

FOOD VENDOR RULES – Downtown MarketPlace

The Downtown Marketplace is a continuing activity of the Tallahassee Downtown Improvement Authority with the support of the City of Tallahassee. The purpose of the Downtown Marketplace is to provide an outdoor market offering local products and to increase the number of Saturday visitors to the downtown core. A priority is given to applicants who meet the theme of the day.

Additional priority is given to applicants who provide a fresh variety of good wholesome foods that appeal to visitors and customers of the MarketPlace. Food vendors are encouraged to utilize the produce from participating farmer vendors. The MarketPlace is also an excellent opportunity for restaurant proprietors to extend their products and promote their business to the downtown market.

Food items to sell: Food vendors are encouraged to sell food items they produce. Ultimately, the variety and number of food vendor types will be determined by the marketplace administration. In this way, a good variety of foods will be presented while minimizing the duplication of food vendor types. All items for sale must maintain the integrity and identity of the marketplace. Any changes or additions to the approved offerings must be made through special requests to be sure they are acceptable. Food vendors are restricted to food items only.

Licensing. All food vendors must hold current licensing and approval by the Florida Department of Professional Regulation OR the Florida Department of Agriculture and Consumer Services. All food vendors must comply with environmental health requirements for food booths at temporary events. Complete requirements are found in Chapter 100-13 Florida Administrative code available at Leon County Public Health Unit.

Food must be prepared in a state licensed kitchen. If items are prepared elsewhere to sell at market, off-premise licensing is required. If a vendor is operating at the downtown market under a restaurant license, a copy of that license must be available at the site. Licensing must be visible and is required at all events. Proof of food liability insurance is required. Any infraction of the rules, citations, or penalties shall be the vendors responsibility. State inspections are ongoing throughout the Marketplace season. **(Please see the Cottage Food advisory to see if you qualify for that exception)**. A City of Tallahassee business tax certificate and registration to collect Florida sales tax is also required.

Space Assignments. Vendors will be provided with a standard booth set-up; a 10' x 10' tent. Vendors will be notified of their assigned space upon check-in. Assigned spaces MUST be accepted. Food vendor spaces are on an available basis only. Food vendor carts must be placed on hard surfaces only.

Booth Presentation. All booths must be neat, attractive, and professional. No packing materials, boxes, or anything that detracts from the Marketplace appearance may be visible to patrons. Use attractive floor-length table coverings to conceal back stock or boxes. Use good judgment when reflecting your booth's personality. Vendors are responsible for bringing their own tables, chairs, easels, and signs.

Signs. Vendors are permitted to use professionally produced signage. Banners may be hung across the back of booths. No handwritten bright paper signs. Signage must fit inside your designated booth. Staked signs are not permitted. Stand up signage should be strong enough to withstand crowds and adverse conditions.

Trash. Food vendors are required to furnish their own trash containers. All trash must be removed at the end of day. DO NOT use the park trash receptacles. The assigned, occupied space and surrounding area shall not be altered, changed, or damaged in any way. Ice, water, and any liquids may not be emptied on lawns / sidewalks, as it may damage property, attract pests, or create a safety issue. These rules will be strictly enforced and could result in exclusion from Marketplace

Responsibility. Any damage a vendor causes will result in financial penalty.

Electricity. Electrical outlets are available on a very limited basis and must be requested in advance. Vendors must provide non-slip carpeting or covering for any exposed electrical cords. Food vendors using electricity or any heat source must have a fire extinguisher on site. The City of Tallahassee Safety officer and fire inspectors may inspect any vendor for dangerous or hazardous conditions or materials.

Parking. Is permitted close to the marketplace, but please be considerate of visitors and customers. **Live Music** is provided by the marketplace, so leave your radios and boom boxes at home. No exhibitor or vendor will be allowed to disturb the Marketplace with loud music, loud noise, PA system, or any other offensive or disturbing behavior.

Sales Tax. If your product demands collection of Florida Sales Tax (7.5% in Leon County), vendors are solely responsible for collecting and remitting to Florida Department of Revenue, Tallahassee, Florida 32304 **NO ALCOHOL can be sold or** consumed on premises. No pets. No smoking under or around the tents.

Fees include a one-time yearly participation season start-up fee of \$45; and an individual weekly market fee of \$30 (that includes Florida sales tax). Late fees of \$10 will be assessed on any booth paid for after the Tuesday (before the Saturday Market) application reservation deadline. Should you need to cancel participation, you may do so without penalty if canceled by Tuesday Noon prior to the market reservation. A canceled reservation may be utilized for a later date within the ongoing season only.

THERE ARE NO RAINDATES. If a market day is canceled due to circumstances beyond our control, i.e. serious weather, high wind, etc., we will do so for the safety of our vendors, staff, customers, and equipment. Fees are not transferable or refundable.

19 Liability is the responsibility of the vendor. The Downtown MarketPlace, the Tallahassee Downtown Improvement Authority, the City of Tallahassee and its agents, and subcontractors assume no risk, and by acceptance of this agreement, the vendor expressly releases the Tallahassee Downtown Improvement Authority, the Downtown MarketPlace, the City of Tallahassee and its agents and subcontractors of and from any and all liability for damage, injury, and loss to any person or goods which may arise from the use and occupation of said space by the vendor, and agrees to hold and save the Tallahassee Downtown Improvement Authority, the Downtown MarketPlace, the City of Tallahassee and its agents and subcontractors harmless of any and all loss or damage by reason thereof. The Tallahassee Downtown Improvement Authority, the Downtown MarketPlace, and the City of Tallahassee is hereby released and discharged of any and all liability from loss, injury or damage to persons or property that may be sustained during the Downtown MarketPlace or on any property where the MarketPlace is held. I have read and understand the foregoing, and I agree to conform to the regulations contained herein.

Signature _____ Date _____