



# Middle Town Market RETAIL VENDOR Application & Agreement

## 2023 Season | June 14 - August 16 (8 weeks) | Wednesdays 5 – 9 pm

The Middle Town Market showcases a variety of retail and food merchants. It's a great place to shop for handcrafted items, popular home-based products, unique clothing, fashion accessories and delicious meals, snacks, desserts, and beverages.

**TO BECOME A VENDOR**, complete the application below and read the rules and regulations attached. **NOTE:** Submission of the application is not a guarantee of participation. Someone from the Rotary will notify you by phone or email if you are accepted or denied participation.

Contact Person: \_\_\_\_\_ Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, State Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Retail Vendor Business License # \_\_\_\_\_ MN Sales Tax # \_\_\_\_\_

**PUBLICITY:** Electronic photos of your booth and/or items for sale are optional. The Rotary reserves the right to use your photos on the Rotary's social media, website or elsewhere to promote Middle Town Market and Summertime by George!

**INDICATE VENDOR TYPE:**  HOME-BASED PRODUCTS  HAND-CRAFTED ITEMS  FASHION OR ACCESSORIES  
 PACKAGED FOOD PRODUCTS  OTHER **DESCRIPTION OF PRODUCTS:** Retail vendors are asked to submit a list of the items for sale. Once approved, items cannot vary unless re-approved by the Rotary. For-profit commercial businesses are not eligible to sell products or to distribute promotional literature, nor are vendors permitted to sell "after-market" goods such as bulk food/products from retail or wholesale vendors

**BOOTH SPACES:** One space is 12' wide x 11' deep. Vendors need to pay for each space they occupy. All participants must have a canopy that is **weighted down and not staked**. Assignment and placement of spaces is determined by the Rotary. Vendors are responsible for providing tables, chairs, or any other items needed for display. There are no electrical outlets. You will need to provide your own generator if you need electricity. **WILL YOU USE A GENERATOR?**  YES  NO

### DESCRIPTION OF VENDING UNIT:

Self-contained trailer, truck, bus, or other vehicle: **Dimensions (Width & Length)** \_\_\_\_\_

**RETAIL VENDOR FEES: \$30 PER SPACE X NO. OF WEEKS (Minimum 3 weeks) = TOTAL PAYMENT FOR THE SEASON.**

Indicate the dates you'd like to participate.

- |                                  |                                  |                                  |                                    |
|----------------------------------|----------------------------------|----------------------------------|------------------------------------|
| <input type="checkbox"/> June 14 | <input type="checkbox"/> June 28 | <input type="checkbox"/> July 19 | <input type="checkbox"/> August 9  |
| <input type="checkbox"/> June 21 | <input type="checkbox"/> July 12 | <input type="checkbox"/> July 26 | <input type="checkbox"/> August 16 |

I am signing up for \_\_\_\_ space(s) X \$30 = \$ \_\_\_\_\_ X \_\_\_\_ week(s) = \$ \_\_\_\_\_ Amount due with your application.

Enclosed is a check for \$ \_\_\_\_\_ payable to the Rotary Club of St. Cloud or Summertime by George! LLC.

### SEND APPLICATION AND PAYMENT TO:

**Summertime by George!**  
c/o Express Employment Professionals  
1410 West St. Germain Street | St. Cloud, MN 56301  
Hours: 8 AM – 5 PM | 320-251-1038

### VENDOR AGREEMENT, WAIVER AND RELEASE:

I have read, understand, and agree to the Terms of Agreement, Waiver and Release and the Vendor Rules and Responsibilities. I have also read the Rotary's Mission, Policy, and Guiding Principles and the Selection Criteria for Vendors.

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Questions? Email: [SBGMiddleTownMarket@gmail.com](mailto:SBGMiddleTownMarket@gmail.com)

### ROTARY SIGNATURE

Accepted by a duly authorized representative of the Rotary Club of St. Cloud a Minnesota, nonprofit corporation, and its subsidiary Summertime by George! LLC.

**Signature:** \_\_\_\_\_ **Print Name** \_\_\_\_\_

**Title:** Co-Chair of the Middle Town Market at the Event **Date:** \_\_\_\_\_

## TERMS OF AGREEMENT, WAIVER AND RELEASE:

In consideration of the opportunity to participate in Summertime by George! ("the Event"), and as a condition precedent to such participation, the Vendor named herein (the "Vendor") agrees to be bound by all of the terms and conditions described herein, and also agrees to release, indemnify and hold harmless the premises owner (the City of St. Cloud) and the Event sponsor, the Rotary Club of St. Cloud, a Minnesota nonprofit corporation and its subsidiary Summertime by George!, LLC (collectively referred to as the "Rotary"), as well as its affiliates, members, board members, volunteers, agents and employees, from and against any and all claims, damages medical expenses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of the Vendor's participation in the Event, including without limitation, liability for injuries, damages and/or illnesses to any employees, agents, customers, clients, guests or other members of the public that may have directly or indirectly resulted from the conduct of the Vendor, or the conduct of the Vendor's agents or employees, the products or services sold by the Vendor, the negligence of the premises owner or the negligence of the Rotary, its affiliates, members, board members, volunteers, agents and employees.

### In addition, I agree:

- That I have read and agree to be bound by all the terms of this *Vendor Agreement, Waiver and Release*, including: 1) all the *Vendor Rules and Responsibilities* and 2) *Mission, Policy, and Guiding Principles for Vendors*.
- That the Vendor will comply with all state and federal employment regulations as required by law.
- That the Rotary and the City of St. Cloud are not liable for theft, losses or damage to the Vendor's property which might occur because of participating in the Event.
- That the Vendor is required to furnish its Minnesota Tax ID number to participate in the Event and is responsible to pay all sales taxes and other legal obligations associated with the sale of products or services at the Event.
- That the Vendor hereby grants consent and permission to the Rotary its affiliates, members, board members, volunteers, agents, and employees to use the Vendor's name(s) image(s), photographs(s), videotapes(s), motion picture recording(s) or likeness(es), including those of the Vendor's employees and agents for any Rotary purposes, including Event publicity and promotion.
- That the signature on the Event application is duly authorized by the vendor to sign the *Agreement, Waiver and Release*, and to bind said Vendor to all the terms herein. By the signature on the Event application, the Vendor consents and agrees to the terms of the *Agreement, Waiver and Release and the Vendor Rules and Responsibilities*.
- That the Rotary reserves the right to terminate this Agreement without prior notice or warning if the Vendor violates the *Agreement or the Rules and Responsibilities* or engages in conduct which, in the sole discretion of the Rotary is considered detrimental to the Event, to the Rotary or to the public.

## MIDDLE TOWN MARKET VENDOR RULES AND RESPONSIBILITIES:

- Vendors may be asked to remove a product on sale if it is not approved or listed in their application.
- Fireworks, firearms, knives, or other types of weapons may not be sold at the Event, nor may any items be sold, or distributed that are offensive or inappropriate for children, or that depict vulgar gestures, images, or words.
- All Vendors must have signs displaying their name. Signage may not extend beyond the assigned space as to interfere with walkways.
- Alcoholic beverages and **smoking are prohibited** in the vendor spaces.
- Vendors are not allowed to have pets near the food vendors.
- Vendors are to present themselves appropriately in dress and state of cleanliness. Shirts and shoes are required.
- Children coming with Vendors must always be supervised.
- Price, terms of sale, etc. are between buyer and seller only. All Vendors agree to abide by fair business practices.
- Any required sales tax collections and remittances are the sole responsibility of the sellers/Vendors.
- All Vendors must keep their area neat and clean while selling and ensure that the area is clean before leaving.

### PROHIBITED ACTIVITIES:

- The following activities are **not** allowed: faith-based proselytizing, soliciting donations (to include a donation jar), political and social campaigning, conducting surveys or raffles, asking for petition signatures, or distributing promotional sales materials outside of the booth or Middle Town Market area.

### CANCELLATIONS:

- If the event is cancelled due to severe weather, Vendors will be **notified by NOON on the day of the event**.
- Vendors **will not** be reimbursed for cancellations due to weather or for not attending an Event.

### SPACE ASSIGNMENTS:

- Vendors are responsible for providing tables, chairs, a weighted tent, or any other items needed for their display. Generators need to be **quiet generators**. The Rotary has the authority to remove Vendors if disturbing noise levels or noticeable fumes and/or unpleasant smells are not mitigated.
- The Rotary has the authority to move and reassign booth spaces to enhance or facilitate operations.

### VENDOR PARKING:

- Vendors can park **ONE** vehicle that fits within a car-sized stall in the parking lot at 9<sup>th</sup> Avenue and 6<sup>th</sup>/7<sup>th</sup> Streets. A food truck used to sell products can be located on the park grounds.
- The Rotary will determine which, if any, vehicle can be parked on the grounds. Some food vendors may be approved to use a "runner", defined as a vehicle and driver making frequent trips to and from a store location.
- NO vehicle, unless approved, can park on the grounds during the Event. If approved Vendors can park **ONE** vehicle behind their booth/food truck.
- Parking passes are not used, but parking attendants at the entrance of the main lot will check in Vendors and their approved vehicle(s).

### RULES FOR SET UP/TEAR DOWN:

- **Large food trucks will set up from 2:00 - 3:15 PM.** Once the large vehicles are in place, all other Vendors with tents and smaller vehicles can set up.
- Vendors can bring vehicles onto the park grounds to unload and load products.
- **NO vehicles are permitted on the park grounds after 4:30 PM or before 9:00 PM.**
- Vendors must be ready to start selling at 5:00 PM and remain until 9:00 PM.
- **Vendors can begin selling at 4:30 PM ONLY if all load-in vehicles are off the park grounds.**
- Vendors must remove all materials including paper, bags, boxes, or miscellaneous debris from the area by 9:30 PM. Vendors must take home and dispose of cardboard boxes, spoiled, unusable and unsold products. Incidental garbage, such as paper items, soda cans, etc. can be disposed of in the trash and recycling receptacles provided.



## Mission, Policy & Guiding Principles and the Selection Criteria for Middle Town Market Vendors

### MISSION:

*Summertime by George!* is a free weekly summer music festival that brings the community together for fellowship, food, and fun. *Summertime by George!* features a variety of great live music, delicious food, boutique-style merchants, handicrafts, and fun activities. It is a family-friendly event that is intended to build friendships and foster positive community relationships.

### POLICY:

Consistent with the Mission, *Summertime by George!* is intended to provide a relaxing and fun environment, and is not intended to be a public forum, nor a place for public speaking, debate, solicitation, proselytizing, fund-raising, or literature distributions. As such, only those vendors, artisans, volunteers, and sponsors that, in the opinion of the Executive Committee, will positively contribute to the mission and purposes of the event, will be selected to participate in *Summertime by George!* The Executive Committee will develop guidelines for vendors and sponsors that will ensure compliance with these purposes, will minimize controversy, and will promote a positive family atmosphere.

### GUIDELINES FOR VENDORS:

This document is intended for the sole purpose of informing interested community members and potential vendors *at Summertime by George!* of the Rotary's guiding principles for the Middletown Market. Rotary's goal is to provide the event's guests with a selection from the vendors of delicious food, unique artisan crafts, boutique style and home-based retail products while helping the Vendor's make a profit. Vendors may have sales brochures at their space related to their specific products (i.e.) food menus, artisan/retail/nonprofit, and food products. Ancillary information about the vendor's company is prohibited. Vendors that exhibit a political, social and/or proselytizing religious message will be in violation of the guidelines and may have their space terminated.

### SELECTION CRITERIA FOR MIDDLE TOWN MARKET VENDORS:

The Rotary reserves sole and absolute discretion in the selection of vendors for the event. However, in selecting vendors, the Rotary does not discriminate based on race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age or marital status. A Vendor Selection Committee comprised of 2-3 Rotary members and the Chair of the Middle Town Market review and evaluate the vendor applications 2-6 weeks after they are received based on the criteria listed below. The Vendor Selection Committee recommends vendors to the Summertime by George! Executive Committee for final approval.

### VENDORS THAT RECEIVE PRIORITY CONSIDERATION IF ALL OTHER CRITERIA ARE MET INCLUDE:

- St. Cloud Rotarians or their family members.
- Locally owned and operated restaurants, caterers, nonprofit organizations, home-based businesses, artisans, and boutique-type merchants from the greater St. Cloud area.
- National chains, unless grandfathered in like Papa Murphy's are not considered.
- Products, services and food and beverage items are of high quality, unique and not overly duplicated in the Market.
- Reputation and experience participating in Summertime by George! or other festivals or community events.
- Food truck or canopy has a festive, attractive overall appearance as indicated by photos.
- Past rapport and good-standing with the Rotary *and Summertime by George!* volunteers and festival attendees.
- Applications are properly completed, and full payment is received prior to the deadline.

### FOOD VENDORS ARE SELECTED BASED ON THE CRITERIA LISTED ABOVE AND THE FOLLOWING:

- Compliance with all fire, health, business and food service codes and permit requirements.
- Proof of \$1 million insurance policy naming the Rotary Club of St. Cloud and the City of St. Cloud as additional insureds.
- Experience with serving hundreds of people in a fast, efficient, and friendly manner.
- History with Summertime by George! will be weighted heavily into the selection.
- The health and safety of our vendors and guests is our priority. The Rotary's COVID-19 protocols will be followed.
- The Vendor Selection Committee avoids duplicating food offerings, trying to keep no more than two of the same products.

### PLACEMENT OF VENDORS

- Large food trucks and booths with generators and grills are placed on the perimeters.
- The Vendor Selection Committee places the vendors in accordance with fire code and safety concerns first, consideration of traffic flow and enough spacing between booths. Placement requests are not guaranteed