



VENDOR INFORMATION, RELEASE, & CONTRACT

The Mauldin Beachin' Christmas Market is operated under the direction of the City of Mauldin.

The Market is located at 101 East Butler at the Mauldin Outdoor Amphitheater (between the Mauldin Cultural Center and Mauldin Sports Center).

GENERAL MARKET REGULATIONS AND POLICIES

Selection Criteria:

The Mauldin Beachin' Christmas Market celebrates a diversity of vendors. The main goal of the market is to support local, handmade, artisan crafts, foods, and farms.

To be a reserve a spot at the market, vendors must meet one of the following criteria:

1. SC Certified — Local farmers certified by a local extension agent or market manager
2. Handmade artisan crafts, foods, beverages, and wares unique to the Upstate
3. Vendors who purchase produce from South Carolina, North Carolina or Georgia Certified farmers.

The City of Mauldin reserves the right to refuse acceptance of any vendor or item at its sole discretion.

The Mauldin Beachin' Christmas Market Committee will select vendors for the market. Vendors are not guaranteed to be selected to participate in the Market. If a vendor is selected, they will receive an email from the Market Manager.

Fees:

\$30 vendor fee

Schedule

The Mauldin Beachin' Christmas Market will be held on Thursday, December 2nd from 6 p.m. to 9 p.m.

Food Safety & Regulations:

Vendors are required to follow state regulations as it concerns food safety, processed products, and handling. Vendors may be required to provide a 2021 DHEC or Department of Agriculture certification and a list of the items they plan to sell during the 2021 season before they are allowed to sell at the market. It is the responsibility of each vendor to know requirements for SC Sales Tax. Individual vendors are responsible for obtaining all licenses and or permits required by DHEC, SCDA and any county or other state agencies.

Harmful Items:

The City of Mauldin does not allow the sale of alcohol, firearms or ammunition, fireworks, or other potentially harmful items at the Mauldin Beachin' Christmas Market, unless approved.

Vendor Sites:

Vendors are required to provide their own tent, tables, and chairs needed to display their product and operate their booth.

The city will provide a space of at least 10'x10' and will make all decisions concerning placement along the market setup area. If a vendor requires more space, they will need to contact the Market Manager.

The area around the table must be barrier free. Any chairs must be kept behind tables at all times. Vendors must furnish their own cleaning material for garbage removal. Vendors are responsible for cleaning their area at the end of each market day. Garbage must be removed from the market.

All vehicles must be moved outside of the barricades by 4:30pm. There are no exceptions. Failure to move vehicle after set up will incur ticketing, towing, and the vendor will be barred from participating in the Market.

Attendance Policy

Vendors are expected to attend the market they have signed up and been selected for.

Failure to attend the assigned dates will be considered a "no-show." Vendors who no-show will be barred from returning to the Mauldin Beachin' Christmas Market.

There will be no refunds given for market absences.

Tardiness Policy

Set up for the market begins at 3pm. Vendors are expected to have completed set up by 5:30pm.

Late set up (after 5:30pm) will be penalized.

Refunds will not be given to those who cancel attendance for this particular event.

Tear down is allowed to begin at 9pm. Early tear down is not allowed. Any vendor who begins tearing down before 9pm will be barred from participating in the future.

Weather Policy

The Mauldin Beachin' Christmas Market is Rain or Shine. The Market will only be cancelled in extreme conditions. Weather cancellation is to the discretion of the Market Manager.

Insurance:

The City of Mauldin does not carry any insurance policy nor does it convey the protection of its policy to any vendors selling at the market. All food is to be presented in a clean and safe fashion for the protection of the customer by the selling vendor. The City of Mauldin will not be held responsible for any false claims or safety of products sold at the market.

The City of Mauldin reserves the right to amend, add to, or delete these Rules and Regulations as necessary to carry out the operation of the Market.

RELEASE

I hereby release, jointly and severally, the City of Mauldin, its officers, employees, agents, and staff members from any losses, claims, damages, or lawsuits arising from my use of the City of Mauldin's Mauldin Beachin' Christmas Market by myself or my workers.

Further - The City of Mauldin, its agents and employees, shall not be liable to me, or any other person on these premises, during the term of this Agreement, for injury to, damage to, or loss of, property or any person on these premises. I further agree to indemnify the City of Mauldin and hold them harmless from all damages, injuries, liabilities, losses, and expenses incurred by any person, or party, in any way, from my use of these premises. I also release the City of Mauldin and its agents and employees from all damages, injuries, liabilities, losses, and expenses incurred by myself in any way from the use of these premises and equipment. I also agree to indemnify the City of Mauldin against all costs, including attorney's fees, arising out of my use of this property and these premises.

I also give the City of Mauldin permission to release my company name, product names, and photographs of my products and personnel for the purposes of marketing and media releases, including but not limited to newspaper articles, website content, social media posts, and other means.

I the undersigned agree to follow all rules and regulations as they apply to any and all products I may or may not carry for sale at the Mauldin Beachin' Christmas Market and all waivers.

I have read and understand this document and agree to all of the terms stated above.

Name (Printed)

Signature

Business Name

Phone Number