DOWNTOWN
Rochester, Minnesota

Thursdays ON FIRST & 3RD
SUMMER MARKET AND MUSIC FESTIVAL

Bar/Restaurant Vendor Handbook

© 2016 Rochester Downtown Alliance. All Rights Reserved

4 3RD ST. SW, SUITE B | ROCHESTER, MN 55902 | 507.216.9882 | DOWNTOWNROCHESTERMN.COM

DOWNTOWN
Rochester, Minnesota

Thursdays on First & 3rd Bar/Restaurant Vendor Handbook

Section 1 – Event Information

Thursdays on First & 3rd is a summer market and music festival occurring every Thursday, June-August in downtown Rochester. The event features vendors representing over 11 categories of products with most items being handmade. Thursdays on First & 3rd also features live music on two stages, three times a day. Average event attendance is 20,000-30,000 people per week.

The Rochester Downtown Alliance (RDA) gives priority to any **Special Service District (SSD) Bar/Restaurant** that applies by March 3, 2017. There is a 24% bar/restaurant cap for the market to avoid oversaturation. If SSD bar/restaurant applications fall under the 24% cap, spaces for other bars/restaurants from within the City of Rochester are given second priority.

To be considered a **Special Service District Bar/Restaurant**, your business must meet the following requirements:

- The business's primary address must be located within the Special Service District
- The business must pay tax to the Special Service District
- The business must serve customers from a restaurant/bar within the Special Service District

1. **2017 Dates:** Every Thursday, June 1 through August 31 (14 weeks)

2. **Location**: First Avenue, Peace Plaza & Historic 3rd St. downtown Rochester

3. **Event Hours**: 11:00 am-8:30 pm

4. **2017 Application Open:** January 2, 2017

5. **2017 Application Deadline**: March 3, 2017

6. **2017 Acceptance Letters Emailed:** April 3, 2017

7. **Event Webpage**: DowntownRochesterMN.com/TOF

8. **Participation Fee**: Varies
    a. **Food Vendor Only**: $250 per week
    b. **Alcohol Vendor Only**: $250 per week (includes cost of branded cups for alcohol)
    c. **Food & Alcohol Vendor**: $300 per week (includes cost of branded cups for alcohol)

   Vendors are provided a 10'x10' area and must stay within the allotted space. Sidewalks and walkways may not be used for products, displays, or storage.

Section 2 – Application Process

1. All vendor applications are completed online through **Manage My Market.**
    a. Applicants must be 18 years of age or older
    b. Applicants must list all products intended to sell on the application
    c. For information about applying, visit: http://www.downtownrochestermn.com/events/tof/vendor-resources

2. **Product Category Breakdown per Week**
    a. Bar/Restaurants = 28 booth spaces
    b. Baked Goods/Farmers Market = 12 booth spaces
    c. Jewelry = 10 booth spaces
    d. Pottery/Glassware = 8 booth spaces
    e. Drawings/Paintings/Wall Art = 10 booth spaces
    f. Photography = 5 booth spaces
    g. Woodworking = 10 booth spaces
    h. Textiles = 10 booth spaces
    i. Services = 5 booth spaces
    j. Soaps/Candles/ Lotions = 6 booth spaces
    k. Non-handmade/Commercial= 10 booth spaces
    l. Miscellaneous = 3 booth spaces

    Note: The category breakdown is subject to change throughout the season due to cancellations and filled booth spaces by wait list vendors.

Section 3 - Accepted Vendors

1. **Booth Placement**
    a. RDA staff will use the following parameters to assign booth locations
        i. Overall quality and diversification of the event layout
        ii. Special Service District (SSD) business vs. non-SSD business
        iii. Proximity to the vendor's restaurant/bar establishment
        iv. Proximity to competing/similar vendors and/or downtown businesses
        v. Electricity needs
        vi. Total number of years the applicant has participated in the event
        vii. Total number of event dates requested by the vendor applicant

2. **Products Sold**
    a. All items being sold at the market must have been initially approved by the jury. Vendors may not add products later in the season unless the RDA approves them.
        i. If a vendor is found to be selling products that did not originate with their application and did not receive permission by RDA staff, the vendor may be suspended for the remainder of the market season.

3. **Rebuttal Rule**
    a. If you are not accepted into the market by the jury, there are no rebuttals allowed.

4. **Sales Tax**
    a. Vendor's responsibility.

5. **ST19 Form**
    a. Event organizers are required to collect this form from all vendors. A blank form will be provided upon acceptance into the market.
    b. Completed form due to RDA by **May 10, 2017.**

6. **Payments**
   Vendors have two options for paying vendor fees:
   a. **Payment in full**
      a. Full payments are due in advance of the market by **May 10, 2017.**
      b. Vendors who secure 10 or more dates of the market will be offered a 10% discount off the total invoiced amount.
   b. **Two Payments**
      i. This plan is only available to those who have secured at least **4** market dates.
      ii. An initial payment of 50% of your total will be due in advance of the market by **May 10, 2017.** Payment of your remaining 50% balance will be due mid-season on **July 13, 2017.**
      iii. If the remaining balance is not paid by July 13, then you will forfeit the remainder of the market.
      iv. There will be no discount offered for the two-payment plan.

   Do not make any payments until receiving an invoice from RDA.

7. **Late Fees**
   a. Any payment not received by the deadline is subject to a late fee. Late fees are added to the original invoiced amount and are structured as follows:

1-15 Days Late	16-30 Days Late	31-45 Days Late	46+ Days Late
5% of amount due	7% of amount due	10% of amount due	12% of amount due

8. **Wait List Additions**
   a. If a vendor from the waiting list agrees to fill a vendor space at the market, payment will be due via credit card over the phone upon acceptance of the dates (subject to 3.5% + .15 processing fee).

Section 4 – Weather, Cancellations & Refunds

1. All outstanding invoices or payments received are non-refundable unless specifically stated otherwise by RDA.

2. **Weather**
   a. RDA staff will work with the City of Rochester and the National Weather Service to track severe weather throughout the summer. While this is a rain or shine market, factors such as prolonged heavy rain, hail, high winds, and lightning can be cause for delay or cancellation.

   b. Communications will be sent via email to vendors on Wednesday afternoon with an update when weather looks threatening. Most often, the final decision to delay or cancel the event due to weather is decided at 6 a.m. Thursday morning and communicated to vendors via email.

   c. This is an outdoor market which means rain and other unpredictable factors remain a possibility. Vendors should be prepared for outdoor weather elements. The event is immediately over when evacuation orders have been issued by RDA staff or the City of Rochester.

3. **Cancellations & Refunds**
    a. **RDA Cancellations**
        i. No refunds will be applied to event dates (up to 2) cancelled by RDA due to weather or other unpredictable factors, as all invoiced amounts and payments are already accounted for and applied towards marketing the event, entertainment, and logistical components.
            i. If there is a 3rd full day cancellation due to weather, vendors will be credited 50% of their weekly fee .
            ii. For any partial (2+ hours) cancellations after 2 full days, vendors will be credited 25% of their weekly fee.

    b. **Vendor Cancellations**
        i. If a vendor decides to cancel any market dates, the vendor must provide advanced notice so that staff can fill the booth space from the waiting list.
        ii. **No refunds will be given if the vendor cancels.**

4. **Termination**
    a. 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 5 – Market Day Operations

1. Vendors must be set up to take sales from 11:00 am to 8:30 pm
    a. If a vendor sells out of product, it is an expectation to remain at the event until 8:30 pm to present a full market and for safety reasons.

2. Each vendor must provide a canopy (An EZ Up 10'x10' tent is highly recommended), tables, and signage for the booth. The canopy must be weighted down with at least 30 lbs. per leg.

3. A sign or banner with your business name is recommended to easily identify the booth. The signs / banners are to be affixed to your canopy. No signs or banners can be hung or posted on light towers or adjacent buildings. In addition, no sandwich boards are allowed outside of the booth area.

4. There is limited electricity for vendor usage. Food vendors will be accommodated first for electrical needs. If electricity is needed for your booth, specify the request including why electricity is needed on the application. Electricity is **not guaranteed** if requested.

5. **Load-In Procedure**
    a. The Vendor Welcome Packet will detail specific load-in times based on your booth location. Here is a general overview of the process:
        i. Check-in with event staff and drive to booth space (unless on Peace Plaza).
        ii. Swiftly unpack products from vehicle and park vehicle off-site.
        iii. Return after parking to set up the tent and product displays.

    b. Peace Plaza Vendors
        i. No driving is allowed on the Peace Plaza. Vendors are asked to cart their items to the booth space.

ii. Load-in is not allowed from the 2nd Avenue turnaround circle near Mayo clinic; violators will be ticketed by law enforcement.

6. **Load-Out Procedure**
   a. The Vendor Welcome Packet will detail specific load-out times based on your booth location. Here is a general overview of the process:
      i. Pack up all product and take down tent before retrieving vehicle.
      ii. Retrieve vehicle from parking.
      iii. Follow directions from event staff to drive to designated booth space.
      iv. Swiftly pack vehicle.
      v. Follow directions from event staff slowly driving out of the event.

   b. Peace Plaza Vendors
      i. No driving is allowed on the Peace Plaza. Vendors are asked to cart their items to their car.
      ii. Load-out is not allowed from the 2nd Avenue turnaround circle near Mayo clinic; violators will be ticketed by law enforcement.

   c. Vehicles are not allowed within the market space until event staff open the street barricades. Under no circumstances should a vendor move the barricades or enter the event site without staff approval.
      i. Event staff will open the barricades after the music ends and most the attendees have cleared from the event site.
      ii. If barricades are closed, vendors must circle the block until event staff opens the street.
         1. Do NOT interfere with traffic by parking on the street outside of the barricades. Violators may be ticketed by law enforcement.
      iii. Use the utmost caution when entering the market space with your vehicle.

   d. Streets will be re-opened to through traffic promptly at 10 pm. **All vendors must be packed up and out of the event site by 10 pm.**

7. No smoking is permitted by any vendors/employees on the event site. This is a Health Department rule, and will be strictly enforced for all event vendors.

8. Vendors must remove any trash created by their stand, and haul away upon load-out. The trash containers set in the market area are for attendees' use and not intended to handle vendor-generated trash.

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. Visit **http://www.rochesterparking.com/** to review options and make appropriate accommodations.

2. To accommodate more vendors, no vehicles 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.

DOWNTOWN
Rochester, Minnesota

Section 7 – Additional Information

1. The RDA or any associated businesses or sponsors are not responsible for any accidents or damage that take place as a result of vending at the event.

2. The RDA is not responsible for any goods that the vendor sells that in any way cause harm to the purchaser of your goods or services provided at the event.

3. In the event a vendor is either unable or unwilling to fulfill contracted participation in the event for any reason, the vendor must notify RDA Program Manager, Karli McElroy (kmcelroy@rdowntownalliance.com) immediately and RDA reserves the right to fill that vendor space with another vendor from the wait list.

4. All authorized vendors participating in the event shall be individually 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 the RDA Program Manager,
Karli McElory at kmcelroy@rdowntownalliance.com

Rochester Downtown Alliance
4 3rd Street SW, Suite B
Rochester, MN 55902
(507) 216-9882

Note: Information is subject to change at the discretion of the Rochester Downtown Alliance.

© 2016 Rochester Downtown Alliance. All Rights Reserved