 2019

In consideration of the undersigned being permitted to participate in the "Palafox Market" which is sponsored by the Downtown Improvement Board, The Community Redevelopment Agency of the City of Pensacola, and the City of Pensacola (collectively the "Sponsors"), the undersigned does hereby release and forever discharge the Sponsors and each of their employees, officers, directors, and agents, jointly and severally, from any and all actions, causes of action, claims and demands for, upon or by reason of any damage, loss, injury or death, or damage to or loss of property arising out of the undersigned's participation in the Palafox Market.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provision of any state, federal, local and/ or territorial law, or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or not suspected to exist at the time, are hereby expressly waived.

The undersigned agrees on behalf of itself, its successors, assigns, and sublicenses to indemnify the Sponsors and their employees, officers, directors, and agents, jointly and severally, and to hold them harmless from and against any and all actions, claims, demands, liabilities, losses, damages, and expenses of whatever nature and kind, including attorneys' fees, which may be at any time incurred by them or any of them in connection with the participation in the Palafox Market by the undersigned and the undersigned's staff, guests, visitors, participants, and invitees.

Sponsors shall have no liability for any damage to property, or injury or death to persons arising out of the participation in Palafox Market. The undersigned agrees to inform all its staff and event participants that the undersigned and such staff, participants, guests, or invitees of the undersigned assume all risk of loss or injury arising out of participation in Palafox Market or related activities. The undersigned agrees to be responsible for any damage caused to the Sponsors by the participation of the undersigned and further agrees to abide by all policies established by the Sponsors in connection with the Palafox Market.

Signature: _____ Printed Name: _____

Date: _____

PALAFX MARKET HANDBOOK

Amended Guidelines for the Operation and Use of Market Spaces at the Palafox Market Effective February 1, 2015

This is the Pensacola Downtown Improvement Board Palafox Market Handbook.

I. DEFINITIONS

- A. **ARTISAN:** Anyone who offers arts, crafts, or jewelry for sale as fully defined in Appendix “A” or who performs an artistic service on the Market.
- B. **ADVISORY COMMITTEE:** The committee appointed by the Downtown Improvement Board (DIB) or its agents and charged with the responsibility of assisting the Market Manager in review of applications and making appropriate recommendations on Market operations to the Market Manager.
- C. **FARMER:** Anyone including the backyard gardener, who offers produce that was grown and or raised by them, including, but not limited to, fruits, vegetables, cut greenery, live plants, herbs, flowers, meat, poultry and dairy products.
- D. **FOOD VENDOR:** Any Vendor selling, packaged, prepared, baked or canned goods.
- E. **HOMEMADE:** Food that was made from scratch and not purchased for resale.
- F. **LOCALLY GROWN:** Produce that is grown within a 100-mile radius of the Palafox Market may be labeled as “locally grown” and sold on the Market.
- G. **MARKET:** That body of land owned by, or under the control of the City of Pensacola and generally described as Martin Luther King Jr. Plaza in the median of Palafox Street.
- H. **MARKET HANDBOOK:** This body of guidelines authorized by the Downtown Improvement Board for the operation and use of market spaces.
- I. **MARKET MANAGER:** That person designated by the Downtown Improvement Board or its Executive Director to supervise the daily operation and long-term management of the Palafox Market.
- J. **SPACE:** A space (10ft X 10ft) is licensed to a person or entity granting the right to use and occupy the space identified in the application.
- K. **VENDOR:** Any person or entity who is assigned a space to offer items for sale or to perform services on the Market, whether on a weekly basis or for some other period of time.
- L. **PRODUCE:** A vegetable, fruit, cut greenery, live plants, herbs, and flowers or other such produce that is locally grown and available, a Farmer may offer for sale on the Market only such grown produce.
- M. **PREPARED FOOD:** Homemade baked goods, candy, honey, jams, jellies, drinks from natural products grown and owned by the seller, and highly acidic canned goods (in compliance with all Florida Department of Agriculture laws and regulations).
- N. **ANTIQUES & COLLECTIBLES:** Merchandise that is at least 50 years old and not a reproduction.

II. ITEMS THAT MAY BE SOLD ON THE MARKET

- A. **PRODUCE:** Locally Grown. NO RESALE PERMITTED.
- B. **PREPARED FOOD:** Homemade. NO RESALE PERMITTED.
- C. **ARTS and CRAFTS:** Before an Artisan Vendor has been licensed a space to sell any item on the Market, as set forth in Standards of Quality for Artisans Appendix “A” of the Handbook, such Vendor must submit to the following process of review.

1. All applications shall be submitted to the Market Manager for review. The Market Manager shall determine the number and type of artisans. Once the artisan limit is met, all other applicants shall be put on a waiting list. All new artisans must submit a representative example or photo of the item(s) to be sold at the Market and must accompany the application. Chosen artisans may be re-juried at the reasonable discretion of the Market Manager. The selection of artisans (juried or re-juried) shall be conducted as a Juried Art Show. All submissions will be reviewed by a Jury of Northwest Florida artists, and only those artisans approved by the jury will be allowed to sell items at the Market. Any additional items a vendor wishes to sell that were not originally listed on the original or returning vendor application will be required to be juried before the vendor is allowed to sell the item at the Palafox Market. See Appendix "B" for further definition of the Jury process.

2. An approved Vendor must file an agreement with the Market Manager that the items for sale have been created solely by the Vendor and are not mass manufactured. See Appendix "B"

D. ANTIQUES & COLLECTIBLES: See Exhibit "C"

E. No live animals are allowed to be offered for sale or sold on the Market under the provisions of these guidelines.

F. The Market Manager shall have the authority to approve or to disapprove any item offered for sale on the Market under this section, unless the aforementioned artist jury has already made a determination.

III. HOURS OF OPERATION

A. The Palafox Market will open each Saturday from 9:00 A.M. until 2:00 P.M. rain or shine, year round. The Market Manager, with the consent of the Executive Director of the Downtown Improvement Board, may curtail and/or modify such days and/or hours of operation for special events or for other reasons such as lack of activity during inclement weather.

1. Farmers who substantially sell out of Produce and Prepared Goods can begin to pack up at 1:00 and leave the Palafox Market.

B. Should a later opening time be required for a Vendor, the Vendor shall notify the Market Manager by phone at the Downtown Improvement Board (850-380-8196) as far in advance as possible of the Market opening time. Vendors are prohibited from selling at the Market outside of market hours, unless granted a separate special event permit by the Pensacola Downtown Improvement Board, its Executive Director, its Market Manager or designee.

IV. REQUIREMENTS FOR VENDORS

A. Every Vendor in the Palafox Market must comply with applicable federal, state, and local laws, ordinances, and regulations.

B. Collection and filing of any applicable taxes and payment to the appropriate taxing authority is the sole responsibility of the Vendor.

C. Vendors shall be open and ready to sell when the Palafox Market opens, and shall to remain open until the Palafox Market closes except that Farmers may close no earlier than 1:00 PM if the Farmer has sold out of Produce and Prepared Goods. Failure by Vendor to be open to sell by 9:00 A.M. or to notify the Market Manager of the need for a later opening time, may result in the release of Vendor's space to another entity for that day and future markets dates and the loss of that Palafox Market payment.

D. Farmers must secure a Grower's Permit from the proper county extension office and have the same properly notarized, whether selling on a daily, monthly, or annual basis. A copy of the Grower's Permit will be attached to, and made a part of the Farmer's space to sell on the Market. Farmers must also obtain a temporary sales tax ID number before being issued a space, if required by law.

E. Vendors selling Prepared Foods must comply with all Florida Cottage Industry statutes, regulations, rules and requirements or secure a food permit from the Florida Department of Agriculture (850-245-5520)

F. Vendors selling eggs, cheese, milk and meats are responsible for all licenses and permits necessary to process and sell their products. Please call, the Division of Food Safety at the Florida Department of Agriculture (850-245-5520) and the Escambia County Health Department (850-595-6500) for regulations and guidelines.

G. All prospective Artisan Vendors wishing to sell items referred to in Appendix "A" must comply with the guidelines as outlined above.

H. All Antique and Collectable vendors must comply with the guidelines outlined in Appendix "C"

I. Vendors must be age 18 and older.

V. PALAFOX MARKET SPACE AGREEMENTS

A. Spaces are assigned upon the approval of the application, whether weekly or for another period of time. Assigned spaces may only be used by the approved applicants. Transferring by any instrument or allowing the assigned space to be used by any other person, including a family member, in the absence of the person to whom the space is issued, without the Market Manager's written permission, may be grounds for immediate termination of the license for the space.

B. No Vendor shall be allowed to sell from any space in the Palafox Market without an approved application and space assignment being on file.

C. When assigning vendor spaces the variety of product is significant. The optimal market will have artists of different mediums located next to each other. Applications are processed, in the order that they are received, and spaces are assigned, taking into account the item(s) that will be sold and space availability.

D. VENDOR PLACEMENT:

1. The Market Manager, or his/her designee, will be at the Pensacola Market no later than 8:00 A.M. Saturday for vendor check in. Each vendor will be assigned to a space prior to the day of the Palafox Market. Vendors must leave written notice via email with the Market Manager by emailing palafoxmarket@downtownpensacola.com or by calling (850-434-5371) by 5:00pm the Wednesday before that Palafox Market day if such Vendor will not occupy its space(s) for that Saturday. Failure to notify the Market Manager as required above shall result in the forfeiture of the fee for that particular Saturday. Vendors assigned a space after 5:00 PM on Wednesday, who fail to show for the Palafox Market that Saturday shall also forfeit the fee for that particular Saturday. The Market Manager shall have the authority to terminate the license of any vendor who continually cancels or makes a habit of not showing up for their scheduled market dates.

2. If a Vendor has a specific space(s), then that Vendor must occupy such space(s) by 8:00 A.M. If a Vendor has not occupied his/her space by the above time, such space is forfeited and may be assigned to another Vendor.

3. Space allowing, the Market Manager may allow Vendors to relocate to unoccupied spaces within their respective area (i.e. Farmers, Artisans, or antique Vendors) after all Vendors have been placed.

4. In the interest of making the Palafox Market appear and feel more occupied, after all Vendors have been placed and at the discretion of the Market Manager, Vendors may spread to an approved adjacent space(s). Farmers will have the option to spread first. Space permitting, Vendors may spread to a maximum of two additional spaces provided they have the product for sell to fill the expanded area.

5. Vendor relocation shall be at the discretion of the Market Manager and shall be based on reasons regarding feasible and practical distribution of Vendors and/or products.

6. Farmers, Food Vendors and Artisans will be located in the MLK plaza between Gregory and Chase Streets.

E. The Pensacola Downtown Improvement Board, the Advisory Committee, its Executive Director, its Market Manager or designee reserve the right to refuse to offer or renew a licensed space to any Vendor, or to relocate or revoke any space for a Palafox Market space previously issued, when it is considered to be in the best interests of the Palafox Market and/or in the interest of public health and safety. The Pensacola Downtown Improvement Board, the Advisory Committee, its Executive Director, its Market Manager or designee further reserve the right to revoke at any time or not renew any licensed or space without cause. If the Vendor's license is revoked, or not renewed, the Vendor is entitled to receive a written notice of such action at least 5 business days prior to the effective date of such action unless such termination or non-renewal is for cause or for an emergency. The following shall be grounds for immediate cancellation of any license for cause, without prior notification: (a) failure to meet the terms of the agreement; (b) failure to comply with the guidelines of this Palafox Market Handbook. The license may also be revoked for violations listed in Section IX herein.

F. Vendors shall be responsible for the actions of employees, agents, or other persons working for, or with, the Vendor.

G. Licenses for Spaces are entity-or-person-specific. If a family is applying for a license, all members of the family who expect to sell on the Market must sign the original application and release at the time it is submitted to the Palafox Market Manager. At a future date, if any additional family members or persons wish to share the booth with the original applicant, they must fill out an additional application and release and go through the jury process before being permitted to sell on the Palafox Market. If the license is being obtained by a business, then an officer, manager, managing member or a general partner must also sign the application.

VI VENDOR SPACE

- A. Vendors may use a 10x10 tent if they choose. Tent stakes are not permitted.
- B. Vendors must provide their own equipment and any additional materials for display of items.
- C. Vendors may not use set up materials, which permanently damage the space. Power to vendors is available on a limited basis with standard single phase 3-prong duplex 20 amp receptacles. Water service is provided, to food vendors, by a limited number of hose bibs. Vendors must indicate the quantity of 20 amp receptacles required as well as water (if any) needs on the application.
- D. Any needed repairs, hazardous conditions, or problems rendering the Palafox Market space unusable for the purpose for which it was designed shall be immediately reported in writing to the Market Manager or the Downtown Improvement Board at (850-434-5371).
- E. Any sign that a Vendor wishes to use in his or her Palafox Market space must be approved by the Market Manager. The Market Manager has the sole discretion to disapprove any sign or signage considered by the Market Manager to be inappropriate.
- F. Each Vendor Space as designated above shall be charged at the rate of \$20 per Saturday.

VII PARKING

- A. AFTER UNLOADING ALL VENDORS MUST EITHER MOVE THEIR VEHICLES TO THE FREE VENDOR PARKING IN THE NORTH PALAFOX LOT OR ANOTHER LOCATION NOT ON PALAFOX STREET AND AT LEAST ONE BLOCK AWAY FROM THE PALAFOX MARKET. THIS FREE VENDOR PARKING IN THE NORTH PALAFOX LOT IS LOCATED ON THE SOUTHWEST CORNER OF THE PALAFOX AND GREGORY INTERSECTION. Failure to comply with the Palafox Market parking requirements after two written warning is grounds for non-renewal of a Palafox Market license.
- B. A Vendor may request permission from the Market Manager to exceed the restrictions on parking contained herein only for special occasions or to accommodate large amounts of heavy Produce, having a handicapped placard or in the event of a temporary injury the Market Manager provides a temporary permit. The request must be made in writing and it must state the reason for the request and the date for which a curbside parking space is needed.

VIII HEALTH, SANITATION, AND SAFETY

- A. The Downtown Improvement Board will provide and empty all public litter containers in the Palafox Market.
- B. Vendors are responsible for the collection and proper disposal of all refuse, grease, and trash generated from their spaces.
- C. Vendors are responsible to see that their areas are left clean and orderly when they leave the Palafox Market for the day. Failure to comply with this section may result in the imposition of the actual cost of any cleanup, to be collected by the Market Manager.
- D. The Downtown Improvement Board is not responsible for damage to or loss of any personal or other items in any of the assigned spaces.
- E. Children less than 14 years of age brought to the Palafox Market by Vendors must be kept within the Vendor's Market space and be under the supervision of a designated adult.
- F. Vendors and their representatives agree to protect and hold the Downtown Improvement Board and the Community Redevelopment Agency of the City of Pensacola, their employees, agents, and representatives harmless and to indemnify such entities from any and all claims, demands, suits, actions, judgments, and recoveries, for or on account of any damage, theft, or injury (including death) to property or person occurring as a result of Vendor's use of Market space for which Vendor has been approved, including loss or injury resulting to Vendor from any cause whatsoever, including but not limited to electrical or equipment failure.

IX. GENERAL INFORMATION

A. The Palafox Market promotes a family friendly atmosphere. Vendors shall conduct themselves at all times in a courteous and professional manner. Proper dress is required of all Vendors. Rude, abusive, or other disruptive or offensive conduct is not permitted. Profanity or otherwise offensive language, including gestures, is prohibited. After two written warnings from the Palafox Market Manager, continued non-permitted behavior will result in the Vendor being suspended for 2 market dates and may be considered grounds for non-renewal of a Palafox Market license.

B. No Vendor shall agitate, badger or otherwise interfere with other Vendors. Any Vendor with a complaint or with something negative to say concerning another Vendor will speak directly to the Market Manager or another duly appointed representative of the Market and refrain from gossiping with other Vendors or Market customers. Malicious gossip among Vendors and/or negative statements made to Market customers about other Vendors is harmful to the Market as a whole and a poor reflection on the sense of community and the positive atmosphere people anticipate and enjoy as patrons visiting the Market. The Market Manager at her/his discretion will provide one written warning and continued non-permitted behavior will result in the Vendor being suspended for 2 market dates and may be considered grounds for non-renewal of a Palafox Market license.

C. No person shall make a public outcry, engage in "hawking," or play any musical instrument (except for Vendors who are demonstrating a musical item that they have crafted or who have been approved in advance by the Pensacola Downtown Improvement Board, the Advisory Committee, its Executive Director, its Market Manager or designee for such musical performance), or give other entertainment while selling on the Market, whether for personal pleasure or for public enjoyment.

D. Musical instruments can be played provided they are approved prior to the 8:00 AM start time of the Market ahead of time by the Market Manager and it is understood that if any Vendor in the near vicinity asks the music to be softer or moved the musician will comply. Amplified sound is not permissible at/during the Palafox Market without prior approval by Market Management.

E. Vendors who violate any of the regulations contained in this Market Handbook will be given a written warning. A second violation for the same, or for a different violation, will result in a second written warning. A third violation will result in the termination of the license, except as provided in section "IX B" herein.

F. If you need further information or have any questions, you may contact the Market Manager at 850-434-5371. The Market is maintained by the Pensacola Downtown Improvement Board. For additional information, suggestions, comments, or questions, please call or write: Palafox Market Manager, Downtown Improvement Board, 226 S. Palafox Pl, Suite 106 Pensacola, FL 32502 phone: (850) 434-5371, fax: (850) 434-7275 www.palafoxmarket.com.

Standards of Quality for Artisans Appendix "A"

The following are general guidelines to be followed when considering submission and/or approval of any craft for review.

An Artisan's craftsmanship should be reflective of the Artisan's considerable skill, time and effort to produce a high quality, finished product. Each item should be original and unique, but may be assembled from patterns created by the Artisan. Assembly of a copyrighted item is not allowed unless the Artisan is the holder of the copyright. Assembly from kits is not acceptable nor is it acceptable to add to or improve pre-manufactured items.

The design of the item should reflect shape, form, color, and texture. The materials should be of high quality, at least 80% of which should be from natural or collected materials. Of the total value of the item, at least 75% must be attributable to the Artisan's handwork.

Items to be sold on the market by an Artisan may not include kits, cut bottles, unfinished work, bread dough sculptures, tie dyed garments, ball caps, plastic items, acrylic items, mass manufactured items, or silk or artificial flowers.

Jewelry: All jewelry offered for sale must be hand made by the Artisan. Assembly from kits or pre-strung plastic beads or other factory work is not acceptable. Gold or silver chains will be allowed only as a minor part of the total work (i.e., a support of a piece that the Artisan has created and made).

Pottery: All pottery shall be hand-built or wheel-thrown by the Artisan, kiln-fired or other heat process by the Artisan, and finished by the Artisan.

Wooden items: All wooden items shall be designed and/or interpreted by the Artisan. The Artisan shall craft all items, finish all items (including sanding, oiling, varnishing or other finishing process), and assemble all such items.

Clothing and Accessories: An Artisan may offer clothing or accessories for sale on the market, but such clothing or accessories must be designed, or interpreted by, and sewn, knitted, or woven by the Artisan personally. Clothing and accessories, including items woven and knitted, made from commercially available patterns is acceptable only if the item is reflective of the Artisan's considerable time, skill, and effort. Pre-made fabric may be hand-dyed or decorated by the Artisan, as in Batik or painting, but tie-dyed items are not acceptable.

Photography: An Artisan may offer original and reproduced photographs for sale on the Market. All such photographs and reproductions shall have been created by the Artisan. While it is desirable that the Artisan signs all photographs and reproductions, that is not a requirement. However, on the back of each reproduction the Artisan shall affix a label that either specifies that the item is an original or, if a reproduction, shall specify the method of reproduction.

Stained Glass and Mosaic: All stained glass and mosaics shall be the original design of the Artisan and shall be assembled by the Artisan from component parts and pieces that the Artisan has personally cut or gathered.

Paintings and Sculptures: All paintings and sculptures shall be the original work of the Artisan and reflective of significant energy and time on the piece and may be created with any medium. Paintings shall be upon canvas, wood, or any other solid. The Artisan shall control reproduction and shall indicate the number of reproductions created from an original. Sculptures must each be an original and may be from any material except bread dough.

Wreaths: Wreath shall be the original design and work of the Artisan and shall not incorporate artificial elements except ribbons or bows.

Metalwork: All metalwork, including sculpture, boxes and candleholders must be totally designed by, assembled by, and finished by the Artisan.

Candles: An artisan may offer original candles that he/she produced, molded, died and shaped themselves from unformed raw/natural materials.

Miscellaneous Arts and Crafts: Creativity cannot be limited or controlled by rules and regulations. Therefore, and Artisan may present a new idea, a new concept or a new design not covered by this outline. Each new artistic creation will be judged by the Jury as outlined in the handbook.

Jury Process for Artisans "Appendix B"

Approved Artisans for the Market will be decided by a jury of Northwest Florida artists appointed by the DIB. All applicants will be reviewed and juried BEFORE being allowed to sell or display on the market. The criteria used by the jury will include: appropriate original (non-mass manufactured) craftsmanship by the seller or displayer, compliance with the handbook and Appendix "A", contribution to the variety and uniqueness of artistic offerings on the Market, and willingness to fully participate for multiple weekends during the annual operation of the Market. Only those applicants approved for participation by the Jury may sell approved items on the Market.

- Any Artisan wishing to sell at the Market must submit an application. New Artisans must also submit samples or photo(s) (at least 6) of any item(s) to be sold at the Market. Emailed submissions are acceptable. Returning Artisans
- May use previously submitted samples as long as the style/type of work has remained consistent.
- All submissions must fall within the standards of quality set forth in Appendix "A". No applicant that does not fully meet these standards will be considered by the Jury.
- All applicants not approved by the Jury will be notified as soon as possible.
- Upon receiving notification of approval by the Jury and assigned dates for market sale, Artisans must contact the Market Manager to accept the assigned dates and sign an agreement certifying that all items to be sold are created by the Vendor and not mass manufactured as well as other required document for Vendors.
- All dates will be assigned arbitrarily by the Market Manager and will not be at the discretion or choice of the Vendor.

**Antiques and Collectables
Guidelines “Appendix C”**

- All merchandise sold as antiques and/or collectables must be at least 50 years old. NO NEW MERCHANDISE OR REPRO- DUTIONS PERMITTED.
- Excluded items include, but are not limited to, guns, ammunition, electronics, VHS and Beta tapes, lewd or pornographic material, fireworks, clothing less than 50 years old, alcohol, tobacco, flammable liquids, and new merchandise.
- The Market Manager reserves the sole authority to require a Vendor to remove any item that is inconsistent with the quality, theme or image of the Market.
- Antique and Collectable Vendors will set up in MLK plaza located on Palafox Street between Chase and WrightStreets.