

## **DOWNTOWN MARKETPLACE**

### **FOOD VENDOR GUIDELINES**

The Downtown Marketplace is a continuing project of the Tallahassee Downtown Improvement Authority with the support of the City of Tallahassee. The purpose of the Downtown Marketplace is to incubate businesses and increase Saturday traffic in the downtown core.

Priority is given to applicants who meet the theme of the day as well as vendors who are engaged in a for-profit business in keeping with the intent of the marketplace to incubate new businesses; to provide good wholesome foods to the extent possible to make use of produce purchased from participating farmers; to provide a venue for existing businesses to expand and attract new customers through exposure to the greater part of the community.

**Items to sell.** Commodities are limited to what has been agreed on with the Market Administration. All items for sale must maintain the integrity and identity of the marketplace. Any changes or additions must be made through special requests to be sure they are acceptable. You are restricted to food items only.

**Licensing.** All food vendors must hold current licensing and approval by the Department of Professional Regulation OR Department of Florida 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 licensed kitchen. If items are prepared elsewhere to sell at market, off-premise licensing is required. If vendor is operating at market under his/her 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 your own responsibility. Inspections are ongoing throughout the Marketplace season.

**Space Assignments.** Vendors will be provided with a standard booth set-up; a 10' x 10' canopy. Vendors will be notified of their assigned space upon check-in. Assigned spaces **MUST** be accepted. Spaces are limited to two adjoining stalls on an available basis only. 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, easels, signs.

**Signs.** Vendors are permitted 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 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 that occurs due to the vendor will result in financial penalty to said vendor to offset the damage.

**Electricity.** Electrical outlets are on a very limited basis and must be requested. Space assignments are impacted by their use. Vendors must provide non-slip carpeting to cover any exposed electrical cords. Food vendors using electricity or any heat source must supply a fire extinguisher. The City of Tallahassee Safety officer and fire inspectors may inspect any vendor for dangerous or hazardous conditions or materials.

**Parking.** Loading and unloading will only be permitted next to the park before and after ours of operation. All vehicles **MUST** be removed from park side perimeters on the entire block Market occupies by 8 A.M. Food deliveries can be made as necessary, however, you may not park for longer than 10 minutes and you may **NOT** double-park your vehicle. These rules shall be strictly enforced. Parking is available on Adams Street, Park Avenue, one block west or east, or one block north or south on Monroe Street. Leave the best spaces for customers.

**Live Music** is provided, so leave those boom boxes at home. No exhibitor or vendor will be allowed to disturb the Marketplace with loud music, loud noise, or any other offensive 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, FL 32304

**NO-NO.** No alcohol can be sold or consumed on premises. No pets. No smoking under or around the canopies.

**Fees** include a one-time yearly participation fee of \$45 and an individual weekly market fee of \$30 (includes FI sales tax) for regular markets. Special events may warrant fees that are adjusted accordingly. Please consult Payment Sheet for amounts requested. Occasionally, the number of vendors or any type of commodity may be limited at the discretion of the market management to encourage diversity of the goods and services available. Please refer to "Payments at the Marketplace" information sheet for full explanation. There are no rain dates and safety prevails.

**Liability is the responsibility of the vendor. The Downtown MarketPlace, the Tallahassee Downtown Improvement Authority, its agents, and subcontractors assume no risk, and by acceptance of this agreement, the vendor expressly releases TDIA, the Downtown MarketPlace, 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 TDIA, the Downtown MarketPlace and its agents and subcontractors harmless of any and all loss or damage by reason thereof. TDIA, the Downtown MarketPlace 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 Markets are held. I have read and understand the foregoing, and I agree to conform to the regulations contained herein.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_