



## **SOUTHPORT SUMMER MARKET RULES AND GUIDELINES 2023 Season**

### **PURPOSE**

The Southport Summer Market was developed to provide a place for local growers and crafters to sell their goods directly to consumers, to educate consumers about local farming and seasonal eating, to encourage and promote the use of locally grown farm products and locally prepared foods; and to enhance quality of life in Southport by providing a community activity that fosters social gathering and interaction. The motto that supports our purpose is “Home Grown & Home Made”. Arts and Crafts must be handmade or hand-crafted.

The Southport Summer Market is sponsored by Downtown Southport, Inc, in partnership with the City of Southport and is governed by a Summer Market Committee whose members include members of DSI and selected vendor(s). Rules for the conduct of the Market are formulated and implemented by the Committee and approved by the DSI Board of Directors. The purpose of these rules is to govern the operation, administration and management of the Summer Market. The following rules and regulations are not intended to burden participants but to ensure smooth operation, fairness and success of the Market.

### **ELIGIBILITY**

Downtown Southport Inc. encourages all products to be from the state of North Carolina, where applicable. Exceptions must be approved by the Market Committee.

- Vegetables
- Fruits, nuts or berries
- Plants and herbs
- Eggs
- \*Dairy products
- Honey
- Cut or dried flowers
- \*Preserves, pickles, relishes, jams, jellies and candies
- Baked goods
- Arts and crafts (handmade or hand-crafted)
- Other items and exceptions must be approved by the Market Committee
- The Committee shall have the sole discretion to determine if a particular product or set of products is not consistent with the purpose of the Market and to restrict vendor participation in such instances.
- Vendors are allowed to supplement their product offering with prior Market Committee approval. “Supplemental Products” are defined as those products that are produced outside of North Carolina, but inside the USA. “Supplemental Products” may not exceed 50% of the total product offered by a vendor each Market day.
- “Supplemental Products” must be clearly marked as to origin (examples: “supplemental” vegetables produced in Florida, must be marked “Grown in Florida”).

- “Locally Produced” is defined as produced in North Carolina.
- The Market Committee and/or the Market Manager reserve the right to conduct an inspection of any market vendor at any time to verify product origin.
- If a vendor wishes to sell any product other than what was initially applied for, the vendor must get prior approval from the Market Committee.
- All “canned/jarred” products must have label identifying the product and contents.
- All Baked Goods must be either individually labeled with ingredients or a “master list” identifying each product must be provided with the ingredients of each baked product being sold. – (example: a pound cake could have an ingredients label on wrapping; unwrapped cookies could have the cookie type listed on a sign with ingredients noted rather than on each individual cookie.
- All products being sold MUST display product prices – this can be done on individual items or on a list identifying items and prices.

**\*The North Carolina Department of Agriculture and Consumer Services (NCDACS) food safety rules & regulations guiding farmers markets requires a home inspection for all vendors who do home processing (producing a food product in your home). ALL vendors who sell home produced food items MUST contact the NCDACS to get information on the regulations and to request a home inspection prior to sale of any home-produced food item.**

**CONTACT NUMBER: 919-733-7366 – indicate you are a home processor and need to speak to a food compliance officer about the requirements. Let them know you will also need a home inspection. Vendor must present a copy of the approval certificate provided by the NCDACS upon completion of approved inspection.**

### **HOURS AND DATES**

- The Market will operate each Wednesday beginning the first Wednesday of May until the last Wednesday in August, located in Franklin Square Park.
- Market time: 9:00 am – 2:00 pm. Set up time is from 6:30am-9:00am the day of the market.
- **VEHICLES ARE NOT ALLOWED IN FRANKLIN SQUARE PARK FOR SET UP OR BREAK DOWN.**
- The Market Committee reserves the right to modify the Market schedule as necessary to allow for special events and activities.

### **RULES**

#### **VENDOR PARTICIPATION**

- The Market will operate rain or shine unless the Market Committee determines the weather would pose a public hazard.
- Sellers are encouraged to remain on site for the entire duration of the market.
- Non-Profit organizations 501(c)3 who are DSI Members may disseminate organizational information and sell raffle tickets as a fundraiser activity. A craft vendor application must be submitted.
- As a Vendor at DSI Markets, your participation must represent a positive impact and impression on the Market and fellow vendors.
- DSI reserves the right to excuse any vendor from the Market who does not comply with the Rules/Regulations.

## **DISPLAY/SET UP**

- Spaces will be assigned by the Market Manager. As this is an open-air market with several entrance and exit points, we do not anticipate “priority spaces”.
- Any vendor who has not arrived to set up or has not contacted the Market Manager that they are running late by 8:30 am may lose their assigned space for that market day.
- No one will be allowed to set up after 9:00am unless approval by the Market Manager, Marion Martin.
- Vendors must supply their own tables, displays and carts. Canopies, tents or umbrellas are encouraged.
- Vendors are encouraged to have a sign posted indicating the name of their business.
- All products sold must have signs indicating price and description of product where applicable. A master price list can be substituted for individual product pricing.
- Each seller is responsible for cleaning up the assigned space at the close of the market. All vendors must discard their trash at the end of the day.

## **MISCELLANEOUS**

- Vendors must comply with all laws, ordinances, and regulations of the United States, State of North Carolina, Brunswick County, and City of Southport.
- The Market does not offer exclusive rights to any one vendor to sell any one product. Market customers generally benefit from having a choice. Same type Crafts will be limited to a maximum of five (5). Exceptions must be approved by the Market Committee. No live animals may be sold or given away at the Market.
- Pricing of goods sold at the market is solely the responsibility of the individual vendor.
- Vendors may not have personal pets in their booth during Market hours unless prior approval by Market Manager.

## **MARKET MANAGEMENT**

The Market Manager is responsible for the day-to-day management of the market and along with the Market Committee has the complete authority to interpret, implement and enforce the market policies. Any questions or concerns should be addressed to the Market Manager or any Market Committee member in the manager’s absence. Conflicts between vendors and customers must be brought to the attention of the Market Manager or a member of the Market Committee for final resolution.

### **Market Management Contacts:**

Marion Martin/Market Manager:	910-620-2308
Dottie Nixa:	910-231-3634
Peggy Popelars:	910-988-7106

### **Market Committee Members**

Marion Martin  
Dottie Nixa  
Paul Guerin  
Peggy Popelars

## **VIOLATIONS**

Violations of any of these rules as discovered by or reported to the Market Manager or Market Committee may result in a vendor being excluded from the Market.

**Hold Harmless Clause and Insurance**

All authorized vendors participating in the Southport Summer Market shall be individually and severally responsible to Downtown Southport, Inc. (DSI) for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the vendor’s negligence or that of its servants, agents, and employees. All vendors hereby agree to indemnify and save DSI, its officers and employees harmless from any loss, cost, damages, and other expenses, including attorney’s fees, suffered or incurred by DSI by reason of the vendors’ negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify DSI for negligence of DSI, its officers or employees. No insurance is provided by the City of Southport to participants in the Summer Market. Participating vendors will be required to provide a signature in acknowledgement of this clause on the vendor application.

**DOWNTOWN SOUTHPORT, Inc.  
SOUTHPORT SUMMER MARKET**

**VENDOR ACKNOWLEDGEMENT**

I, \_\_\_\_\_, Doing Business As (DBA) (if applicable)  
\_\_\_\_\_ have received, read and agree to abide by the Rules and Guidelines of the Downtown Southport, Inc. Summer Market. In addition, I acknowledge the “Hold Harmless Clause and Insurance” as stated in the Rules and Guidelines.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- Revised: 10/2011
- Revised: 11/2012
- Revised: 02/2015
- Revised: 02/2016
- Revised: 10/20/2016
- Revised: 11/19/2017
- Revised: 08/23/2018
- Revised: 01/06/2020
- Revised: 03/08/2021
- Revised: 04/08/2021
- Revised: 01/16/2022
- Revised: 01/07/2023