



Thursday, February 25, 2010

Dear Downtown Restaurants & Businesses:

The 2010 season of Thursdays on First & 3rd is just around the corner! Contracts and information regarding becoming a vendor (or returning if you are not new vendor) are included. If you choose to sell your handmade items in the market this year, please submit a completed and signed contract, photographs of the products you would like to sell, and location preference. Please note two location preference, 1st and 2nd choices. Once layout is solidified, payment invoices will be sent out with your welcome packet by April 22nd.

Enclosed you will find the following documents:

1. Contract/Application
2. Price Breakdown Map (download from website)

Note Items/Highlights:

3. All vendors who are selling food items must attend a food safety seminar (date TBD), If you are a restaurant you must apply for one of the following licenses: Special Event Food Stand License or a Food Cart License (this is mandatory and the health department will be checking for your licensure).
- The deadline to apply is **March 18, 2010 (March 5th for downtown restaurants and businesses)**, and you will be notified of jury decision by April 22nd. If selected your welcome packet, invoice with payment options, and parking information will be included. You will also be sent specific load-in/load-out instructions. If you participated in last year's market, you do not need to be re-juried unless you have new products you are intending to sell.
 - There is a possibility that Second Street will undergo road work in late summer/early fall of this year. In the case that a vendor is displaced, a refund for the day(s) missed will be given.
 - July 22nd will have limited vendor space due to downtown stores coming out to do their annual sidewalk sale.

Thank you for your interest in Thursdays on first & 3rd! Please do not hesitate to contact us with any questions. We hope to see you at the market!

Regards,

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THURSDAYS ON FIRST & 3rd

DOWNTOWN ROCHESTER SUMMER MARKET & MUSIC FESTIVAL RESTAURANT/DOWNTOWN BUSINESS CONTRACT

This agreement, made on the _____ day of _____ 2010, by and between the Rochester Downtown Alliance, hereinafter referred to as "RDA", and _____ hereinafter referred to as "Vendor", sets forth the agreement of the parties relative to the **Thursdays on First & 3rd Market & Music Festival**, hereinafter referred to as "event".

Section 1 ~ Schedule

1. The event will run every Thursday from June 10th through September 2nd; creating a 13 week market. **To create more variety, contracted vendors will be allowed scheduling options, which allow the vendor to specify which week(s) the vendor WILL be participating if not for the whole 13 weeks.**
2. Event hours for the months of June, July, August AND September will be 11:00am - 8:30pm with music running the noon hour and between 4:00pm-8:30pm. Vendors are allowed to begin packing **no earlier than 8:00pm.**

***July 22nd** is the Downtown Merchant sidewalk sale. Downtown Merchants will be using the space on Peace Plaza and Main and North sections of First Avenue (see map). 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.

3. Downtown restaurants/businesses have priority of space, if they meet the market requirements (85-90% handmade). This is done by creating an earlier (by two weeks) deadline. The RDA will do their best to accommodate any downtown restaurant within that first two weeks. There is a 20% Restaurant cap for the market to avoid over saturation. If the amount of downtown restaurants interested in participating exceeds the cap of 20% in the first two weeks, no other business/restaurant can be allowed in the market at that time. After the first two weeks, if under cap (20%), spaces for all businesses/restaurants are opened to outside vendors and are either placed in market, if room, or be placed on the waiting list. Preference of electricity will also be given to those who apply in the first two weeks. Be advised that electric hook ups are only available at a few **food vendor** sites. *Vendors should not assume they will have access to electric.* Downtown businesses have a deadline of **March 5, 2010** to apply. General public vendor applications are due by **March, 18, 2010.**
4. Invoices will be sent out with payment options, parking information, and welcome/ approval packet no later than **April 22nd**

Section 2 ~ Costs

1. The cost of (1) booth (10x10 canopy) to vend at the event is \$60-70 per week depending on location (see price breakdown map). If you choose to only vend a half day from 4-8:30pm, limited space will be available along Historic Third Street for \$25 each week.
2. Restaurant vending space location is based on electrical availability. 50% discount offered to restaurants in the downtown special services district.
3. Vendor booth sizes are 10x10 and if larger space is needed, then rental of that space would be double (10x20), \$130-\$140, and RDA staff will determine where double booths will be placed in layout.

4. 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 next Thursday's market at no refund.
5. You and your business are responsible for taxes paid on items sold at the event neither the RDA nor event sponsors are responsible for your taxing responsibilities.
6. Invoices will be sent out with payment options with welcome and approval packet no later than **April 22nd**.
7. Invoice options include:
 - a. **Payment in full (in advance of market):** Full payments for market dates in advance are due by **May 13th**. *Those who choose this option will be offered a 15% discount off the entire season.*
 - b. **Weekly:** An RDA representative will come by your booth and collect money each Thursday between 11am-12pm. If payment is not received, you will be asked to forfeit your space for that day.
8. **All paid monies are non-refundable unless specifically stated, see 2nd St. road work.**

Section 3 ~ Layout/Setup/Loading

1. Vendors must be set up to take sales from 11:00am to 8:00pm -**No Exceptions** (unless weather threatens). 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. YOU will **not** be able to set up early. If your time is missed you will have to cart your items in.
2. The Peace Plaza will only allow load-in and load-out a certain way. No vehicles are allowed on the plaza. We ask that vendors be considerate of other vendors during load-in; which is as follows. **1. Swiftly unpacks from vehicle, 2. Park, 3. Set up your booth.**
3. Vehicles are not allowed within the market space until **AFTER** the music ends. Use the utmost caution when entering the market space with your vehicle...cars and people don't mix!
4. Booths will be assigned on a first come first paid basis, after accepted by the *jury committee and special location requests will be considered if possible. *You will only need to enter products to be juried if you are new to the market or if you have new products to sell this year (2010).
5. Each vendor **MUST** provide a canopy (10x10), their own tables and signage for their own stand. Canopy **MUST** be weighted down with at least 10 lbs per leg (see FAQ sheet for creative ideas). This is extremely important as your tent, or items within, can blow around and cause injuries or property damage.
6. If someone has a table set up on the sidewalk during the event and didn't purchase an approved space from RDA or have a city permit, they will first be asked to remove their set up. If unaware, that person will be notified that the city issues sidewalk vending permits. Any business that wants to come out onto the sidewalk during this event is required to have a permit from the city.
7. A sign or banner with your business name is required (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. Business cards and other marketing materials are highly recommended.

Section 4~Jury Process

1. All of the items being sold at your stand **must** be made or produced by you; grown in your garden or on your farm. Items for sale may **not** be bought at the store or wholesale and resold at the market. You need to specify all items you will be selling. *If you need to submit items for jury approval; you will need to submit pictures, and an artist statement. No Artist/Vendor can add items later in the season without prior approval from the jury committee.
2. The general character of items for sale **MUST** be approved by jury committee. This is to ensure that market items are not in direct conflict with items for sale by businesses in the downtown corridor. Vendors may either send physical photos of items with their application or email photos to Heidi Lanners at: hlanners@rdowntownalliance.com
3. In the event that a vendor is found to be carrying or selling products that did not originate with their operation, the vendor will be suspended for the remainder of the market season. (See section 2 regarding refunds).

Section 4 ~ Parking

1. Up to 80 parking spaces available for \$5.00/day (in 3rd street parking ramp) and trailer parking available for \$12.00/day (in Power Plant lot). The first 80 applications that need parking will be filled- first come, first served. (Please indicate if you will need a parking spot on pg. 6 of application).
2. The City of Rochester's Public Parking Ramps can be found at: <http://www.rochesterparking.com/>
3. To accommodate more vendors and a more vibrant, bustling market, **NO VEHICLES** (cars, trucks etc.) **or TRAILERS** will be allowed to remain on the market space. Personal vehicles and trailers will be allowed into the market street space during load-in and load-out times. If you do have a trailer behind your car the only place to find parking is at the Power Plant. Again you can review parking locations at: <http://www.rochesterparking.com/>

Section 5 ~ Food

1. 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.
2. 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).

3. If you have a restaurant/catering license and are planning to sell ready to eat foods that are not considered farmers market goods (i.e. hotdogs, prepared sweet corn w/butter, hamburgers sandwiches etc. or items that are considered high risk foods) you must obtain your own permits from the Olmsted County Department of Health. Permits must be displayed in plain sight at the market and a copy must accompany your application.
Please contact Dan Delano for approval:
Dan DeLano
Olmsted County Public Health Services
delano.dan@co.olmsted.mn.us
(507) 328-7418
4. RDA policies does not restrict product or set a limit. However to stay away from over saturation on a product-RDA will inform who and what is being served and email that list to the market participants by May 20th. Note: Product may be subject to change.
5. The RDA is requesting that vendors sell or promote product within contracted space, unless contracted prior approval is made with RDA. This would not just be done for food, but for all booths items.
6. 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!).
7. Restaurant vendors are responsible to sponsor the bands' meals on an equal rotation schedule (approximately 1-3 times during the season).

Section 6 ~ 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: 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.

4. The goal is to always present a full and busy market. To that end, if for some unforeseen reason you will not be able to attend the market on a day that you have a reserved space please give the director or market organizer **AT LEAST** 24 hours notice so that we may attempt to fill your space from the waiting list. Or call as soon as possible.

Section 7 ~ The Rest

1. 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.
2. 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.
3. 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 the director immediately and the event committee reserves the right to fill that vendor space with another vendor from the waitlist. (See section 2 regarding refunds).
4. 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.
5. 2nd Street Roadwork: There is a possibility that 2nd Street will be under construction later in the summer/fall months. Should this roadwork alter the Thursdays on First layout, a refund will be given to any displaced vendors for all dates missed.
6. Weather - We do not cancel the market due to rain. Many a market has run well with a little rain. The market will allow the artist/vendor the decision to leave or stay and carry on in the event the market is called due to threatening weather. However the RDA staff may not be present and is not responsible for any damage. The exception to weather rules is when it's accompanied with lightening or dangerously high winds, and we may have to drop the tents to their lowest levels and take cover for brief moments. Canceling or closing the market early will be handled on an independent basis. Keep in mind that this is a summer market; if you or your products cannot handle sun, heat or humidity...this may not be the market for you (More about weather can be seen on the FAQ page).
7. RDA will generally attempt to not put competing product in front of downtown merchants when the market layout is established. However occurrences, such as last minute cancellation replacements, may occur when substituted from the waiting list.

I accept the terms above (please print your name legibly):

Restaurant/Bar:

Downtown_____

Not Downtown_____

Vendor Signature:

Print Vendor Name:

Address:

Telephone:_____ Email
address:_____

Co-Vendor Signature (if
applicable):_____

Print Co-Vendor Name:

Products you intend to sell (Please Specify):

Food you are intending to sell:

Drinks (alcoholic & non-alcoholic) you are

intending to sell:

Does your booth require electricity? If yes, please specify wattage
(volts):_____

Special Requests:

Do you plan to provide seating? If so, please define

Number of weeks purchasing: _____		Number of 10x10 spaces requested _____ (Only 1 space is guaranteed per downtown restaurant)			
Circle the specific Thursdays you WILL be PARTICIPATING:					
June 10 July 22*	June 17	June 24	July 1	July 8	July 16
July 29	Aug 5	Aug 12	Aug 19	Aug 26	Sept 2

* Downtown Merchant's Sidewalk Sale; vendor space limited to South end of First Avenue & original vendor location may be relocated for that day

PARKING: Will you need a parking space? Yes _____ No _____

*Please note: Up to 80 parking spaces available for \$5.00/day (in 3rd street parking ramp) and trailer parking available for \$12.00/day (in Power Plant lot). The first 80 applications that need parking will be filled- first come, first served.

Payment Invoices with options, along with parking information will be sent out **April 22nd** to those accepted through the jury process.

Please keep a copy of this form for your reference and send the original page 6 & 7/or applicable pages and photos for jury submission (if not submitted by e-mail) by Wednesday, **March, 18 2010** to (all late submissions will still need photos submitted, and will be considered – however those who have applied prior will have their requests fulfilled first for location and RDA reserves the right to re-locate vendors for any of the aforementioned reasons).

Thank you,

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