

**2015 THURSDAYS ON FIRST & 3rd  
DOWNTOWN ROCHESTER SUMMER MARKET & MUSIC FESTIVAL  
BAKED GOODS/CONFECTIONARY/FARMERS' MARKET HANDBOOK**

*Please note: Information is subject to change at the discretion of the Rochester Downtown Alliance.*

### Section 1 - Schedule & Important Dates

- Schedule:** Every Thursday from June 4<sup>th</sup> through August 27<sup>th</sup> (12 weeks)\*  
\*Exception there will be no market on 6/25/15

- Event Hours:**

7:45-10:45am	Load-in and Setup
10:45-11:15am	Vendor Inspection (New this year – event staff will check in each vendor prior to beginning of market).
11:00am	Event Opens
11:30am-12:30pm	Lunchtime Entertainment (main stages)
5:00-6:00pm	Afternoon Performances (main stages)
7:00-8:30pm	Evening Performances (main stages)
8:30-10:00pm	Teardown and Load-Out

- Street Closure:** Promptly at 10:00pm, streets will be re-opened to through traffic. Any vendor who remains on the streets after 10:00pm does so at his/her own risk.
- Downtown Merchant Sidewalk Sale:** Thursday, July 23<sup>rd</sup>, 2015
  - Please note:** Downtown merchants will be using space on Peace Plaza and the North section of First Avenue (see map). If you would like to participate on that date, please note you may need to be moved to an alternative location for that week if one is available. Limited Artist/Vendor space will still be available on the South end of First Avenue. This will be offered on a first come, first served basis.
- Application Deadline:** Friday, March 6<sup>th</sup> 2015 at 5 p.m. (CST)
- Welcome Packets Email Date:** Friday, April 3<sup>rd</sup>, 2015
  - Please note:** Welcome packets will be emailed to accepted application at the required email address you provide on your application.

### Section 2 - Costs

- Cost of (1) booth (10x10 canopy):** \$100.00 per week
  - Please note:** Should a vendor start 'shifting' their allocated space, the vendor will be asked to remain in their assigned (clearly marked out) spaces OR forfeit deposit and miss the next Thursday's market at no refund.
- Sales Tax:** Vendor's responsibility; ST19 Form due to RDA by **Wednesday, May 13<sup>th</sup>, 2015**
- Invoices:** Sent with payment options in welcome
- Payment Options:**
  - Payment in full (in advance of market):** Full payments for market dates in advance are due by May 13<sup>th</sup>, 2015. Those who secure 11 or more dates of the market will be offered a 10% discount off of the total invoiced amount.



- b. **Two Payments:** Payments may be broken down into two parts. An initial payment of 50% of your total will be due in advance of the market by **Wednesday, May 13<sup>th</sup>, 2015**. A second payment of your remaining 50% balance will be due mid-season by **Thursday, July 16<sup>th</sup>, 2015**. If your remaining balance is not paid by July 16<sup>th</sup>, then you will forfeit the remainder of the market, and your spot will be filled. There will be no discount offered for the two-payment plan.
- i. **Please do not make any payments until you have been accepted into the market** and received your welcome packet via email with a detailed listing of dates you have received. Please do not assume you have been accepted into the market or that you have received all of the dates that you applied for. **Your welcome packet will confirm your acceptance and dates.**
  - ii. **Please note:** for security reasons, cash payments over \$100.00 will **not** be accepted on the Thursdays on First market event site.
5. **Wait List Adds:** If you are on the waiting list and receive additional market dates, payment will be due prior to setup at the market for those dates.

### Section 3 - Reimbursement, Cancellation & Termination Policies

1. **All paid monies are non-refundable unless specifically stated.**  
*\*Paid monies includes what you are invoiced for (amount owed for dates you've been signed up for)\**
2. **Cancellations:**
  - a. **If RDA Cancels:** This is an outdoor market, and therefore rain and other unpredictable factors are always a possibility. If your product/service or setup cannot handle outdoor weather, this may not be the market for you. The event is immediately over when evacuation orders have been issued by RDA staff (refer to RDA's Evacuation Procedure for specific details concerning weather conditions and cancellations).  
  
**No reimbursements will be applied to any event dates cancelled by RDA due to weather or other unpredictable factors, as all paid monies are already accounted for and applied towards the marketing of the event, promotional items and entertainment.**
  - b. **If Vendor Cancels:** If you decide to cancel any market dates, please give as much advanced notice as possible, so that staff may try to fill your booth space from the waiting list.
    - **Please note:** **NO refunds will be given if you cancel.**
3. **Termination:** The RDA reserves the right to terminate any vendor in violation of any policy or procedure, including ill-behavior toward RDA staff and volunteers, event attendees, and/or other vendors, without warning. No refund will be issued.

### Section 4 - Jury Process & Booth Location Placements

1. **All items you are proposing to sell must be juried.** You may not add products later in the season unless the jury approves your additions. An unbiased jury committee comprised of artists and members of businesses/organizations who have related backgrounds will blindly review each application for acceptance into the market.
  - **Please note:** RDA staff facilitates the jury process but does not play a role in deciding which vendors will or will not be in the market.
2. **Jury Process Criteria** consists of the following:
  - a. Original, unique products



- b. All products are hand-made by you, the artist
- c. You must list all products you intend to sell on your application.
- d. You, the artist, will be present at all times during the market selling your products.
  - **Please note:** *One exception applies; see Artist Representation Rule below – Section 4,*
- e. **You MUST submit an Artist’s Statement** addressed to the jury describing in approximately 25 words your work in terms of unique concept, creative process, technique and materials used.
- f. **You MUST submit color images of each of the following:**
  - 1 photo of you making the work you intend to sell.
  - 1-2 color images of your completed work.
  - 1 image or mock-up of your vendor booth that shows your signage and displays in either print or a JPEG electronic format (10 MB or less per e-mail) with your application.
    - **Please note:** Images will not be returned.

**Failure to meet all guidelines or provide an Artist’s Statement and color images will result in an incomplete application and will not be reviewed by the jury committee.**

3. **Product Category Guidelines:** To ensure product variety within the market, the jury will accept a limited number of applications within each product category. The jury committee **MUST** approve the general character of items for sale. To score the most points with the jury, we encourage you to fully explain why your products are unique and original to the Thursdays on first & 3<sup>rd</sup> Market in your Artist’s Statement. Product categories for each event date are as follows:
  - a. Restaurants = 23% (28 booth spaces, breaks down to 25 restaurants & 3 bars)
  - b. Baked Goods/Farmers Market = 12% (15 booth spaces)
  - c. Jewelry = 8% (10 booth spaces)
  - d. Pottery/Glassware = 8% (10 booth spaces)
  - e. Drawings/Paintings/Wall Art = 8% (10 booth spaces)
  - f. Photography = 8% (10 booth spaces)
  - g. Woodworking = 8% (10 booth spaces)
  - h. Textiles/Cloth Materials = 8% (10 booth spaces)
  - i. Services = 8% (10 booth spaces)
  - j. Soaps/Candles/Body Lotions = 4.5% (6 booth spaces)
  - k. Diversity = 4.5% (6 booth spaces)
4. **Rebuttal Rule:** If you are not accepted into the market by the jury, there will be no rebuttals allowed.
5. **Booth Location Placements:** If the jury approves your application, RDA staff will use the following parameters to assign your booth location.
  - **Please note:** you are not guaranteed your booth location request; however, staff will make a good effort to consider all requests within what is reasonable for the event.\*
    - a. The overall quality and diversification of the event
    - b. Total number of years the applicant has participated in the event
    - c. Total number of market days an applicant has signed up for
    - d. The proximity to competing/like vendors and/or downtown businesses
    - e. Any electrical needs for artist demonstrations/displays
    - f. Special Service District business vs. non-S.S.D. business

*\*Any special needs or requests will be taken into consideration but are not guaranteed.*
6. **Artist Representation Rule:** If you are sharing a booth with multiple artists, there must be at least one artist present whose work is being sold at the market each date that you sign up for in order to vend at the market.



7. **Non-Juried Products:** In the event that a vendor is found to be carrying or selling products that did not originate with their operation and did not receive permission by RDA staff, the vendor will be suspended for the remainder of the market season. (See section 2 regarding refunds).

### Section 5 - Layout/Setup/Loading

1. Refer to the attached event layout maps.
2. Vendors must be set up to take sales from 11:00am to 8:30pm **No Exceptions** (unless special permission was given by staff for some unforeseen reason). To better organize the flow of vendor set-up, each vendor will be sent a **specific** set-up timeslot. Vendors **MUST** be at the market at their set-time. **If your time is missed, the street barricades will be closed, and you will have to cart your items in.**
3. Vendors must come prepared with enough products in order to stay open until 8:30pm. If for some reason a vendor sells out of their product, they are still expected to stay until 8:30pm in order to present a full market. Those who leave early without notifying an RDA staff member may be asked to forfeit the following week's market, as there are waiting lists of people who want to be there for the full day.
4. The event will only allow load-in and load-out in designated areas and times. We ask that vendors be considerate of other vendors and patrons during load-in/load-out.
  - a. **Load-in procedure:**
    1. Follow directions of RDA staff/volunteers to your assigned load-in/load-out space
    2. Swiftly unpack vehicle
    3. Follow RDA staff/volunteers slowly driving your vehicle out of event zone before you begin to setup
    4. Return after parking your vehicle to set up your booth.
  - b. **Load-out procedure:**
    1. Pack up all product and booth
    2. Retrieve your vehicle from parking
    3. Follow directions of RDA staff/volunteers to your assigned load-out space
    4. Swiftly pack vehicle
    5. Follow RDA staff/volunteers slowly driving your vehicle out of the event zone.
5. Vehicles are not allowed within the market space until **AFTER the music ends and the crowds have dispersed.** RDA will open area for vehicles once the majority of the people have cleared from the path. **DO NOT** try to drive into a space with people still in the street. If barricades are still closed, you will have to circle the block until RDA staff opens the street. Also, use the utmost caution when entering the market space with your vehicle...cars and people don't mix.
6. No vehicle is allowed to pull onto the Peace Plaza, and no one is allowed to load-in/out from the Mayo Clinic turnaround circle on 2<sup>nd</sup> Avenue. Violators will be ticketed by law enforcement.
7. Each vendor **MUST** provide a canopy (10x10), their own tables and signage for their own booth. Your canopy **MUST** be weighted down with at least **30 lbs.** per leg (see FAQ sheet for creative ideas). This is extremely important as your tent, or items within it, can blow around and cause injuries or property damage.
8. A sign or banner with your business name is recommended (12"x20" minimum) so that customers know whom to look for when they return for more business. The signs / banners are to be affixed to your canopy. No signs or banners are allowed to be hung or posted on plaza light towers or adjacent buildings, in addition to no sandwich boards outside of your booth area. Business cards and other marketing materials are highly recommended.



9. There is limited electricity for vendor usage. Food vendors will first be accommodated for electrical needs. If you need electricity for your booth, specify your request including the amount of voltage you need and what you will use electricity for in your application. Note that electricity is not guaranteed just because you request it.

## Section 6 - Parking

1. Parking may be arranged directly with Lanier Parking Solutions: 507-282-4545. A variety of parking options for both vehicles and trailers/oversized vehicles are available in downtown Rochester. Please visit the City of Rochester's Public Parking Ramps, <http://www.rochesterparking.com/>, to review your options and make appropriate accommodations. NOTE: we recommend not reserving parking until you receive your Welcome Packet.
2. To accommodate more vendors, **NO VEHICLES** (cars, trucks etc.) **or TRAILERS** will be allowed to remain on the market space or behind your booth. Personal vehicles and trailers will be allowed into the market street space during load-in and load-out times only.

## Section 7 ~ Food

1. Please contact Olmsted County to obtain any required permits for the food/beverage you intend to sell:

Olmsted County Public Health Services  
 Dan Delano  
[Delano.dan@co.olmsted.mn.us](mailto:Delano.dan@co.olmsted.mn.us)  
 507-328-7418

Olmsted County Department of Agriculture  
 Lou Cha  
[lou.cha@state.mn.us](mailto:lou.cha@state.mn.us)  
 507-252-6521

2. If you are selling ready-to-eat food or beverages, you **MUST** attend a food handling seminar. At the end of the seminar you will receive a certificate of completion, a copy of this certificate must be on display at your booth. Food vendors are to provide mats to protect the plaza, sidewalk and street surfaces from food preparation/ serving stains. **A vendor without a certificate by 11a.m. of the vendor's first day at the market will not be able to vend.** If the primary vendor cannot take the class, he/she may appoint a proxy to complete the class. That proxy must be listed on the contract as a co-vendor and thus share liability for food sold. The proxy must be in attendance at the booth on market day during hours of operation.
3. Sampling ~ If you plan to offer samples of food to visitors to your booth, you **MUST** adhere to the Minnesota Department of Agriculture guidelines to do so. These details will be explained in the food handling seminar that you will attend. If a vendor is found in violation of any of those guidelines the MNDOA or Olmsted Health Department reserves the right to issue a corrective order which if not complied with, will result in an order to discontinue operation and the vendor will be required to vacate the market for the remainder of the day or season dependent upon MNDOA or Olmsted Health Department (See section 2 regarding refunds).
4. The RDA requires vendors to sell or promote product within their assigned booth space, unless contracted prior approval is made with RDA. This is not required just for food, but for all vendors.
5. If you are selling ready-to-eat food items, you **must** have a sign on your table stating that your goods have not been produced in a commercial kitchen and that the consumer is eating the items sold at their own risk. You must also provide a list of ingredients (due to food allergies), your name and address on a label on each food product **prior** to placing your items out for sale (This also helps to generate return business!).
6. RDA staff will contact the Olmsted Department of Public Health if weather conditions are questionable, and will notify your business or restaurant if it is unsafe for your business to be serving food at that time.



## Section 8 - Presentation

1. Please take into consideration that you are part of your display and your display reflects the market. We aim for a clean attractive look to the event. Please present **clean hygiene** and behave in a manner that promotes the advancement of the event. Our customers should enjoy a positive visit to our event.
2. **No smoking** by **any** vendors/employees in the event perimeter: This is Health Department rule, and will be strictly enforced for all event vendors.
3. You must remove any trash created by your stand, and provide your own receptacle; hauling away upon load-out. The trash / recycling containers set in the market area by RDA are for attendees' use and not intended to handle vendor-generated trash. Bring a broom and dust pan to clean your area before, during and after the event to keep the market user-friendly.

## Section 9 - Miscellaneous

1. You must be 18 years of age or older to legally enter into this contract.
2. **Weather:** To more effectively communicate RDA staff decisions made due to weather conditions, the RDA is requesting that each vendor provides a cell phone number and email address on his/her application. Rochester Emergency Alerts via text from <http://alerts.rochestermn.gov/> and emails by RDA staff will be sent out to the Thursdays on first group to notify vendors of threatening weather as well as the decision made to evacuate the premises.
3. The RDA or any associated businesses or sponsors are not responsible for any accidents that take place as a result of your vending at the event.
4. The RDA is not responsible for any goods that you sell that in any way cause harm to the purchaser of your goods or services provided at the event.
5. In the event that a vendor is either unable or unwilling to fulfill contracted participation in the event for any reason, the vendor must notify Laura Engelman ([lengelman@rdowntownalliance.com](mailto:lengelman@rdowntownalliance.com)) immediately and the event committee reserves the right to fill that vendor space with another vendor from the wait list. (See section 3 regarding reimbursements).
6. All authorized vendors participating in the event shall be individually and severally responsible to the RDA for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save the RDA harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the RDA by reasons of the vendors' negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify the RDA for negligence of the City, its servants, agents or employees. No insurance is provided by the RDA to participants in the street market.

If you have any questions, please contact Laura Engelman ([lengelman@rdowntownalliance.com](mailto:lengelman@rdowntownalliance.com))

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