

# St Petersburg Saturday Morning Market Vendor Operations Handbook Revised September 2022

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## OPERATIONAL GUIDELINES

The guidelines outlined in this document have been developed by the Market Management and are subject to change.

### **Communication Methods:**

All communication regarding Market business must be conducted via the Market email or telephone. In-person communications are a courtesy but are never a substitute for email or telephone calls.

Market communication will be sent using the email listed on your vendor profiles only. Vendors are responsible for sharing Market information and updates with their staff, and updating email addresses and phone numbers through their vendor profile.

### **Social Media:**

**Facebook**- Vendors are strongly encouraged to 'Like' the Market on Facebook (*Saturday Morning Market*) and follow the Market on Instagram '*StPeteSaturdayMkt*' '*#saturdaymorningmarket*'.

- Vendors are welcome to share Market Facebook posts to their Facebook Fans

**Vendor Facebook Group** –Vendors are strongly encouraged to join the [Market Vendor Facebook group](#) (*Saturday Morning Market Vendors Only*). Only current approved market vendors are eligible to participate. The group enables vendors to share issues and opportunities specifically related to SMM that are relevant to all vendors.

### **Quarterly Scheduling Process:**

Scheduling is done every quarter (usually in an 11 or 12-week period). Approximately 3 weeks prior to the start of the quarter, an email will be sent requesting the addition of dates you wish to attend. This will be completed in the Vendor Profile. All vendors need to select and submit their dates to the Market Manager for approval, including full-time vendors. You will receive an email confirming the requested dates.

- Select only the number of dates you are eligible to attend (as stated in the scheduling email).

**Schedule Changes** - All subsequent schedule changes MUST be made through your vendor profile. The Market Manager will only approve requests made officially through the Vendor Profile Portal.

### **Fee Payments**

**Payment Amount**- The cost of attendance varies based on season (summer vs. winter), the category of vendor and the number of requested booth spaces. Please check with the Market Manager for specific pricing details.

**Payment Options** - Payments made electronically via your software-produced invoice are preferred. This is the best way to ensure accuracy of payments received and will most quickly reflect your current balances.

Payments may also be made on-site at the Market via:

- Checks should be made payable to Saturday Morning Market. The memo line should contain what date(s) the payment is for and business name if from a consumer account.
- Cash- a receipt will be provided; please keep all receipts for your records should discrepancies on the account arise.
- PayPal payments are also accepted using the Market email [saturdaymkt@yahoo.com](mailto:saturdaymkt@yahoo.com)

Payment Deadline - Payment must be received on or before the date of the market that the vendor is attending, or a late fee may be charged.

Cancellations—Vendors **must** submit a cancellation notice via the market-approved email, no later than the preceding **Thursday afternoon by 12:00 PM (EST)** to receive a full refund for the canceled date. Any cancellations made past this deadline, regardless of the reason, will result in a vendor being charged their full standard booth fee for the canceled date.

Dismissal-Continued failure to pay fees or accumulation of unpaid fees will result in dismissal from the market.

## GENERAL GUIDELINES

Vendor Staff Responsibilities- Vendors are responsible to ensure that all their vending staff has read and understands the policies outlined in the Vendor Handbook. Non-adherence to rules by any staff is subject to the infraction policy or removal from the Market.

Approved Product Types – Vendors are allowed to sell only product types for which they have been formally approved. Additional products can only be added if they are clearly within the same product type for which the vendor has already been approved.

Subsequent product line additions must be added to the Vendor Profile and approved. Items may not be sold until approval has been granted.

Examples of additional products requiring approval would include:

- a baked goods vendor adding prepared sandwiches to their offering.
- a craft vendor, who sells decorative accessories, adding a line of jewelry.

Safe Waste Policies – The Market has implemented practices to reduce the use of environmentally damaging products.

- Our Safe Waste policy is posted on our website under '[Vendor Resources](#)'.

Business Ownership Change –\_When a majority of the ownership of a vendor business changes hands from the approved vendor, the Market must be informed. As with all vendors, a review will occur at the time of reapplication for each Market season to confirm continued participation.

- The invitation to vend at Market does not automatically transfer to the new primary owner.
- The new owner must complete an application, be approved, and submit a new Vendor Agreement.
- If the sale of a business requires prior approval by the Market of the opportunity to vend, this process must be completed before any sales occur.

Community Behavior - Vendors are expected to be courteous to customers, vendors, and market staff.

Any disagreements need to be handled constructively and civilly. Inappropriate behavior (such as loud angry conversation or obscenities) is cause for immediate and/or permanent removal from the market.

Issues with Other Vendors - Any grievance regarding the actions of other vendors should be brought to the attention of the Market Management and not directed to the vendor in question.

Solicitation – Solicitation of any type is not allowed on the Market footprint. Please inform a market representative if you see solicitation occurring.

Vendor Agreement - Every vendor must sign the Vendor Agreement provided in the online application process. You will need to renew your vendor agreement annually. Vendors will be notified when significant changes are made to the policies and procedures in the Handbook and may be required to sign a new Vendor Agreement.

Vendor Review – All vendors are required to apply for each season using the current Market software. No vendor is guaranteed approval of their application. Vendor applications will be reviewed upon submission and may be approved, declined or waitlisted.

Items affecting the review include but are not limited to:

- good communication about schedule changes,
- ability to maintain positive working relationships with other vendors,
- timely payment of Market fees
- booth appearance, product display, and quality.

## **SATURDAY OPERATIONS**

Vendors are responsible for supplying all their booth materials e.g., tables, chairs, etc. We require that all vendors and staff wear a Saturday Morning Market name tag, as it fosters a friendly environment and encourages patrons to speak with you. Vendors are required to remain 'open' for business until the close of the Market.

Booth assignments- Vendor booth spaces are assigned and finalized Friday evening by 5 pm. The vendor location map is live on our website [www.saturdaymorningmarket.com](http://www.saturdaymorningmarket.com). No vendor is guaranteed a specific space, and the Market reserves the right to move all vendors as necessary, including full-time vendors, to best suit the needs of the Market.

Entering the Market - All vehicles should enter from 1st Ave SE at the driveway east of First St.

Vehicles should only drive through the market rows in a southerly direction.

- Unload your car and then immediately move it. DO NOT set up your booth before moving your car.
- You can exit by continuing south to the end of each row and turning left to exit out the main entrance at First Ave SE or right through the handicapped parking area south of Market onto First St S.

The entrance to the Market will be closed promptly at **8:15 am**. No cars will be allowed within the Market footprint past **8:45 am**. If you arrive late, you will need to carry your setup in. No exceptions will be made.

Driving -You should drive no faster than walking speed – about 3 mph to maintain safety. Stay alert, do not use distracting devices such as cell phones while driving in the Market footprint. Stay aware, pedestrians do not expect vehicle traffic in the Market.

Unloading- During unloading, park your car as close as possible to your booth space to ensure that other cars can get around you. Move your car out as soon as it is unloaded. **Be Courteous.**

Booth Setup –Display items must be behind the space markings on each side. Sales activities must remain inside the booth area. Signs should not be set on the ground in front of the booth. Any sign or flag that extends in front of the Market booth must be approved by the Market. The lowest point of the sign must be at least 6 ½ feet high to ensure people can safely walk under it.

- Tents **MUST** be weighted. Weights should be immediately attached to the tent and must remain throughout the market day.
- Weights must be at a minimum of 25 lbs. per leg. This is critical.
- Weights must be secured to the legs, or on the ground so they don't swing freely.

Onsite Parking – City policy prohibits vendors from parking in the customer lot on the east side of Market

Only large trucks and vehicles with trailers (no vans) can park on the driveway to the stadium and the E-W finger bordering Bayshore Dr. No large vehicles should park in front of the stadium (past the yellow mark on the curb).

Offsite Parking –The most convenient parking is for customers of the Market. Vendors parking on the street should park at least two blocks away, preferably to the south. Convenient parking (typically \$3) is available in the garage across from the NW entrance. Double parking on the street bordering the market is prohibited.

Product Prices – Product pricing is required to be clearly posted either on a sign or the product.

Change –Market management does not provide change to vendors; bring adequate monies with you.

Electricity – Limited electricity is available. Preference is given to the needs of food vendors. Vendors may not hook up any electrical device without prior approval from the Market Manager.

- (*Pending*) Vendors requiring electricity will be charged a fee.

Fire Protection –Vendors with an open flame are required to have a 20-pound fire extinguisher with a current inspection sticker, easily accessible in their booth. Gas tanks must be well stabilized (e.g., set in a milk crate or tied to a post). Any incidence of a fire must be reported to the Market Manager.

Outcrying/Hawking - ‘Outcrying/hawking’ to passing customers or conversation above a reasonable conversational level is not allowed.

Flyers – Vendors may only distribute flyers from within their booth space and not in the pedestrian areas.

Clean-Up – Vendors are responsible for leaving their area clean and free of trash and debris. Vendors are expected to pick up all the man made trash in the footprint in or near your booth whether or not it was produced by you.

Garbage - Vendors must take all their trash with them at the end of the day! The Market trash cans are for customer use only. DO NOT place your trash in the Market cans.

- Food vendors should provide an appropriate trash receptacle if they are providing samples.
- The on-site dumpsters are for Market trash only, do not place your trash in the dumpster without explicit management approval.
- Clean broken-down cardboard can be placed in the cardboard-only dumpster.

Recycling – The Market provides recycling containers for aluminum cans and plastic bottles.

Smoking/Drugs/Alcohol Smoking by vendors in or near the market area is prohibited. No vendor (or their staff) should ever consume any alcoholic beverage before or during the Market. Drug use is prohibited at the Market.

Vehicle Access -Vehicles may not be driven into the market until Market staff has officially opened the entry gate. Opening is typically about 2:15 pm, depending on the volume of pedestrian traffic in the market.

Vehicle Loading - Do not bring your vehicle into the market until you are completely packed and ready to load. Load your vehicle as quickly as possible and exit immediately.

## Market Programs

Rentals – Tents, tent weights and tables are available for rent from the Market but are only available to vendors who do not have a tent. The price includes setup. To reserve rentals, email the Market no later than 12:00 pm on Friday. The rental fee is payable in conjunction with attendance fees (in advance or at the Market tent) When paying clearly indicate, what is a Market fee and rental fee.

- Tent \$25
- Table \$10

Vendors are responsible for ensuring the safety and integrity of the tent.

Gift Certificates – Gift certificates are sold in \$10 and \$20 denominations. When a customer redeems a gift certificate with your business, ensure it's been signed by a Market representative. Give the customer the appropriate change. You will be reimbursed the face value of the certificate, in cash, at the Market info booth.

Food Assistance Programs – The Market proudly participates in food assistance programs. These programs represent a significant amount of income for eligible vendors. Vendors with eligible products (e.g., vegetables, fruits, edible plants, and 'take home' food) are **required** to participate and must sign an agreement in advance with the Market to accept tokens from customers.

## Weather Related Challenges

The Saturday Morning Market is a **rain or shine market**. Closing entirely (cancellation) will only occur if the wind or storm circumstances would cause danger to customers and vendors (e.g., lightning). The market will not close simply due to a general rain possibility. Do not expect responses to individual inquiries about the Market's weather plans. The volume of vendors in the Market inhibits management from communicating on an individual basis. Necessary communication will be provided via email.

Advance Rain Monitoring Process –The Market Management monitors weather patterns throughout the week utilizing several weather applications, however, vendors are encouraged to monitor radar and weather applications themselves. All vendors should be prepared for sudden rain. Bring protective materials for you and your products.

Rain may last a short period which will negate the need for the following:

- ❖ Pack-up Notice - Based on the projected arrival time of the rain, we will inform all vendors of the opportunity (not a requirement) to pack up. Vendors are ultimately responsible for making their decision as to when they will stop vending. – The pack-up notice is not an approval to drive into the Market.
- ❖ Drive-in Notice - We will indicate when it is acceptable to drive into the Market. Vendors must exercise great caution when driving in, as customers will still be present.

### Wind Management

If strong wind conditions arise unexpectedly during the market, it may be necessary to remove the tent canopy or take the tent down completely. Vendors need to be responsible for taking appropriate precautions to protect their goods and ensuring their tent or goods won't cause damage to a neighboring vendor or customers.

## Weather-Related Vending Decisions

Individual Decision - In adverse weather situations, vendors may have to decide what is best for their individual businesses' needs. When vendors choose not to attend at all due to weather, management will honor the decision without any ill will wholly and truly.

**The cancellation policy for vendor refunds still applies even when decisions to attend are made based on weather.**

Day of - Non-attendance Notification – Vendors are required to contact the Market Manager by either phone or email should they decide or are unable to attend the day of their scheduled market.

Early Breakdown - Vendors may break down before the Market closes (e.g., due to wind complications). Please notify the Market Manager of your decision. Vendors are required to carry their goods out, cars are not allowed while the Market is in progress. We can lend a large dolly.

### **Market Cancellation Payment Policy**

In extreme situations, it may be deemed unsafe to host the Market resulting in the need to cancel a scheduled Market date. If a Market date is canceled, the Market will refund 50% of all scheduled vendors’ booth fees for the specific Market cancellation date.

### **Liability Insurance and Government Regulations**

Liability Insurance – The Market requires that all vendors maintain a current liability insurance policy.

The Insurance Overview document is located on our website (Vendor Resources) and outlines required coverage, prospective providers, etc. St. Petersburg Saturday Morning Market Inc. must be listed as an ‘*Additional Insured*’ on the policy. The policy must list the Market address as; PO Box 1213, St Pete, 33731

Current and correct liability insurance must be added to your Vendor Profile. This information is not visible to the public.

Licensing Responsibility - Obtaining the proper licenses or permits and obeying any regulations of the Florida Department of Agriculture or other regulatory agencies is the sole responsibility of the vendor.

Occupational License - The market provides a blanket city business registration for all participating vendors. This only applies while you are vending at the St Petersburg Saturday Morning Market.

Sales Tax - The seller is responsible for paying sales tax, where required by the State.

### **Infraction Policy**

These policies are created to ensure safe and smooth operations and a quality customer experience.

<b>Issue</b>	<b>Explanation</b>
<b>1. Late Arrival</b>	Arriving after 8:30 am – particularly without advance notice.
<b>2. Unloading</b>	Setting up the tent and/or products before moving your vehicle. Not locating a vehicle sufficiently to the side that other vehicles can pass.
<b>3. Parking Location</b>	Parking in inappropriate areas without permission – e.g., handicapped parking area, truck/trailer area, driveways adjacent to the grassy area, or behind your booth without permission.
<b>4. Parking Fees</b>	Not paying parking fees.
<b>5. Unsafe Practices</b>	This includes any unsafe practices. (e.g repeated attendance with a broken tent, unsafe driving, etc)
<b>6. Weights</b>	No or inadequate weights on tent (At least 25# on all 4 legs).
<b>7. Outcrying/ Hawking</b>	Shouting at passersby (at well above conversational levels).

<b>8. Booth Footprint</b>	Exceeding the designated booth space (e.g., tent, tables, signs, etc.)
<b>9. Garbage</b>	Putting garbage in a Market garbage can or the dumpster without permission from the Market management.
<b>10. Trash</b>	Leaving trash on the ground in your vicinity (e.g., zip ties, tasting spoons).
<b>11. Premature Packing</b>	Packing up one's booth (i.e., tables and banners) before 2:00 pm without explicit permission from Market management.
<b>12. Loading</b>	Re-entering the market with a vehicle before you are broken down.
<b>13. Speeding</b>	Driving too fast (> 3miles/ hour) in the Market.

**General Participation** – The following are other management concerns

<b>14. Liability Insurance</b>	Not maintaining a current liability insurance policy <u>and</u> providing the appropriate documentation to the Market.
<b>15. Unapproved Products</b>	Selling products that have not been explicitly approved by Market Management (particularly when not consistent with product types that have been approved).
<b>16. Late Fee Payment</b>	Fees paid notably past the due date.
<b>17. No call/ No show</b>	Not informing management of non-attendance by 7 am the day of the Market.
<b>18. Late Cancellations</b>	Repeated late cancellations (i.e. after Noon Thurs, the week of Market).
<b>19. Substitutes</b>	Sending a substitute person that is not informed about our Operations practices
<b>20. Aggressive Behavior</b>	Aggressive or highly argumentative behavior towards customers, other vendors, or market staff.

### **Progressive Discipline**

The following is the progressive sequence of conversations and penalties that may be followed for an infraction. The Market Staff has sole discretion in deciding the severity of the infraction and the steps needed to ensure safety and a quality customer experience.

#### Verbal Warning

This is a verbal acknowledgment that an infraction has occurred.

#### Written Warning

A written warning is given to assure a clear understanding of the issue.

The warning will be sent via email.

If the infraction is sufficiently serious, a written warning may be given on the first infraction (e.g. speeding, weights)

#### Fine, Suspension or dismissal/eviction

A fine or suspension is intended to send a clear message that an infraction is serious and needs to be corrected immediately and permanently. The Market Management has sole discretion about when a fine, suspension or dismissal/eviction will be applied.

Fine: A fine is generally levied for less serious offenses. The schedule of fines listed below serves as a guideline. Actual fines can vary. The fine must be paid prior to the vendor returning to the Market.

Suspension: Suspension is used for more serious or frequent infractions. Suspension requires that a vendor not participate in the Market for a defined period. For a serious issue, it can include the requirement to pack up and



leave the Market before the day is finished. A suspension may be bypassed for a dismissal/eviction depending on the severity of the issue (e.g., a serious safety issue, deliberately damaging others' property, very aggressive behavior)

Dismissal / Eviction: Recurring infractions can result in permanent dismissal from the Market. A single serious infraction (e.g., threatening a customer) can result in a vendor being asked by the Market Director to leave the premises immediately. Approval for further Market participation is at the sole discretion of the Board of Directors

**Fines**

Infraction	Fine	Infraction	Fine
Late Arrival	\$25	Unsafe Tent	\$50
Unloading	\$25	Weights	\$50
Parking Location	\$25	Speeding	\$50
Parking Fees	\$25		
Garbage/ Trash	\$25		
Outcrying	\$25		
Premature Packing	\$25		
Loading	\$25		
Liability Insurance	\$25		

Legal Disclaimer: This infraction policy and guidelines do not supersede the right of Market management to discontinue the participation of a vendor at any time, without restriction.

# ST PETERSBURG SATURDAY MORNING MARKET

## VENDOR AGREEMENT

*(This is a legal agreement for approved Market vendors)*

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*Please clearly print the information below*

**Owner Name:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Owner Telephone:** \_\_\_\_\_

**Primary Contact Email** \_\_\_\_\_

*(This is the single person who will receive the Market's communications)*

**Products:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Please list the specific product types you are proposing to bring to the Market.*

- 
1. I have read the entire Vendor Operations Handbook governing the St Petersburg Saturday Morning Market and agree to adhere to the rules that are outlined within it.
  2. I agree that everyone working in my booth will also read the Operations Handbook.
  3. I agree that I will limit my product sales to those products I have been explicitly approved to sell.
  4. I will comply with the Market requirements related to maintaining liability insurance.
  5. I understand that the market reserves the right to limit or discontinue the participation of a vendor at any time.
  6. I agree to indemnify and hold harmless the St. Petersburg Saturday Morning Market and its agents, employees, and volunteers from any liability, cost, damages, and other expenses suffered or incurred during the Market.
  7. I understand that I am responsible for adhering to all relevant government regulations e.g. health codes, licenses, etc.
  8. Participation in SPSMM is granted to the current owner and is not transferable.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_