

2023 City of Greenwood Uptown Market Rules of Operation

The City of Greenwood (herein known as the “City”) intends to provide vending space to eligible vendors with the intent to foster consumption of locally produced fruits and vegetables, support local agricultural businesses and increase consumption of, and access to fresh, local fruits and vegetables.

VENDORS: Eligible vendors (herein known as the “vendor”) are persons or entities that raise produce, livestock, or other agricultural products. A person, processor, artisan or business that sells a product or service that is relevant to farming or food preparation or otherwise enhances the Uptown Market may also be an eligible vendor. Selection of vendors will be based on many factors, including diversity of products offered, quality of products offered, and history of successful operation at the Uptown Market. No vendor is promised exclusivity or guaranteed the right to return based on prior participation.

PRODUCTS: The City’s goal is to have a diverse product selection during all days/hours of operation. Preference will be given to South Carolina grown produce. Value added products are allowed, when produced in a DHEC/SCDA kitchen, including items created by changing the physical state of the agricultural product (milled flour, canned produce, etc.). Vendors may sell produce from other local farms to supplement their own produce ONLY if they have prior written approval from the City. The vendor MUST provide specifics on where their products originate. If there are items in question (such as out of season produce being sold) the vendor will be expected to provide proof of where this item was grown. To be approved, these items must bring some added value to the Uptown Market. Product approval is to be made by the Market Manager.

RESELLERS: The City DOES NOT intend to allow a reseller to operate at the Uptown Market. A reseller is not a farmer, but is a second party salesperson, selling only fruits and vegetables or other items produced by another business.

Fees:

The City intends to assign space to eligible vendors during a specified time per day/season. The City reserves the right to change the season, fees and days/hours of operation. The vendor fee schedule below is outlined in City of Greenwood Code of Ordinances. Vendors with products in multiple categories pay the highest fee applicable.

Farmer/Producers: \$40 per year, OR \$20 per week, OR \$10 per day (*Produce locally grown vegetables, fruit, nuts, grains, herbs, flowers or nursery crops from seed or plants. Beekeepers, egg farmers, poultry and livestock producers are considered farmers*)

Processor: \$60 per year, OR \$30 per week, OR \$15 per day (*Use locally grown produce or other agricultural products to make their products. Examples include jellies, jams, salsas, ciders, and candies. Does not operate a commercial business*)

Artisan/Crafter: \$80 per year, OR \$40 per week, OR \$20 per day (*Produce original, unique, high quality, safe, garden/farm/environmentally related items which bring some value to the market. All products must be actual work of the artisan/crafter*)

All other vendors that do not fit the fee schedule definitions above must have a City Business License. The yearly fee is per calendar year, will not be pro-rated, and expires December 31st. Payment of the appropriate vendor fee or acquiring a City Business License is required before a vendor can sell at market. There are NO REFUNDS. Adding products outside of the original category chosen once the season has begun will require an additional full vendor fee to be paid.

Return to PO Box 40, Greenwood, SC 29648 ATTN: GIBSON HILL OR gibson.hill@gwdcity.com

General requirements to participate:

In order to operate at the Uptown Market a vendor MUST:

1. Obtain a liability insurance policy for sale of fresh fish, canned goods, meats of any kind, dairy products, eggs, and prepared foods. The City will need to review and approve policy coverage. Certificates of Insurance should be mailed by the insurance provider to: City of Greenwood, Uptown Market, PO Box 40, Greenwood, SC 29648-0040.
2. A City Business License or payment of a City Vendor Fee will be required.
3. Complete the *Uptown Market Application, Release, and Indemnification Agreement* and be approved as an eligible Vendor by the Market Manager.
4. Events held on City property and public rights of way must not discriminate on the basis of race, religion, color, political affiliation, disability, national origin, genetic information, sex (including pregnancy, childbirth, or related medical condition), or age.

General Guidelines

1. Name and farm location should be displayed at all times.
2. Vendors are responsible for their own taxes (including sales tax), necessary permits, inspections (food, agricultural & nursery plants), and license liabilities.
3. Sodas, water, sports drinks, fruit juices, alcohol of any kind, canned and bottled beverages, or other brand name/commercially produced beverages or foods CANNOT be sold without express permission.
4. All food and beverages must be served in paper, plastic, aluminum, or styrofoam. No glass containers are permitted on City property.
5. An attractive display of items for sale should be presented. Non-permanent decorations should be used, all décor should remain within the vendor's allotted area, and no display or décor should impede foot traffic.
6. All products should be sold from a table in the vendors assigned location. Prior approval is required to sell directly from a vehicle. Vendors are not allowed to sell from other areas in the market.
7. Vendors should be committed to staying during the entire approved hours of operation. If you sell out of a product or need to leave for special circumstances, please notify the market manager. Vendors are encouraged to arrive 30 minutes before opening and should have their area empty and clean within 30 minutes after closing.
8. Vendors MUST clean up their area before leaving. Waste and trimmings may be placed in trash receptacles. Containers such as large boxes and crates must be taken with you off site at the end of the day.
9. If a vendor has committed to operate at the Uptown Market, the City expects the vendor to be present at the agreed upon time. If unavoidable or extenuating circumstances exist, the vendor is expected to notify the Market Manager as soon as possible. It is the vendor's responsibility to contact the Market Manager with as much advance notice of cancellation as possible.
10. The City reserves the right to prohibit anyone from selling and/or refuse any product from being sold.
11. The City does not guarantee the marketability of the vendors' goods or the success of the vendors' efforts.
12. Each vendor operates as an individual entity and is responsible for setting and displaying his/her own prices, providing change, bags and having a scale and any other items required to do business. Weights and measures are expected to be in accordance with local, state, and federal regulations.
13. The City reserves the right to cancel the market due to severe weather conditions, or conditions that threaten public safety. However, the intent is that the Uptown Market will be open rain or shine.
14. Each vendor must allow the Market Manager to conduct on-farm/business visits as deemed necessary.
15. Failure to comply with any of the above Uptown Market guidelines and requirements, or any state, local or federal regulations, may result in forfeiture of vendor fees paid and forfeiture of the vendor's privilege to operate in the Uptown Market.
16. The City reserves the right to modify the schedule of the Uptown Farmers Market at its discretion.

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Uptown Market Application, Release, and Indemnification Agreement

(return to gibson.hill@gwdcity.com; Questions? Call 864-953-2475)

Farm or Business Name _____

Name(s) of owners _____

Mailing Address _____ Daytime Phone _____

Cell Phone/Alt _____

E-mail address _____

Address of production location (if different from above) _____

List and attach copies of any permits or certifications (Organic, SC Certified, or other)

Proposed items for sale: (Please attach complete list of products, season available, and where grown)

Processors & Prepared Foods – List what/where processed _____

Mark your preferred day(s): Spring/Summer Wed/Sat 10-1pm; Fall/Winter: Wed/Sat 10-1pm

- The Uptown Farmers Market will not operate during the months of January, February, and December.

Would you like information about: Spring Fling Christmas Market

Other markets or sales channels (CSA, on-farm, etc.) _____

I have liability insurance coverage via (company name, policy number) _____

Forms of payment I can accept _____

Photographs/Video/Logos

By operation at the Uptown Market, I consent to the City of Greenwood's right to photograph or video my person or any of my employees or displays for the use of advertising or promotion of the Uptown Market. All images will become the property of the City of Greenwood. Initial here _____

City of Greenwood logos and images may not be used for any purpose without the written consent of the City of Greenwood.

Release

Return to PO Box 40, Greenwood, SC 29648 ATTN: GIBSON HILL OR gibson.hill@gwdcity.com

In consideration for being permitted to use the facilities of the Uptown Market of the City of Greenwood, _____ (insert name of farmer/business seeking permission to sell at Uptown Market – hereinafter “Vendor”) agrees to indemnify and hold harmless the City of Greenwood and its officers, employees, insurers, and SCMIT/SCMIRF Insurance Programs, from and against all liability, claims, and demands, which are incurred, made or brought by any person or entity, on account of damage, loss or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kinds whatsoever, which arise out of or are in any manner connected with the use of the Uptown Market, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Greenwood or its officers, or its employees, or from any other cause whatsoever.

By signing below, vendor agrees that, in the event of damage, loss, or injury to the Uptown Market or any property or equipment therein, the City of Greenwood may bill the full amount of such damage, loss or injury. Vendor further agrees that, within thirty (30) days of billing, the vendor will reimburse the City of Greenwood for all costs associated therewith upon billing by the City of Greenwood.

The vendor also acknowledges that the City does not inspect, or approve, or agree that any goods are fit for any particular purpose, it only provides a venue.

In addition, in consideration for being permitted to operate in the Uptown Market, vendor, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City of Greenwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death that the farmer may incur as a result of such use, whether any such liability, claims, and demands, result from the act, omission, negligence, or other fault on the part of the City of Greenwood, its officers, or its employees, or from any other cause whatsoever.

Vendor name _____

Vendor Signature _____

Date _____

Items approved for sale _____

City of Greenwood Signature _____

City of Greenwood representative _____ Date _____

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