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Handy Park and Beale Street Vending Rules and Regulations

As of March 19, 2014

To improve and enhance the Beale Street experience for our guests, Beale Street Management selects vendors for Handy Park and on Beale Street that offer quality merchandise, maintain excellent and professional displays, are courteous and friendly to visitors, act as ambassadors for Beale Street retail and restaurant establishments, and offer merchandise that does not compete with existing merchandise in Beale Street establishments. Selected vendors will offer unique and handcrafted items that reflect the spirit and artistic integrity of the region. Beale Street Management reserves the right to refuse vendor requests for any reason.

ALL VENDORS MUST REVIEW AND INITIAL THE RULES AND REGULATIONS AND COMPLETE THE APPLICATION.

RULES AND REGULATIONS

1. All Beale Street and Handy Park merchandise vendors must have a valid Memphis and Shelby County business license and/or other appropriate permits and licenses from local agencies necessary to conduct said vending prior to receiving a vendor permit from Beale Street Management.
2. All vendors at all times will conduct themselves in a professional and courteous manner towards patrons and other vendors or will be escorted from the premises, possibly having legal action taken against them and being banned from the premises permanently. If there is a problem with another vendor, this matter is to be discussed with Beale Street Management only.

3. No illegal items such as weapons, controlled substances, drug paraphernalia, or drugs of any kind will be allowed. Beale Street Management has the right to inspect and/or reject any item(s) vendor wishes to sell and all vending display areas.
4. No "hawking" (i.e., calling out to a passerby) is allowed.
5. Vendors are required to prominently display valid Beale Street and Handy Park vending permits. Any vendor without a permit will be required to pay the full permit fee amount plus \$50 fine, and will be required to immediately leave the premises.
6. Vendors are responsible for supplying the necessary equipment for operation of their business.
7. Vendors must breakdown and remove all items brought with them at the end of every night. Any items left in the park after breakdown will become the property of Beale Street Management.
8. Vendors are responsible for maintaining their spaces in a clean and sanitary condition, and are responsible for keeping their immediate areas clean and safe.
9. Trash left behind by vendors will not be tolerated and will result in rejection of any future permits and a \$50 fine. Vendors are responsible for any trash or debris generated by the operation of their business and is obligated to see that it is properly disposed of in authorized trash receptacles.
10. The selling of any item(s) not on the original application is forbidden.
11. The selling of merchandise that competes with existing retailers on Beale Street is forbidden. At no time shall a vendor sell other clothing, e.g. pants, dresses, hats, shirts, purses, skirts, shoes, etc., unless it is handcrafted.
12. No food or drink vending (including chilled water) will be permitted on Beale Street or Handy Park unless it is allowed as a part of a special event or sponsorship agreement with Beale Street Management.
13. Sample distribution or product promotion is permitted providing no hawking occurs. All consumable samples must be pre-packaged or have a Shelby County health permit.
14. Merchandise found to be stolen or illegal will be reported and turned over to the appropriate authorities and vendor will be banned from vending on the premises permanently.
15. Vendors must set up in the space assigned by Beale Street Management and shall not impede pedestrian traffic flow.
16. No public address systems, amplifiers, musical instruments, or play back devices are allowed.

17. No electrical equipment, including heaters, hot plates, or other devices that are not on the application, will be allowed.
18. Electricity for lighting will be provided for vendors. Vendors must provide extension cords and must ensure that the cords are taped to the ground to alleviate tripping hazards.
19. On days of inclement weather each vendor may decide whether or not to operate. No refunds will be made for days on which a vendor does not operate.
20. Vendor agrees to indemnify and hold harmless Beale Street Management, Downtown Memphis Commission, the City of Memphis, Shelby County, the State of Tennessee, officers, board members, directors, employees, and agents (collectively known as "Indemnified Parties") against any claims, damages, or losses which may be made against or incurred by the Indemnified Parties arising out of or connected with the condition of use of this permit.
21. Beale Street Management reserves the right to grant exclusive rights to any vendor in regards to this agreement or in any case, revoke an issued permit if legitimate complaints and/or disturbances arise. Vendor understands that failure to comply with ANY of the agreement or permit terms and conditions may be cause to revoke permit or terminate agreement with no refund of payment.

VENDING HOURS:

- a) Vending is allowed on Beale Street and Handy Park from Wednesday through Sunday. Beale Street Management reserves the right to grant exceptions to vending hours in rare situations.
- b) Vending is not allowed before 11:30 am Wednesday – Friday, and not allowed before 11 am Saturday and Sunday.
- c) Breakdown time is no later than 2 am the next morning, unless specified in the monthly calendar.

DISPLAY REQUIREMENTS:

- a) Vendors will be allotted a 10 x 10 vending space.
- b) Tables must be skirted. *[Exceptions to be approved for special events]*
- c) Tents may be used only if they are clean and in good condition and only if proportionate to assigned area. Tents must not exceed 10 x 10 and are not to take up space of another area at any time. Tents are by no means to be nailed, screwed, or in any shape, form, or fashion fastened to the ground.

- d) Tents and tables are not to be left set up on the street or park. Tents, tables, and any other equipment left the next day will become the property of Beale Street Management.

PERMITTING FEES AND SCHEDULES:

- a) All fees must be paid to Beale Street Management before a permit will be issued.
- b) The daily permit fee is \$50 per day. The weekly permit fee is \$250 and is valid Wednesday through Sunday.
- c) Weekly permits must be renewed each week. Please check the calendar for upcoming special events and plan accordingly.
- d) Vending space will be allotted on a first come, first served basis. No more than four vendors will be allowed to vend in Handy Park at any given time, with the exception of special events.
- e) Permit fee may be paid in cash.
- f) It is the vendor's responsibility to take the following into consideration before payment is made:
 - i. Beale Street Management will not provide refunds due to inclement weather.
 - ii. Beale Street Management will not provide refunds or discounts due to vendor's lack of sales profit.

I have read, understand and agree to the above rules and agreement _____ Vendor's Initials



Handy Park and Beale Street Vending Permit Application

This application must be filled out completely and all requested information attached. All information will be verified before application is approved and a permit is issued. Failure to keep contact information updated and correct with Beale Street Management is cause to revoke permit and/or terminate agreement.

[Please print all information]

Name of Business: _____

Contact Name/Vendor: _____

Street Address: _____

State: _____ Zip Code: _____ Telephone #: _____ Cell/Alternate # _____

Fax #: _____ Email Address: _____

Website, if applicable: _____

Business License #: _____ State: _____

Drivers License #: _____ State: _____

List all equipment to be used in vending area (tables, tenting, lighting, etc):

Merchandise to be sold [be specific]. Please attach photos if possible.

It is agreed and understood with vendor that Beale Street Management staff, sponsors, volunteers, or agents assume no liability for any injury to person or property or any other losses or damages that may occur in W.C. Handy Park or in the Beale Street Historic District. I, said vendor, further agree to forever indemnify and hold harmless Beale Street Management, Downtown Memphis Commission, the City of Memphis, Shelby County, the State of Tennessee, officers, board members, directors, employees, and agents (collectively known as "Indemnified Parties") against any and all claims for loss, damage or death of person or property and any other loss whatsoever arising out of act, omission, or negligence in the operation or conduct of myself/business, including violation of the law and attorney's fees and costs incurred by those parties. I have read and understand the terms and conditions of receiving a Permit for vending purposes in Handy Park or Beale Street.

Vendor Signature: _____ **Date:** _____

Beale Street Management Rep: _____ **Date:** _____