

## **Selma Gazebo Galleria 2016**

**When: 3rd Saturday of Each Month: July 16, 2016 to October 15, 2016, 8:00 am - 12 noon**

**Location: Town Hall , 114 N. Raiford St., Selma, North Carolina**

**Gazebo Galleria Vendor Display Area: Designated Parking Lot Behind Town Hall**

### **Vendor Rules and Regulations:**

1. **Hours of Operation:** Regular Gazebo Galleria Season: 3rd Saturday of each month, 8 am. – 12 noon; July 16<sup>th</sup> to October 15<sup>th</sup>, 2016.
2. **Application Deadlines:** Due by July 8, 2016. Application will be reviewed by the selection committee. Vendors and all notifications of acceptance will be e-mailed or otherwise conveyed. *All vendors must go through the same application process.*
3. **Application Fees: Fees Waived for July 16, 2016 and August 20, 2016 Gazebo Galleria.**
4. **Late applications: Fees Waived for July 16, 2016 and August 20, 2016 Gazebo Galleria.**
5. **Regulations:** All vendors must abide by, and all products must comply with, all applicable federal, state, and local regulations governing health, packaging, labeling, taxes, scales, weights, and measures, etc.
6. **Locality:** Vendors must reside in and produce the items they sell within a 100-mile radius of Selma as the crow flies.
  - a. Exception with regards to seafood/fish, which must come from within North Carolina.
  - b. Some specialty crops (i. e. peaches, apples, etc.) grown beyond the 100-mile radius may be sold ONLY with prior approval from the Gazebo Galleria Coordinator.
7. **Producers:** Vendors must be the original producer of all items being sold. No buying and reselling of products is allowed without an approved cooperative selling arrangement by the Gazebo Galleria Coordinator.
8. **Land:** A Vendor may lease land for crop production; however if that land has an established crop on it at the time of the origin of the lease, the Vendor must perform all operations necessary to

manage that crop for at least one full season prior to the season in which the fruits of that crop are harvested for sale at the Selma Galleria. Documentation of the lease may be required. A vendor who purchases land with an established perennial crop on it may harvest and sell that crop in the year of purchase.

9. **Display:** For the benefit of the Selma Gazebo Galleria as a whole, vendors must maintain full product offerings for the duration of the Gazebo Galleria event. Selling out prior to 11:30 am is strongly discouraged and may be addressed by the Gazebo Galleria Coordinator. The Gazebo Galleria success hinges on the 8:00am and 11:30am shoppers having the same experience.
10. **Attendance:** Commitment from vendors and having full offerings is imperative to the success of the Gazebo Galleria as a whole. Attendance is important. After two unexcused absences, (“No Show”) vendors will be suspended for the remainder of the 2016 Gazebo Galleria season. Following the first unexcused absence, a letter will be distributed reminding vendor of the policy. Two excusable absences will be permitted for Full-Time Vendors; and one excusable absence for Part-Time/Seasonal Vendors. On the application, note any planned absences. Examples of excusable absences are graduation, funeral, and hospitalization. Excusable and/or planned absences will be to the discretion of the Gazebo Galleria Coordinator. To keep a consistent Vendor population, the Gazebo Galleria Coordinator has the right to continue to review applications, should a replacement be required.
11. **“No Show”:** By Thursday 5pm prior to Saturday Gazebo Galleria, notice must be given to the Gazebo Galleria Coordinator if a Vendor plans to miss a market. An unexcused absence, “No Show”, is defined as not notifying the Gazebo Galleria Coordinator by 5:00 pm Thursday that the Vendor is not coming to Gazebo Galleria. Vendors will be responsible for paying the “*No Show Fee*” of \$25, at their next Gazebo Galleria attendance. **Note: Fees Waived for July 16, 2016 and August 20, 2016 Gazebo Galleria.**
12. **Weather:** The Gazebo Galleria is open rain or shine. Vendors are expected to attend Gazebo Galleria during inclement weather. For the safety of the event, if lightning and other hazardous weather occurs, the Gazebo Galleria may close. The Gazebo Galleria Coordinator will keep Vendors notified. Please note, daily fee will be due, regardless of weather.
13. **Fee:** Full Time, Part Time, and Seasonal Vendors must pay a monthly fee of **\$12.00 for one space (stall) and \$24.00 for two spaces (stalls).** **NOTE: Fees Waived for July 16, 2016 and August 20, 2016 Gazebo Galleria.**
14. **Display:** Tables must be covered with tablecloth, linen, burlap, etc; no paper. Floor length preferred to hide any under table storage. *No tent/canopy or equipment can be anchored in parking lot surface due to potential damage to underground utilities, etc.*
15. **Vendor Signage:** Vendors must display the full name of their business on/at their booth. Business name must be legible from 3-4 feet away.
16. **Product Signage:** Vendors signage must provide accurate representation of their products/services. If a vendor has signage regarding **information about their growing methods (i. e. conventional, sustainable, grown using natural methods, USDA Organic Certified, etc.) via signage on/at their vendor booth**, it must provide accurate representation.

When/if misrepresentation occurs, the vendor will receive 2 verbal warnings from the Gazebo Galleria Coordinator. After the 2nd warning, if misrepresentation occurs again, the vendor will be suspended from Gazebo Galleria for 1 month. If misrepresentation occurs again, after suspension, vendor will be removed from Gazebo Galleria

18. **Organic:** All items sold as organic must meet the requirements of the USDA National Organic Program. Vendors of organic items must have a copy of their certification on file with the Gazebo Galleria Coordinator as well as with them when selling at event. Only certified organic growers may display a sign using the word “organic.”
19. **Pricing:** *Prices must be posted for all items sold.* Prices should be legible from 2-3 feet away.
20. **Labeling:** All processed products must be properly labeled in accordance with the State and Federal labeling laws. All containers must comply with State laws. Purchasing items from other Vendors or producers for direct resale at the Gazebo Galleria is not allowed without an approved cooperative selling arrangement
21. **Arrival/Set up:** Vendors will vehicle spaces, or driving through Gazebo Galleria to drop off product, must arrive no later than 7:15 am. At no time should a vehicle be parked in a manner that blocks traffic flow. Vehicles may not park on sidewalks or unauthorized areas. Vendor on foot, must arrive no later than 7:30 am. No vehicle traffic in the Gazebo Galleria area between 7:45 am – 12:10 pm.
22. **Vendor Breakdown:** Breakdown begins promptly at 12:00 noon and no earlier. For the safety of shoppers, Vendors will not be able to move their vehicles in or out of the Gazebo Galleria area until 12:10 pm. Vendors may not leave prior to closing time of the Gazebo Galleria (noon). If a Vendor leaves early, they lose attendance credit for the day; it counts towards an excused absence.
23. **Equipment breakdown:** Each Vendor is responsible for removing any equipment, tents, canopies, etc. and cleaning up the area around his/her space.
24. **Parking:** Vendors without vehicle spaces, must park in designated parking areas so as not to take away spaces from potential customers.
25. **Products:** which can be sold, include:
  - a. Only products listed on the application and approved by Gazebo Galleria Coordinator
  - b. Products may be added to the vendor sell list after approved Gazebo Galleria Coordinator
  - c. Any vegetable grown by the vendor from seeds, sets, or seedlings.
  - d. Any fruits, nuts or berries grown by the vendor from trees, bushes, or vines on the Vendor’s farm.
  - e. Any plant grown by the vendor from seed, seedling, transplant or cutting
  - f. Bulbs propagated by the vendor.
  - g. Honey produced by the vendor’s bees
  - h. Fresh (not frozen) baked goods (breads, muffins, savory products; etc) made by the Vendor. **All baked goods must be covered per NCDA health code.**

- i. **Baked desserts** (cupcakes, pies, cookies, cakes, etc.) are **NOT permitted** for the 2016 market (Gazebo Galleria) season.
  - j. Preserves, relishes, jams, jellies, etc. made by the vendor. No “low acid” canned foods such as green beans, corn, peas, carrots, etc. may be sold. High Acid or Acidified foods (pickles, tomato products, etc.) may be sold if the vendor has passed the FDA certification course. A copy of the Vendor’s certification must be on file with the Market Manager.
  - k. Fresh cut or dried flowers grown by the vendor
  - l. Meat from animals raised on the vendor’s premises, seafood from NC fishermen
27. **Food Protection:** All food (including samples) shall be protected from customer handling; coughing, sneezing, or other contamination by wrapping, sneeze guards, or other effective barriers such as display cases.
28. **Food Handling:** Without proper hand washing (which is not available at the Gazebo Galleria), Ready-to-eat foods (including samples) shall not be handles with bare hands. Instead, utensils such as spatulas, tongs, or single-use gloves must be used during preparation and serving.
29. **Quality:** All produce must be of top quality, to be determined by the Gazebo Galleria Coordinator,
30. **Local Health Regulations:** All prepared food items, meat, fish, and cheese sold must meet state and local health department regulations, including, but not limited too, the inspection of the prepared foods Vendor’s kitchens by NCDA health inspectors and labeling in compliance with the regulations. Vendors must have a copy of their inspection form on file with the Gazebo Galleria Coordinator, as well as with them when selling at event.
31. **Contaminated Water:** No water or ice that comes into contact with meat or fish may be deposited or allowed to drain onto the market premises; or placed in a storm drain.
32. **Animals:** Vendors may not bring live animals may be sold, given away, or displayed at the Gazebo Galleria. Live animals for special events, may be permitted on case by case situation, at the discretion of the Gazebo Galleria Coordinator.
33. **Craft Vendors:** Non-farm crafts produced by the vendor may be sold at the market. All crafts must be applied for via the separate Craft Vendor Application and pre-approved by the Gazebo Galleria Coordinator.
34. **Books/Photography:** Active vendors of the Gazebo Galleria may sell books that they have originally written that relate directly to the actual product sold at the market, or describing the work and life of the vendor as it relates to their market activities. All books must be approved by the Gazebo Galleria Coordinator prior to sale. Photographs may be included that relate to the Vendor’s life and work.
35. **Apparel:** Active vendors of the Gazebo Galleria may sell apparel representing their farm or organization with prior approval by the Gazebo Galleria Coordinator. Only one clothing item may be on display at any given time at the Market.
36. **Communication:** Any concerns, questions regarding the Gazebo Galleria can be expressed to the Gazebo Galleria Coordinator via email, phone, or in person or Gazebo Galleria support staff at Market.

**37. SEE below for Additional Rules for all Vendors Types and Products.**

**Rules and Regulations for Craft and Artist Vendors**

**Eligibility**

1. **Craft and Artist Vendors must comply with all non-food/farmer related rules and regulations spelled out in the above “Rules and Regulations for Farmer and Food Vendors.** The Gazebo Galleria Coordinator has the discretion to immediately remove any craft item that he/she considers objectionable.
2. **Application:** All individuals whose goods are in compliance with Gazebo Galleria rules and guidelines who wish to participate in the Market as Vendors will be required to complete an Craft Vendor Application form and submit with all applicable materials.
3. **Application:** A Vendor will not be allowed to participate in the market without submitting a completed application to the Gazebo Galleria Coordinator, and obtaining the approval of the Gazebo Galleria Coordinator.
4. **Same Day Application:** In no event may a vendor sell on the same day as an application is submitted. Those vendors proposing to sell items which require licenses or permits must have these licenses or copies of the licenses available for inspection before these individuals will be allowed to sell such items at the Gazebo Galleria.
5. **Deadlines and Fees:** Same as above sections.
6. **Presence:** Vendors/qualified representatives must be present at each Gazebo Galleria event in order to exercise permit rights.
7. **SEE below for Additional Rules for all Vendors Types and Products.**

**Specific Craft Criteria**

Crafts, for the purpose of the Gazebo Galleria shall be defined as: items for which an observer of the craft/art can appreciate the technique and execution of the employment of manual skill in the craft’s production. Forms/style of art including but not limited to: painting, drawing, pottery, sculpture, woodworking, knitting, crocheting, etc. shall be considered “craft” for the purpose of this Market.

1. All crafts must be hand crafted by the Vendor or a member of the Vendor’s farm or craft unit.
2. All items must be made by the Vendor within a 100 mile radius of Selma as the crow flies.
3. Crafts must be the product of a home or cottage type industry using an intermediate type technology rather than an industrial type production. To be considered “hand crafted”, the item must show evidence of manual skills obtainable only through a significant period of experience and dedication.
4. Examples of unacceptable items would be, but not limited to:
  - a. Tracings of paint by number, postcards, prints, printed materials, ceramics or pottery from commercial molds, wood carvings using duplicating machines, kits in any form, and any other items which clearly do not reflect originality of design.

5. No mechanical, optical, digital, or electronic reproductions will be allowed.
6. All crafts must be of excellent workmanship both in quality and design.
7. To ensure a full and diverse display of craft products at each Gazebo Galleria, craft vendors will receive a bi-weekly or monthly attendance schedule, created by the Gazebo Galleria Coordinator, prior to the start of the 2016 Gazebo Galleria season. The Gazebo Galleria Coordinator will use the preferred Gazebo Galleria attendance dates, as specified by the craft vendor, when creating this schedule. Be sure to review "Attendance" policy above.

## Rules and Regulations for Food Trucks

The Gazebo Galleria invites Food Trucks to participate in the Gazebo Galleria event. A Food Truck is defined as a "licensed, motorized vehicle or mobile food unit which is temporarily stored on a privately owned lot where food items are sold to the general public." The Gazebo Galleria will give preference to Food Trucks that:

- Offer products that are fresh, unique, and made with ingredients sourced from local farmers and growers;
- Can attend the Gazebo Galleria on a monthly basis;
- Offer products different than products currently provided by merchants;
- Offer a breakfast/brunch product.

1. **Food Truck Vendors must comply with all rules and regulations spelled out in the above "Rules and Regulations for Farmer and Food Vendors."**
2. **Power:** Food Trucks will be responsible for providing detailed information about their source of power/electrical supply to the Gazebo Galleria Coordinator in their application. No electricity will be furnished.
3. **Generators:** During the Gazebo Galleria, the running of any gasoline or diesel motors, engines, or generators for power the Food Truck is permitted.
4. **Fee:** Food Trucks will pay a monthly fee of \$12 for 1 space (stall); and \$24 for the second space (stall). ***\*NOTE: No vendor space (stall) fees will be charged for July 16, 2016 and August 20, 2016.***
5. Food Trucks must submit a copy of their Gazebo Galleria Vendor Application, and, if applicable:
  - a. Proof of Commercial Business Location
  - b. Approval by the Johnston County County Health Department
  - c. N.C. Department of Agriculture Food Permit
  - d. N.C. Sales and Use Certificate
  - e. Copy of Vehicle or Trailer Registration

## **Rules Applicable to all Vendors Types and Products**

**Cooperative selling arrangement:** *One Permit is issued per individual or group of individuals. To be eligible to share in a permit you must:*

- a. Be listed by name on the application or approved by the Gazebo Galleria Coordinator.
- b. Have substantial participation in the actual production of the product.

Vendors may share a stand at the Gazebo Galleria in order to provide a broader selection of product throughout the season. Each producer must be present to speak of the products. A cooperative selling arrangement is an informal group of no more than three small-scale producers who may or may not share resources who apply to share a space at the market, and who share resources on market day. If opting for this, vendors are asked to submit a proposal to the Gazebo Galleria Coordinator. Approval of cooperative selling arrangement products will be limited, and may be denied or revoked if a product is available in sufficient quantities from other Gazebo Galleria Vendors.

### **Fees:**

Fees will be charged to help pay for Gazebo Galleria advertising and promotion and operational expenses. Monthly fees for 2016 are set at \$12.00 for one space (stall) and \$24.00 for second space. Vendors to coordinate the payment of fees with Gazebo Galleria Coordinator. **Note: Fees Waived for July 16, 2016 and August 20, 2016 Gazebo Galleria.**

### **Tent Set-Up/Breakdown:**

Saturdays, 6:15am–7:45am. Vendors will vehicle spaces, or driving through Gazebo Galleria area to drop off product, must arrive no later than 7:15am. Vendors on foot, must arrive no later than 7:30am to gather equipment. Vendors must be capable and able to set up, break down their display area, and equipment. Each vendor is responsible for cleaning up the area around their selling space.

A map of assigned areas will be distributed by Thursday evenings. Vendor tents can not exceed 10 ft. in width and signage may not extend further than 2 ft. beyond the edge of the tent.

Breakdown begins promptly at 12:00 pm and no earlier. For the safety of shoppers, vendors will not be able to move their vehicles in or out of the Market area until 12:10pm. Vendors may not leave prior to closing time of the Gazebo Galleria (noon). If a Vendor leaves early, they lose attendance credit for the day; it counts towards an excused absence. Gazebo Galleria equipment to be returned to central area by 12:30pm, and evacuate the Gazebo Galleria area by 1pm.

**Permits:**

Stall/booth permits are issued once a year at the beginning of the season. Permits will be approved using the following criteria:

- a. The products to be sold reflect the Gazebo Galleria mission and goals;
- b. The product increases the selection and diversity of products available at the Gazebo Galleria ; Seniority applies if the Vendor continues to offer products meeting the first of the aforementioned criteria; and demonstrates the ability to provide a sufficient supply of product(s) for sale.

A committee in conjunction with the Gazebo Galleria Coordinator reviews all applications and the Gazebo Galleria Coordinator issues stall permits. Copies of all licenses and permits required for the sale of his/her product must be available to the Gazebo Galleria Coordinator if requested. Daily Vendors must provide copies of all required licenses and permits to the Gazebo Galleria Coordinator prior to setting up their Vendor tent.

**Pets:**

Vendors must not bring pets into the Gazebo Galleria for health and safety reasons unless authorized by the Gazebo Galleria Coordinator.

**Smoking:**

Vendors are *prohibited from smoking inside and within 30 feet* of the Gazebo Galleria area. Attendees are strongly discouraged from smoking in the Gazebo Galleria area.

**Noise/Fumes:**

No loud or disturbing noises which will interfere with the rights, comforts or convenience of others. Vendors or the public, shall be made or action taken on the grounds. No Vendor shall play, or allow to be played any radio or other sound instrument at a sound level which may annoy or disturb other Vendors. The running of any gasoline or diesel motors, engines or generators, including vehicles, is not permitted unless authorized in advance by Gazebo Galleria Coordinator.

**Vendor Conduct:**

Vendors shall conduct themselves in a manner that is courteous to other Vendors, Gazebo Galleria personnel, and the public. Inviting and engaging Vendors can be more successful. Behavior, which is threatening, abusive or harassing shall constitute a violation of the Gazebo Galleria Policies, Procedures, and Rules and is grounds for immediate termination of Gazebo Galleria membership at the sole discretion of the Gazebo Galleria Coordinator.

**Inspection:**

Representatives of the Gazebo Galleria shall have the right to conduct an inspection of the production areas of those products sold by a Vendor in the Gazebo Galleria at any point during the year.

The Vendor will be given 48 hours notification prior to an inspection. An inspection may include ownership information and any other information relevant to determining product legitimacy. Failure to allow such an inspection shall constitute a violation of the Gazebo Galleria Policies, Procedures and Rules and be grounds for immediate termination of Gazebo Galleria membership at the sole discretion of the Gazebo Galleria Coordinator.