

Vendor Information with Rules & Guidelines 2024 City of Foley Heritage Park Marketplace

The Heritage Park Marketplace rules and guidelines are intended to make it as easy as possible for local producers and artisans to sell their products/produce directly to the general public. The Heritage Park Marketplace is located in Heritage Park in downtown Foley, Alabama.

The Heritage Park Marketplace will be open from 4:00 p.m. to 7:00 p.m. on the following Fridays - 4/19, 4/26, 5/17, 5/24, & 5/31. In the event of inclement weather, the Heritage Park Marketplace may be cancelled at the discretion of the City of Foley.

The vendor space fee is \$20 per week. The check should be made out to the City of Foley. Should a vendor fail to pay the vendor fee, they will not be permitted to set up. The fee includes one 10x10 white tent and one 8ft table. A discounted rate with one payment of \$90.00 (non refundable) for all five weeks of the Heritage Park Marketplace will be offered this year.

Heritage Park Marketplace Rules & Guidelines for Vendors

- Vendors are required to obtain a City of Foley & Baldwin County/State of AL Business License to participate in Heritage Park Marketplace. (Baldwin County licenses may be applied for at the Foley Satellite Courthouse and City of Foley licenses can be applied for at Foley City Hall)
- Vendors are responsible for collecting and paying sales taxes. Any vendor that does not pay will not be issued a license for the next year and will NOT be eligible to participate in the future.
- All displays should be designed and constructed in good taste. Displays must not create any safety issues for marketplace attendees. Vendors should be aware of tripping hazards in the walk area.
- Vendors are responsible for securing merchandise at Heritage Park Marketplace. The City of Foley assumes no responsibility or liability for damage, injury or loss of property due to weather, theft, vandalism, third parties or any other cause. It is the responsibility of the vendor to insure and secure their own property, and to arrange their property in a safe manner. By signing below, vendor understands that vendor is fully responsible for any damage, injury or loss resulting from vendor's property.

- All vendors must be set up no later than 3:45 p.m., and ready to do business when the market opens at 4:00 p.m. All spaces will be filled on a first come first serve basis. Vendors must bring enough inventory to make it through the market. Vendors **MUST** stay open for the duration of the market. Vendors can begin setting up at 2 p.m. and are expected to be packed up and out of the park by 8 p.m.
- **NO VENDORS** may pack up and leave early unless approved by event coordinator. Leaving early will automatically disqualify you from participating in future markets.
- Public restrooms are located on-site.
- Vendors will be solely responsible at all times for the cleanliness within their vending area regardless of the origin of the debris in that location. Each vendor is required to leave the space clean at the end of the day.
- Vendors must be a minimum of 16 years of age. Younger children are welcome and encouraged to participate, but must be accompanied by an adult responsible for the child's conduct and safety.
- Generators are **NOT** allowed at the market. There are a limited number of power outlets available on a first come, first serve basis. Vendors must bring their own all-weather extension cords and should make arrangements for a space near a power outlet. Electrical cords must not be a safety hazard, as determined by the marketplace manager. Power outlets are provided for the convenience of vendors. Be very careful when parking and setting up. If damaged all repairs will be charged to the offender.
- In the event of dangerous weather, all vendors should seek refuge in their vehicles and must discontinue selling until all danger has passed. The market-place manager has the right to cancel or curtail a market day if conditions are deemed as unsafe.
- **FOOD VENDORS:**
 - All accepted food vendors must contact the Health Dept. for a permit (251) 947-3618. Health Department food permits must be displayed during event.
 - Crafted Food Vendors must be self-contained.
 - Non-Crafted Food Vendors will have electric hook-ups and water available.

Heritage Park Marketplace Release and Indemnification Agreement

- If you send a sample of your product, the sample will not be returned.
- Active solicitation outside of booth space is prohibited.
- Vendors may begin breaking down their booths after 7:00 p.m. and NOT BEFORE!
- No smoking in or around the vendor tents. Please do not drop your cigarette butts on the ground.
- The sale of weapons, tobacco and alcohol is strictly prohibited.
- Vendors may not be under the influence of alcohol or non-prescription drugs during the marketplace. The City of Foley has the right to expel vendors from the property immediately if The City of Foley finds this rule has been broken and vendors will not be eligible for future years.
- The City of Foley has no liability for any credit card transactions or the collections or error of collections.
- The marketplace manager reserves the right to terminate a vendor space for any reason at any time without refund of the fee.
- The City of Foley shall not be held accountable for the products offered by vendors. Product and liability insurance are the responsibility of the vendor.
- The City of Foley reserves the right to final interpretation of these rules.

By signing the Heritage Park Marketplace Rules and Regulations for Vendors you are stating you have read, understand and will adhere to the rules and guidelines listed above. Any violations may result in the loss of space and exclusion from the market in future years.

Printed name _____

Signed name _____

Date_____

PHOTO RELEASE FORM

I hereby grant the City of Foley permission to use and reuse my likeness, image, name, voice, and/or appearance as such as may be embodied in any digital images, video recordings, pictures, photographs, audio recordings, and/or other digital media (collectively and individually, "Photo") - regardless of where the Photo was captured. I agree that the City of Foley may use the Photo in any and all City of Foley-related publications, advertisements, commercials, brochures, marketing materials, signs, and billboards, including, but not limited to, web-based marketing and/or publications. I acknowledge that I will not receive any compensation for the use of such Photo by the City of Foley- even if such use is commercial in nature.

Regardless of where the Photo was captured (on or off City of Foley property), I understand and agree that complete ownership to the Photo, including, but not limited to, the entire copyright thereto, is forever vested in the City of Foley. I hereby irrevocably authorize the City of Foley to make derivatives of the Photo and/or to edit, alter, copy, exhibit, publish, and/or distribute the Photo for any lawful commercial or noncommercial purpose. In addition, I waive any and all rights to inspect or approve the finished product wherein my likeness, image, name, voice, and/or appearance may appear. Additionally, I waive any and all rights to royalties and other compensation arising or related to the use of the Photo.

I hereby hold harmless, release, and forever discharge the City of Foley from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, parents, guardians, and any other persons acting on my behalf or on behalf of my estate now have or may have in the future by reason of any use of the Photo by the City of Foley and/or this authorization.

I HAVE READ & UNDERSTAND THE ABOVE PHOTO RELEASE. I ACCEPT:

PRINT NAME: _____

SIGNATURE: _____

PARENT/GUARDIAN SIGNATURE: _____

Vendor Application - 2024 Season

April 19 & 26 - May 17, 24 & 31 from 4-7pm

Please fill out, sign and return pages 3, 4 and 5 along with your vendor fee/photos to:
City of Foley, P. O. Box 448, Foley, AL 36536 | 251-943-1200 | info@cityoffoley.org

Name _____

Business Name _____

Street Address _____

City, State, Zip _____

Phone _____ Cell _____

Email _____

Arts & Crafts or Food Vendor? (10x10 Space & 8ft Table Provided) # of Booths _____

Crafted Food Vendors? # of Booths _____

Non-Crafted Food Vendors? (10x10 Space & 8ft Table Provided) # of Booths _____

Do you need access to power? _____ Yes _____ No

It is the individual responsibility of each vendor to ensure their compliance with all Baldwin County Health Department, State of Alabama, Baldwin County and local business licensing requirements.

List the type of products to be sold. (Anything not listed cannot be sold.)

Please Note: Photos of booth, products and/or website must be included with your application along with payment to be considered. Photos will not be returned. Digital photos may be submitted to info@cityoffoley.org

Applicant Statement: I agree to abide by the Guidelines of the Heritage Park Marketplace and to obtain all applicable licenses or permits required. I further agree not to hold the Heritage Park Marketplace responsible for any damages arising out of the sale of my products, vendor negligence or that of its servants, agents or employees. All vendors hereby agree to indemnify as safe the City of Foley and hold harmless from any loss, cost damages and other related expenses suffered or incurred by the City of Foley. I have been given a copy of the Rules and Regulations, understand them and agree to abide by them.

Signature: _____ Date: _____

_____\$20.00 - weekly vendor fee. Please list the dates you plan to attend. _____

Fee is due by close of business the Thursday before marketplace. No refunds.

_____\$90.00 - discounted fee to reserve a space for the entire season (April 19 & 26 - May 17, 24 & 31

No refunds.

make checks payable to: City of Foley

Festival use only: Date Received: _____ Amount Paid: _____ Form of Payment: _____ Received By: _____