



2023 Babcock Ranch Holiday Market Vendor Information and Application

Date: Saturday, November 25th 2023

Time: 9am to 3 pm

Setup: Time will be assigned to you once vendor application is complete.

This event will be held rain or shine. Failure to attend the market will result in an automatic loss of booth fees and space assignment.

Contact Information: Tori Grant (Babcock Ranch, Lifestyle Associate)

- **Email:** Mgrant@ccmcnet.com
- **Phone:** 239-478-9470

Application Process: Vendors will need to complete a CCMC vendor packet and the application form. Applications without a complete CCMC vendor packet will not be considered for the event.

Registration Process: You will be sent an email with instructions on how to pay your fee by October 13th, 2023. You can pay by the link in the email or by phone. We do not take cash or checks.

Fees: There are two options for booth space 10'x10' or 10' x 20'. Resident price for 10'x10 booth space is \$75.00, and the non-resident price is \$125.00. Resident price for 10'x 20' booth space is \$125.00, and the non-resident price is \$175.00. All vendor payments are final, non-refundable, and non-transferable.

Setup: Your space will be marked when you arrive. **All vendors must supply their own table(s), table covering(s), marketing materials (signage with business name) and clear pricing on all products.** Your setup and marketing materials must be within your space and not intrude on your neighbors. Signage must be placed within your booth space. It is imperative that your booth setup does not expand outside of your vendor space to allow for proper market spacing and flow of customer traffic. Your booth space should not create any safety hazards: hanging signs and product displays are secure, no tripping hazards. You are responsible for maintaining a safe shopping space within your area for all customers. The vendor is responsible for furnishing all necessary equipment

and materials in the designated booth space no more extensive than the space they are assigned. No tents should be installed. Tables must be covered. Vendor items, including packing materials, bags, and personal items, may be placed under tables as long as the table covering completely conceals them. Vendors will work professionally, cooperatively, and reasonably with customers, market staff, and volunteers. No guests can shop in vendor booths before the event opens. No alcohol, smoking, illegal substances, or weapons are permitted at any time. Vendors will be responsible for displaying and selling items in their booths throughout the event.

Housekeeping: Vendors agree to always keep all areas clean and neat. The vendor is responsible for cleaning their area entirely at the end of the market and removing all trash, boxes, packing materials, and unsold goods from the property. Dumpsters at the market will not be used for disposal. Please do not fill our customer trash cans with large cardboard boxes and packaging from your business. All significant items must be removed from the property, and the vendor's responsible for doing so.

Tear Down: Tear down can begin at 3:00 pm. As a courtesy to other vendors, please actively sell and do not start clearing your space any earlier than 3:00 pm. Booths **MUST** be completely packed and the area clear before loading out. Load out must be completed, and all inventory and personal effects must be removed within a reasonable time once the market closes.

Vendor Categories: Please read over the vendor categories before you fill out the application so you can pick the correct category for your items. You do need to pick one primary category, and this is based off what you have most of in your booth.

Electrical Access: Electricity will not be available for the event.

Internet Access/Cell Coverage: Please come prepared to do business without Internet or cell service. Internet access and cell coverage are not guaranteed.

Space Assignment: Babcock Ranch Holiday Market reserves the right to assign vendor locations on a first come, first serve basis. Babcock Ranch Holiday Market will work to accommodate the needs of all vendors. Babcock Ranch Holiday Market reserves the right to make the final decision, and the vendor agrees to be subject to the location decisions made by Babcock Ranch Holiday Market. Vendors may not transfer or sublease the booth to another vendor or share assigned space with a vendor unless approved. Additional vendors must apply and be approved before selling goods at this event.

Vendor Limits: Babcock Ranch Residential Association may limit the number of certain types of vendors at their discretion.

Parking: Vendor parking will be on the left-hand side of the field house closest to the school. You will be emailed a map of the parking area and a parking pass to display on your car windshield to show you are a vendor. All vendor vehicles must be moved to vendor parking by 8:30am on Saturday. Babcock Ranch reserves the right to tow a vendor vehicle and trailer (at vendors' expense) parked in an un-designated vendor parking area or not identified with the required vendor identification sticker and parking tags.

Vendor Passes: Vendor Passes are provided for all approved vendors; each approved vendor will receive two vendor passes. Vendor passes must be worn throughout the event. Vendor passes are not to be shared between vendors. Additional or replacement vendor passes can be purchased for \$10.00.

Prohibited Items: No alcohol, cigarettes, electronic cigarettes, other vaping mechanisms, propane tanks, and no open flame allowed inside the Field House.

Merchandise Material Limitation: Babcock Ranch Holiday Market reserves the right to require a vendor to remove any item or items that in its sole opinion are not appropriate for the Babcock Ranch Holiday Market, including items with printed language or profanity deemed inappropriate, or any items being sold by a vendor that has not been approved to attend the event.

Vendor Categories:

- **Handmade/Craft Vendors** – *handcrafted*, high-quality craftsmanship products. These are non-edible items that are made in small batches and designed or crafted by you.
- **Retail vendors** – Retail vendors that own their own business or independent consultants who sell items on behalf of a parent company. Businesses such as Tupperware, Young Living, etc. will be limited to one vendor at the event. It will be on a first come first served basis.
- **Cottage Food Vendors** – These vendors sell packaged baked goods or other items that do not require on-site heat or refrigeration. The items must be labeled and restricted to items outlined by the State. Please visit www.fdacs.gov for a list of approved Cottage Food Products.
- **Antique/Vintage Vendors:** Any work of art, piece of furniture, decorative object, clothing, or the like, created or produced more than 20 years prior to the date of the market.
- **Other:** Anything not listed in the above categories.

Payment and Cancellation Policy: Approved vendors must sign this contract and pay the total amount due for participation. Booth space will not be held if payment in full is not completed by October 24, 2023. Vendor forfeits their reserved booth space if contract is not returned, and payment made in full by October 24th.

Babcock Ranch Holiday Market reserves the right to cancel the Holiday Market if there is a threat of harm that could exist to the public including but not limited to health, terrorism and/or weather conditions are extreme and could result in harm or injury to any individual. Full credit will be given to a vendor towards a future market. In the rare event of a Full Cancellation, we will contact all vendors by phone or email as soon as practicable.

Regulatory Agreement: Vendor is responsible for all permits and insurance required to operate vendor's business. Babcock Ranch is not responsible for collecting sales tax for vendors from customers. Vendors will be responsible for assessing and collecting all customer taxes, including the appropriate city, county, and state sales taxes on products sold as required by the Florida Department of Revenue. All sales tax on items sold at this event is the vendor's sole responsibility in compliance with Florida State Law, and each vendor will pay sales tax collected on their own. It should be noted that all vendors will be reported as attending the event, and the vendor will collect sales tax throughout the event.

Photo Release: I hereby consent to and authorize the use and reproduction by Babcock Ranch Holiday Market of any and all photographs and/or video that have been taken of my booth and the market during the events for any purpose, without compensation to me or my assignees. All images and files are owned by Babcock Ranch Holiday Market, who reserves the right to use these photographs and/or video for the online publication, website and/or social media operated by Babcock Ranch. I hereby report that I am 18 years of age or older and have read and understood the terms of this release.

Liability and Indemnification: The vendor is solely responsible for damages or liabilities resulting from the private dealings with any helpers, customers and sale of unsafe or unsound goods. Babcock Ranch Residential Association will not be responsible for damages or personal injury resulting from the use of umbrellas, tables, tents and other devices used in conjunction with the vendor's booth. Neither Babcock Ranch Residential Association assumes any responsibility day or night to ensure the safety of vendor's property, goods, and consumables from damage, theft, fire, malicious mischief, accident, loss of electricity, weather related incidents, or other. Vendor agrees to not hold Babcock Ranch Residential Association liable for any theft or damage caused to their inventory or personal effects before the sale, during the sale and/or after the sale. Security measures will be provided but this no way ensures that the vendor's property is secure from all possibilities of damage or theft. The vendor is charged with the responsibility of always protecting their own property during the event and obtaining the appropriate liability and property insurance. The vendor hereby agrees to indemnify,

hold harmless, release, waive, and forever discharge Babcock Ranch Residential Association, its employees, agents, officers, and property owner for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney fees and court costs, which may occur as a result of the vendor's participation in the Babcock Ranch Residential Association whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of Babcock Ranch Residential Association, its employees, agents, officers and property owner. In consideration of the acceptance of the right to participate, entrants, participants, and spectators by execution of this contract form, release and discharge Babcock Ranch Residential Association from all known and unknown damages, injuries, losses, judgements, and/or claims from any cause whatsoever that may be suffered by an entrant to this person or property.

I certify that I agree to abide by all market rules. I agree to return the executed contract and payment for booth rental for my participation in the Babcock Ranch Holiday Market. My signature below certifies that I have read, understand and agree to abide by all the rules and regulations of the Babcock Ranch Holiday Market.