



Saint George Market x Desert Collection (“Market”) Vendor Contract

OVERVIEW

- a. Saint George Market x Desert Collection will be held on **September 15th 2021**
Main Street Main Street north of Tabernacle
Saint George, Utah 84770
- b. Saint George Market has a rain or shine policy.
- c. The Market will open to patrons at 9am on **September 15th 2021**. The Market will end at 6 pm, **September 15th 2021**
- d. **Vendors are required to set up day of the market**
Set up is from 7AM-8:30AM
- e. Vendors will be set up by 8:30 AM and will not break down EARLY (before 6PM) the day of the market. Vendors agree to a \$200 early-breakdown fine if they or part of their team fails to comply.
- f. **Parking on Main Street will be loading and unloading & only. And email will specific instructions will follow & will be an official part of our contract.** As there are many vendors who need to use this load zone area, **cars are limited to no more than 25 minutes active loading/unloading. This area will be monitored and if cars are left for more than 25 minutes you may be removed from the show.** By signing this contract you agree to park in the designated public parking after setup of vendor space is complete, or to accept a \$200 parking fine if vendor or vendors team fails to comply.
- g. Non-performance, also known as “failure to show up” or “no-show” to the event, whatever the reason, may result in losing future privileges to participate in the event. Additionally, vendors will relinquish booth rental fee costs. These fees are non-refundable.

- h. Vendors and their team must be pleasant to work with. If there are any issues, you will be removed from the market, and/or subject to a \$200 fine. and/or not welcomed back to Saint George Market.
- i. If you determine you are unable to participate with less than seven days to the Market you are responsible for the following: a. Putting up your canopy b. Providing signage that shows where patrons can buy your products (i.e. a website). More specifics will be available as an addendum if this happens.
- j. Information in this contract is subject to change with written notice via email from our official email, and or any representation from Saint George Market / Winsor Way, LLC this is officially called an addendum to our contract.

COST

- 10X10 \$300
- 10X20 \$400

SET UP

Set Up Musts:

- a. Each vendor is responsible for providing his or her own tent, tables, chairs, and display surfaces
- b. Vendors Must purchase weights for their tent. *Stakes are not allowed.* Vendor can choose to put sand or rocks in their weights, but SGM recommends a small brick to place inside empty weights- for easy set up and tear down. [link](#)

EXPECTATIONS & DISCLAIMERS

Vendor requirements before, during and after the Market. We are a “read your syllabus” kind of market.

We have high expectations at the Saint George Market as we are a premier market.

Please know that you have been selected to participate because your goods stand out.

Our curation standards are extremely high.

Because of these high standards we require the following of our vendors to make the event even better:

- a. **Non-compete/ Non-disclosure:** If you participate in our Market, you agree to not share our contract, contract details, set up times, or trade secrets with anyone; including verbally.
- b. **Email communication:** We require vendors to read every email in a timely manner. (Within two business days)
- c. **Event marketing**
 - o You are obligated to promote the Market on both your personal and professional social media channels, we suggest using both Instagram and Facebook and other channels upon which you have found success. *You must post the “1 month” to go post* (content to be provided by the Market team); and must post *either* the “2-day” post or the “7 day” post on your social media accounts (on both your Instagram story and feed.) These posts must be prominently featured. If you combine the countdown advertisements with others (such as a carousel of other photos), the countdown post must appear as the first photo and should be prominent.
 - o You are also required to post to social media on the day of the Market advertising your goods.
 - o When you post about Saint George Market, you must spell out @saintgeorgemarket. Not St George Market. It is imperative you do this in all of your posts and mentions of the Saint George Market. Official hashtags of the market are: #getexcited & #saintgeorgemarket
 - o The required countdown advertisement posts cannot be edited (i.e. do not add borders, change the coloring etc. This helps us maintain a consistent and recognizable brand.
 - o Vendors are also requested to share news of the Market to friends, family, and acquaintances, both in person and online. In addition to posting on personal and professional Facebook & Instagram Accounts, we also ask that you share the word about the Market via word of mouth and text.

FINANCES

- a. **Final Numbers:** By no later than 5 days after the market, each vendor's post-event recap is due with an accurate number of items sold, including what vendor sold out of, what didn't sell as much of, what sold well, and what vendors took orders for. We will have a data sheet listing our questions in conjunction with that post-event recap. This is to help our vendors & is a simple questionnaire.

- b. **Commissioned pieces**
If you are approached at the market to do a commissioned piece, Saint George Market will take 3% cut of each piece sold.

- c. **Capped finances:**
If you make over 5,000 we will take a 3% cut from your gross profit

LOOK OF THE SAINT GEORGE MARKET/ HELPFUL HINTS

The Saint George Market is a high-class, curated market with carefully selected vendors who understand the importance that the look and layout of their booths will drive the sale of their goods. We ask you to help us maintain this reputation by:

- Focusing on bringing a unique mix of products.
- Focusing on selling the highest of quality goods which are presented in a fresh and enticing way.
- Delivering creative displays and booths which feel like a mini boutique.
- Providing your own tent, tables, chairs, and display surfaces.
- While there is no specific design requirement with regard to set up, we encourage creativity with your displays for your goods, and strongly encourage signage that entices customers and adds to the visual fabric of the environment.
- Vendors shall be considerate of neighboring vendors when constructing displays and sets, do not create displays that obstruct sightlines or block customers from seeing the next booth.

(If vendor doesn't comply, there may be a \$300 fine and or dismissal of said market or future market)

- Be mindful of the overall aesthetic experience of the Market when designing displays, materials, props, etc. Minimize any disturbance to other vendors' operations.
- Vendors are responsible for repairing any damage and disruption vendor may cause to the Market or other vendor's booths or operations.

Helpful Hints:

- a. Professional signage.
- b. Have a good selection of items under \$25 and \$10. Consider pricing those smaller items under twenty dollars. There's a psychology behind it.
- c. Clearly mark item names and prices. i.e.: sterling silver dainty ring, \$18.
- d. Having items of different monetary values. From the low end to the high end.
- e. Use your best pieces to draw the crowds to your booth.
- f. Greet customers with a smile.

VENDOR RESPONSIBILITIES RE: CLEANLINESS

- A. Vendors who leave garbage will be subject to a charge of up to \$350 and/or participation ban for future events.
- B. Vendors are responsible for cleaning booth space, including removing any items that haven't sold after the Market is over. *The motto is "leave no trace."*
- C. As a reminder, city owned dumpsters/garbage cans are not to be used for personal or business use. These are for patrons only. Therefore, vendors must carry away all trash from their operations.
- D. Vendors who place merchandise in places other than their assigned space will be charged \$250.
- E. There is no subletting of spaces to other vendors.
- F. Merchandise must be kept in the spirit of the above unless agreed upon by Saint George Market management.

LEGAL REQUIREMENTS

- A. Vendors are not allowed to help with loading and unloading to customers cars. This is a legal reason due to safety, walkability and crowd problems that may arise.
- B. Vendors are permitted to park in the parking lots that are adjacent to Town Square/Main Street.
- C. Vendor will follow all directions regarding parking, and set up found in this contract & future emails, particularly those related to the use of the loading zone.
- D. Vendor acknowledges that the location and configuration of booth spaces may vary and may change at any time.

TAX INFORMATION

- A. Saint George Market does not require a tax identification number. Vendor will be handed tax information day of or day before the market from The Utah State Tax commission. This is vendors temporary tax number.
- B. Vendor compliance states that it is the sole responsibility of each vendor to pay tax, collected on their own, without any responsibility lying with Saint George Market.
- C. Saint George Market will have a spreadsheet that lists all of our vendors which is then sent to the Utah State Tax Commission. They can/will come after you if vendor does not choose to reach out to them in a timely manner after the event.
- D. All instructions are listed on the tax form provided day of or before the event. We at Saint George Market don't answer any tax questions. Their number if you have questions is: 801-297-6303

ELECTRICITY

- No electricity is provided/permited.

FOOD TRUCKS

- A. All food trucks must follow the rules established in this contract. Different set up times will pertain to them. This will be provided in communication via email.

VENDOR TANKS

- Unless vendors have written permission from Saint George Market management, no tanks of any type are allowed.

INTERNET ACCESS

- Vendors have to provide their own internet. There is no official WIFI for this event.

PAYMENT, REFUND & CANCELLATION POLICIES

- A. Payment must be made by the vendor at the same time that contract was signed. No late payments.
- B. Accepted forms of payment include:
 - Venmo to @saintgeorgemarket(cash or check is accepted, on a case by case basis)
- C. There are no refunds for vendor booth fees once the vendor has made payment and signed the contract.

LIABILITY AND INDEMNIFICATION

Risk of Loss, Insurance & Indemnification. The vendor is solely responsible for damages or liabilities resulting from the private dealings with any customers at the Saint George Market. Furthermore, the vendor agrees to indemnify, hold harmless, and forever discharge Saint George Market, its employees, volunteers, 501c3 charity beneficiaries, the City of Saint George, or any sponsors, for any and all personally injuries resulting in death, property damage, or injuries as a result of Saint George Market. Additionally, the damage or loss due specifically to fire, theft, breakage or collision; or articles left in vendors vehicles, or on the premises, are included. All costs, expenses and attorney's fees incurred by Vendor in connection with any such claims are included simultaneously. Vendor assumes risk of damage to merchandise and other personal property belonging to vendor while such property or merchandise is in Vendor's space. Vendor acknowledges that neither Management nor the owner of the Saint George

Market, charity beneficiary, or associates assumes any responsibility to insure the safety or to protect Vendor's merchandise from loss or damage caused by fire, rain, theft, malicious mischief, accident, injury or any other cause.

INSURANCE

- We have liability insurance, but this doesn't protect your products. We strongly encourage you to purchase an insurance plan. Vendor acknowledges that Vendor has been advised to purchase insurance to protect against personal and professional losses.

MERCHANDISE & COMPLIANCE OF STATE, INTERNATIONAL & FEDERAL LAWS

- Goods for sale must be legal. Merchandising and promotional material, along with goods, must be appropriate (for sale) under all applicable local, state, and federal laws; copyright, trademarks, patents, etc. In any event of claims of infringement as a result of vendors act, vendor hereby agrees to hold harmless and discharge Saint George Market. Additionally, a non-compliant fee of \$1,000 and disqualification in participating in future events will apply.

QUALIFYING PRODUCTS

- A. We are a family-friendly event. Vendors agree to keep their items family-friendly. Prohibited items include but aren't limited to: any type of hatred, bigotry, racist items, et. al.. Additionally, alcoholic beverages, explosives, firearms, ammunition or pornographic or obscene nature are prohibited. The sale or display of counterfeit (also known as trademarked merchandise) is strictly forbidden.
- B. Vendors are not allowed to use the name IronMan in anything merchandise related. Logos, the name, anything. Vendors are welcome to gear their products to the name: Desert Collection, or sports related, however, things such as a Ironman t-shirts are not ok.
- C. No fitness related items such as selling yoga mats, etc, etc. Vendors are welcome to sell triathlon centered items... but not directly in competition with Ironman.

VENDOR GUARANTEE

- I understand that getting approved for this market doesn't guarantee me a spot at the next market.

PHOTO RELEASE & PHOTOS TAKEN AT MARKET

- A. Vendor agrees to allow use of their likeness, photos of vendor products, without payment, in professional and personal photographs, video recordings or other electronic images in any and all Saint George Market publications, including official websites, social media channels and other publications, or any related partnerships. By signing this contract, you understand and agree that these materials will become the property of the organization, Saint George Market, and will not be returned. You are authorizing the organization to edit, alter, copy, exhibit, publish or distribute these images for purposes of publicizing the event. You waive the right to inspect or approve the finished product, including written or electronic copy, wherein vendors likeness or vendor product appears.
- B. Regarding photos taken at Saint George Market. Under no circumstances are vendors allowed to use Saint George Market photos for personal or business use, or share photos with any other people, organizations, press, or non-profit organizations. Other than utilizing social media and sharing the market photos on your business social media, you are not allowed to utilize photos taken at the market for collaborations with others, ie: if you are selling at our market and we see photos taken at Saint George Market to promote other markets, you will not be welcomed back, and legal action will proceed. This caveat in our contract is due to the fact that other markets have falsely used photos to bait people to promote their own markets.

CONTRACT ACCEPTANCE

I agree to first and foremost be a pleasant vendor. I agree to abide by the rules and regulations provided by Saint George Market which allow me to sell the merchandise described in my Saint George Market Vendor Contract. (the "Market") on the terms set forth in the Contract (this "Contract"), I understand that this agreement constitutes a

contract between myself as “Vendor” as licensee and Saint George Market. In consideration for my payment of booth rental fees (at the rate(s) established by Management), the Contract/ agreement, will give me the non-exclusive and limited right to sell the merchandise specified in my Vendor Contract from the space(s) set forth from time to time in Management’s receipt for the fees and other charges that I pay. I understand that Management reserves the exclusive right to designate the vendor space(s) that I am licensed to sell from, to change my vendor space(s) from time to time, and to refuse to renew my agreement at any time, for any reason, or for no reason at all. I agree that termination of this contract may happen at any time, for any reason, or for no reason at all. I further agree to comply with all Rules and Regulations currently in effect throughout this contract, or as may be changed by Management from time to time. I understand that my Agreement may be revoked for violations of the Agreement or any other Rules and Regulations in effect from time to time.

IMMEDIATELY UPON THE SATISFACTION OF THE BINDING CONDITIONS, THIS AGREEMENT SHALL AUTOMATICALLY BECOME AN EFFECTIVE AND BINDING CONTRACT BETWEEN SAINT GEORGE MARKET AND VENDOR, AND SHALL GOVERN THE PARTIES’ RELATIONSHIP FOR THE MARKET IN WHICH VENDOR PARTICIPATES, DURING THE 2021 SAINT GEORGE MARKET DESERT COLLECTION

Vendor Signature _____ **Date** _____