



2023 HOLIDAY EVENTS VENDOR GUIDELINES

www.waccamawmarkets.org

1 INTRODUCTION

The guidelines included in this packet apply to all vendors applying to participate in the 2023 holiday events hosted by the Waccamaw Market Cooperative.

2 APPLICATION

The final portion of this packet includes an application that must be completed and submitted for approval prior to participation in any 2023 WMC holiday events. Please forward completed applications to:

stipton@waccamawmarkets.org

OR

Waccamaw Market Cooperative
5001 N. Kings Hwy., STE 202
Myrtle Beach, SC 29577

For more information visit:
www.waccamawmarket.org or email
stipton@waccamawmarkets.org

Weekly Markets

Tuesdays <i>Surfside Beach</i> 9am - 1pm November 7 - December 19 <i>(plus Saturday, 12/16)</i> Memorial Park, SB	Fridays <i>North Myrtle Beach</i> 9am - 1pm November 3 - December 15 925 1st Ave S, NMB	Saturdays <i>Valor Park</i> 9am - 1pm November 4 - December 16 1120 Farrow Pkwy, MB
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Pop Up Markets

CCU Wednesday, 11/8, 9am - 2pm Prince Lawn	The Hammock Shops Sunday, 11/26 12pm - 4pm 10880 Ocean Hwy, PI	Conway Thursdays (12/7, 12/14, 12/21) 6pm - 8pm 209 Laurel St (next to Rivertown Christmas)
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**Schedule subject to change*

GENERAL RULES:

- A. Vendors will be selected based on a percentage of each type to help create a balanced show and maximize the opportunity for all participants to sell their items.
- B. An application does not guarantee a booth. DO NOT SEND BOOTH PAYMENT WITH APPLICATION.
- C. Vendor spaces will not be reserved or held. Placement is made at each market by the Market Manager.

TO APPLY, SUBMIT ONLY THE FOLLOWING:

- A. Completed application and signed guidelines
- B. List of dates you anticipate attending the holiday events
- C. Material based on type of vendor:
 - a. **Farmer:** List of items you anticipate selling and where they came from
 - b. **Reseller:** List of items you anticipate selling and where they came from
 - c. **Ready to Eat Foods:** List of items you personally prepared or processed AND local ingredients used
 - d. **Artisan:** Three photos of the type of work you intend to exhibit and materials list

VENDOR RATES:

\$20 per vendor/per day

Please send completed applications, photos, and lists to:

stipton@waccamawmarkets.org

OR

Waccamaw Market Cooperative
5001 N. Kings Hwy., STE 202
Myrtle Beach, SC 29577

2023 Holiday Events Vendor Guidelines

Mission and Goals

The Mission of the Waccamaw Market Cooperative is to improve the economic viability of communities in the Waccamaw Region through establishment and operation of networked seasonal farmers markets. Each market offers an authentic atmosphere that provides a plentiful variety of fresh local produce and other complimentary shopping opportunities.

Market Rules for the 2023 holiday events

A. Dates, Location, and Time

Each Market will open and close at the times listed below unless otherwise determined by the WMC Board, Executive Director and /or acting site manager. Approved vendors may begin set up one (1) hour before opening times. **Vendors must check in with the Market Manager upon arrival and will be directed to an assigned or open available space. No spaces will be reserved.**

Weekly Markets		
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Pop Up Markets		
CCU Wednesday, 11/8, 9am - 2pm Prince Lawn Tuesday, 11/28, 4:30 - 7:30 Blanton Park	The Hammock Shops Sunday, 11/26 12pm - 4pm 10880 Ocean Hwy, PI	Conway Thursdays (12/7, 12/14, 12/21) 6pm - 8pm 209 Laurel St (next to Rivertown Christmas)

B. Vendors

All vendors wishing to participate in the 2023 holiday events sponsored by the WMC ***must complete and submit the application at the end of this package.*** Neither applying to sell, nor having sold with the WMC in the past, is a guarantee that you will be accepted. Likewise, meeting the eligibility standards within the guidelines does not guarantee acceptance because of the competitive nature. The WMC reserves the right to refuse the application of any vendor or any application at any time and for any reason.

The primary goal of the Waccamaw Market Cooperative is to support "local" agriculture in the counties that make up the Waccamaw Region. "Local" in this case means grown within a fifty (50) air mile radius of the market at which the items are sold with preference given to producer-vendors closest to Horry County.

- 1. Farmer** – Farmers may be the actual producing individual, an immediate family member, Farmer, staff or employee of the producing individual's business. Farmers are allowed to supplement their inventory with items/products from other farms and regions so long as the majority of what is being sold has been produced and/or acquired from the region defined as "local" in above definition. A Farmer may be a sole proprietorship, partnership, cooperative or corporation. Exceptions can be made to the local producer rule

on a case by case basis for products that are not available within the local area. These cases must be brought to the Executive Director and/or Board of Directors for approval

2. **Reseller** – Sellers of crops that cannot be grown reliably, or are not offered for sale in sufficient quantity, by Farmers selling at a given WMC Market, as determined by the WMC Board of Directors. The following terms and conditions apply to all vendors classified as Resellers:
 - a. No more than two vendors classified as Resellers are allowed to participate at any one market
 - b. Verification of specific local sources approved by the board. Such verification should be confirmed through the provision of a letter by the producer through which the items are acquired confirming the location of the farm within the area defined as “local” by these guidelines.
 - c. Signage shall be displayed at all times identifying the vendor as a “Reseller” and listing the farms/locations through which the items available for resell are sourced.
3. **Artisan** – Waccamaw Market Cooperative strives to provide venues for locally-made handcrafts that are well conceived, expertly executed and handmade by the artisan. First priority will be given to crafts which feature materials that are found or grown naturally in our region (a list of allowable products for all vendors is detailed in Section D). The following items are due at the time of application:
 - a. Three photos of items to be sold (make certain your photos present your best work and a cohesive body of work. These photos may be utilized for advertising including social media, websites and/or print).
 - b. A list of materials used and where they were obtained.
4. **Ready to Eat** – One who sells foods that they have personally prepared or processed. Ready to Eat vendors offer fresh food products that have added value to their product through some sort of “hands-on” processing (e.g., hand-filleted fish, smoked or butchered meats, handmade candies/nuts, etc.). A limited number of Ready to Eat vendors will be approved, and preference will be given to those who highlight fresh, local and seasonal ingredients. Vendors are asked to minimize disposable containers and food wrappers when possible. Proof of compliance with all federal, state and local regulations will be requested as part of the approval process.
5. **Nonprofit and Community Organizations** – The Waccamaw Market Cooperative welcomes local nonprofit groups to promote their civic clubs or organizations as long as their missions and market activities fall within the purpose of the market. A written description of the group's purpose and intended market activities will be part of the application process. The fee may be waived if the group is not selling anything at the market, and if they are deemed educational in a way that compliments the Market's purpose.

C. Allowable Products

Products should fall into one or more of the following categories:

1. **Vegetables/fruits/herbs** grown by the farmer/grower/vendor. No more than 50% of a vendor’s total product mix should come from another “local” farm.
2. **Fresh baked goods** from scratch (not store-bought mixes), using “local” seasonal ingredients in at least 25% of the products for sale. Eggs, fruit, herbs, vegetables, or meat used as ingredients in the baked goods must be grown by the producer or purchased from a “local” grower. (Example - if blueberry muffins are sold the blueberries and eggs must be “local” for the muffins to be an allowable item.)
3. **Cheeses or other value-added products from milk** produced on the producer-vendor’s farm or purchased from “local” dairy farms. All dairy products must be pasteurized and in accordance with state and county health codes.
4. **Cut flowers** which were grown on the grower’s own farm or greenhouse.

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5. **Eggs** which are from the producer-vendor's own poultry.
6. **Jams, honey, maple syrup, and other value-added products** which are freshly made from scratch by the vendor (not using store-bought mixes), using seasonal ingredients from their farm or another "local" farm. Processing must comply with local and state health codes. Sauces, salsas, canned vegetables and fruits must be processed by a licensed processing facility. Cider or other juices must be produced from the producer-vendor's own fruits or that of other "local" producers, but may be processed off-farm.
7. **Soaps/Candles/Body Care products** which are hand-crafted using seasonal ingredients from their farm or another "local" farm. Any herbs (or their essential oils), milk, honey, or other natural products included in the products should be grown by the producer/vendor or purchased directly from another "local" producer. Candles and soaps should be naturally-based from a product grown in the "local" area.
8. **Meat from livestock** raised by the producer/vendor and which has been processed at a federally-inspected facility. Fish/Shellfish which are raised by the vendor may be sold, provided that they are processed and sold according to state and county health guidelines.
9. **Woodcrafts** which are handcrafted by the vendor from wood grown on her/his farm or that of another "local" producer (preferably from trees native to the region).
10. **Wools and pelts/fleeces** which are from the farmer's own animals.
11. **Potted plants, shrubs, or annual bedding plants** which are raised from seed or cuttings, NOT purchased plugs that are repotted for re-sale.
12. **Straw, hay, compost, or other agricultural products** which are produced by the producer vendor.
13. **Artisan Crafts produced by vendors with their own hands.** A majority of the tools and equipment used by the crafter to produce their products must require skill, person handling and/or guidance by the crafter. Acceptable items include: herbal products, garden art and furniture, pottery, candles, botanical and floral products, abused metal work, wrought iron garden art, and crafts made from agricultural materials such as goats' milk, eggs, and beeswax. Items such as photographs, paintings, etc. will be considered on an individual basis with regards to subject matter and space availability. Items must be original, unique, actual work of the crafts person, family member or partner. All products must be high quality, safe and an enhancement to the Market. All products must be pre-approved by the Vendor Selection Committee.

D. Contraband Items

The below items are deemed not allowable within the guidelines:

- Imports, novelties, franchise products
- Items made from craft kits
- Commercial or manufactured items
- Second hand items
- CBD products
- Clothing
- Fabric wreaths or store-bought wreath bases
- Photography or paintings that do not relate to local agriculture or food

Additional contrabanded items at Valor Park include (**when the market moves to Grand Park these items may be sold*):

- Coffee
- Chocolate/fudge
- Boba tea

E. Vendor Fees

All participants in any WMC markets are required to pay a Day Fee per market attended. Market fees may be paid daily to the Market Manager. Day Fees for the holiday season are determined by location:

\$20 per vendor/per day

F. Vendor Requirements

All persons intending to sell at the 2023 holiday events must file a vendor application with the Executive Director prior to participation in the market. This document requires the vendor to:

1. Complete vendor application in full
2. Agree by signature to the listed guidelines and dates in this document
3. Pay daily market fee

G. Vendor Attendance/Late Arrival

At the opening of the market, vendors must be at their tables prepared to sell, so as to prevent disruptive behavior such as carrying of products across the Market or moving vehicles during times customers are present.

Attendance/arrival requirements include:

1. Vendors will receive space to sell on a first come, first serve basis. *No spaces will be reserved.*
2. Vendors arriving without adequate time to set up before opening will not be able to participate in the market for the day and will be asked to leave by the market manager on duty.

H. External Regulations

Vendors are responsible for compliance with applicable city, county, state and federal regulations and supplying the Market Manager with proof of such. Regulations such as (but not limited to):

1. Agricultural business license
2. Pesticide licensing and safe use
3. Approval seal on weighing devices granted by the SC Department of Agriculture
4. State sales tax collected as required
5. City of Myrtle Beach Hospitality Tax
6. Organic certification on claimed products as required
7. Food safety, sanitation, health permits and labeling issues that apply to the item (SCDHEC)
8. State inspection of nursery stock required for selling whole plants for replanting (packs or pots)

I. Market Signage

All vendors are required to hang and/or wear WMC issued sign stating their business name and vendor type. This will be given out by the Market Manager. Farmer and Producer vendors are required to:

1. Display a sign identifying the name and location of their farm or business.
2. Have signs, boards, tags, or labels listing prices of **every item for sale.**
3. "Organic" produce, or produce called "organic," must display a sign giving their organic grower's certification and their certifier's organization, unless exempt from certification. Proof of exemption from organic certification should be available for the Executive Director's inspection if so requested. Organic and non-organic produce should be clearly separate in the display.
4. Signs and identification must be posted before sales begin.

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J. Tent/Table

Vendors must bring their own tent and tables. **Tablecloths are required for every table set up at the market.**

K. Clean Up

Vendors must clean up the area around their vehicles and/or sales area before leaving. Vendors must remove containers, waste and trimmings before leaving the market site and take any trash or garbage they have generated at the market back to the farm. The Market Manager will be responsible for ensuring that any trash from public traffic at the market sites is properly removed and disposed of at the close of each market day.

L. Public Safety

Shade structures must be secured to prevent wind damage or injury.

M. Market Behavior

Vendors are independent entrepreneurs with a common stake in creating a vibrant marketplace. Activities that seem to violate normal sales practices and these market rules can be questioned by other vendors. The Market Manager will assist in finding a resolution. If this fails, the Board of Directors will conduct a vote if requested. When a vote on an alleged “abnormal activity” favors a change in a vendor’s practice, the vendor in question must comply. See Market Rules Enforcement and Grievance Policy for the process to be followed.

“Abnormal activities” include but are not limited to:

1. Recruiting WMC vendors to non WMC markets during operation.
2. Speaking negatively about the market, other market members, or their products.
3. Unsafe conditions or hazards at sales area.
4. A stand that impedes access to other vendors.
5. Condition of sales area, products, or vendor behavior that detracts from the market’s appearance, overall quality or reputation.

N. Market Dress Code

All vendors and their help shall maintain a neat and clean appearance that meets all health standards during market activities. The Market Manager is responsible for making the determination of appropriate attire and may ask the vendor to make changes as needed.

O. Onsite-Parking

Vendor vehicles are allowed to be parked in or adjacent to primary market vending space only during times when the market is closed for operation. Vehicles should be moved to a designated vendor parking area as soon after unloading as possible.

P. Educational and Community Activities

One space will be made available free of charge for educational activities relating to sustainable agriculture and for non-profit community groups. This space will be made available on a first-come, first-served basis, but must be approved and booked by the Executive Director in advance or by emailing the Executive Director at stipton@waccamawmarkets.org. One space may be held by the Waccamaw Market Cooperative to use as the market information booth, for promotional or educational purposes.

Q. Market Rules Enforcement

The Market Manager ensures compliance with the market rules; however, the Market Manager has the authority to grant exceptions to the market rules on an individual basis for reasons of dire need. The Market Manager has the authority to impose disciplinary action at the market site when needed.

In the event of customer dissatisfaction with a particular vendor or some aspect of market operations, the dispute must be resolved to the satisfaction of the customer, vendor and Market Manager in a timely manner.

Failure by a vendor to comply with the market rules or comply with the Market Manger's resolution of a complaint of "abnormal market behavior" can result in the temporary removal of the vendor from market participation. The procedure regarding violations of the market rules or a complaint of "abnormal market behavior" is as follows:

- 1. First violation:** Vendor receives written notification of violation and must cease action cited in violation.
- 2. Second violation:** If vendor is found committing the same violation or any other violation, then vendor can stay for that market day but will lose the right to sell the following 2 weeks.
- 3. Third violation:** If vendor is found committing the same violation or any other violation then, vendor can stay for that market day but loses the right to sell for the rest of the market season.

Failure to immediately comply as requested shall be cause for the revocation of right to sell and expulsion from the market. Upon revocation vendor shall promptly vacate premises. Upon failure to vacate, the Market Manager shall remove the vendor's property from the premises at the vendor's expense. The market is relieved and discharged from any and all losses or damages caused by such removal. The WMC shall not be responsible for storage or safekeeping of property so removed.

R. Grievance Policy

Any vendor has the right to a hearing before the Board of Directors. A request for such a hearing should be submitted in writing and signed by the complainant to the Market Manager and/or President of the Board of Directors. The Board of Directors has one (1) week to respond to the vendor's request for a hearing. A hearing should occur no later than two (2) weeks from submission of the written request for a hearing. The hearing shall be conducted by the Board of Directors and open to any WMC members who want to observe. A majority vote by the Board of Directors shall determine the final resolution of the grievance by the vendor.

S. HOLD HARMLESS CLAUSE:

I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE WACCAMAW MARKET COOPERATIVE, ITS EMPLOYEES, OFFICERS, AGENTS AND/OR CONTRACTORS FOR AND AGAINST ANY AND ALL DAMAGES, LOSSES, SUITS, LIABILITY AND/OR CAUSES OF ACTION RESULTING FROM PROPERTY DAMAGE, AND/OR FROM PERSONAL INJURY, INCLUDING DEATH, OF MYSELF ARISING OUT OF OR IN ANY WAY CONNECTED WITH OUR PARTICIPATION IN THE WACCAMAW MARKET PROGRAM, EXCEPT TO THE EXTENT THAT SUCH DAMAGE OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE WACCAMAW MARKET COOPERATIVE, AND COVENANT NOT TO SUE OR TAKE ACTION AGAINST THE COOPERATIVE, ITS EMPLOYEES, OFFICERS, AGENTS AND/OR CONTRACTORS EXCEPT AS SET OUT HEREIN. I FURTHER PERMIT THE WACCAMAW MARKET COOPERATIVE TO USE PHOTOGRAPHS OF ME FOR MARKET PUBLICITY.

ALL VENDORS PARTICIPATING IN MARKETS SPONSORED BY THE WACCAMAW MARKET COOPERATIVE MUST ABIDE BY THESE RULES. THE WACCAMAW MARKET COOPERATIVE OR ITS REGISTERED AGENT SHALL ENFORCE

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ALL RULES AND REGULATIONS. PERMITS TO PARTICIPATE IN ANY MARKET CAN BE REVOKED BY THE COOPERATIVE.

I have read, understand, and agree to abide by the above 2023 Holiday Events Vendor Guidelines.

Signature _____ Date _____

Print Name _____ Vendor Type _____

2023 HOLIDAY VENDOR APPLICATION

VENDOR TYPE (CIRCLE ONE): FARMER | READY TO EAT | ARTISAN | RESELLER | NONPROFIT

BUSINESS NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____

WEBSITE: _____

SOCIAL MEDIA: _____

HAVE YOU BEEN A MEMBER OF THE WMC BEFORE? YES | NO IF YES, WHEN? _____

HAVE YOU BEEN DENIED TO A WMC EVENT IN THE PAST? YES | NO

IF YES, DESCRIBE WHAT HAS CHANGED ABOUT YOUR PRODUCTS IN THE SPACE BELOW:

ITEMS TO BE SOLD (ITEMS AND SOURCES MUST BE LISTED):

Signature _____ Date _____

WACCAMAW MARKET COOPERATIVE VENDOR COMMITMENT – 2023

Agreement made this _____ day of _____, 2023 between (Name of owner/member) _____ and the Waccamaw Market Cooperative.

Agreement to abide by the Waccamaw Market Cooperative Regulations:

- a. I have read and agree to abide by the 2023 Holiday Events Vendor Guidelines.
- b. The information I have provided in this application is accurate and complete.
- c. I will provide the Waccamaw Market Cooperative Board of Directors with additional information as needed to verify the claims made in this application and my compliance with the rules. The information I subsequently provide will likewise be accurate and complete.

Use of Waccamaw Market Cooperative Market Sites:

- a. I agree to sell at approved location/s only on the day(s) the market is scheduled, unless I receive written authorization to the contrary.
- b. I understand that while the Waccamaw Market Cooperative obtains permits, reserves designated spaces and promotes markets, Waccamaw Market Cooperative cannot guarantee market assignments or minimum sales at any market.

Suspension and Termination:

Unless otherwise specified in Waccamaw Market Cooperative Regulations, any violation of this agreement may result in suspension or termination of membership from the Waccamaw Market Cooperative at the discretion of the Board of Directors.

Signature: _____

Business Name: _____

