

Rules and Regulations

Between the Market at 15th and High and Market Vendor

The rules and regulations have been established to maintain a productive marketplace for both vendors and consumers. The Market at 15th and High may change, modify or delete rules and regulations to preserve the safety and security of said marketplace.

I. ADMISSIONS

Approval

The approval to participate in the Market at 15th and High will not exceed one growing season and is based on the receipt of necessary documents including:

1. Completed application, including signature page.
2. Signed copy of rules and regulations.
3. Applicable permits and/or licenses required by the City of Columbus or State of Ohio.
4. Certificate of insurance.

Submission of all documents listed above does not guarantee participation in the Market at 15th and High. Your admission to the market will be considered based on product diversity (individual and market) and available space, among other factors.

Fees

Market rent is due upon approval of your application. Payment must be received in full prior to the start of the market.

Insurance

All vendors must provide proof of liability insurance, in the form of a certificate of insurance, greater than, or equal to \$1 million dollars. The Wexner Center for the Arts and The Ohio State University are solely providing space for the market and its vendors, and assume no liability for the Market at 15th and High, the market manager or its vendors.

Licenses/Permits

It is the responsibility of the vendor to obtain and submit copies of all licenses and/or permits, including but not limited to a Mobile Food Operation, Food Safety (such as Home Bakery or Frozen), and Nursery Dealer License. All vendors must comply with laws, ordinances and regulations set forth by the City of Columbus, the State of Ohio, and the United States.

Weights and Measures

Scales should be capable of approval by the Columbus Division of Weights and Measures. You may contact them at (614) 645-7397 with questions or concerns.

II. POLICIES AND REQUIREMENTS REGARDING VENDORS

Farmers

1. Farmers are to sell what they produce.
2. All produce must be grown in Ohio.
3. Farmers may not sell value added products that they, themselves do not produce.
4. All products are subject to approval by the Market at 15th and High.
5. Products purchased at wholesale, auction, or “terminals” is strictly prohibited.

Submission of all required documents does not guarantee participation in the Market at 15th and High. Your admission to the market will be considered based on product diversity (individual and market) and available space, among other factors. All applicants agree and acknowledge that any and all participation in the market is at the sole discretion of the Market Manager.

Artisan Producers

1. Producers may sell products that they, themselves, have produced.
2. Preference is given to producers who utilize products that they, themselves, grow.
3. Products sold by producers should reflect the local agricultural system.
4. Products must comply with all city, state, and federal regulations.
5. All products are subject to approval by the Market at 15th and High.
6. Products purchased at wholesale, auction, or “terminals” is strictly prohibited.

Submission of all required documents does not guarantee participation in the Market at 15th and High. Your admission to the market will be considered based on product diversity (individual and market) and available space, among other factors. All applicants agree and acknowledge that any and all participation in the market is at the sole discretion of the Market Manager.

Inspection

The Market at 15th and High, or an appointed third party working on behalf of the market, reserves the right to inspect your farm or establishment, announced or not, to verify compliance with market requirements.

III. GENERAL MARKET RULES

Market Hours

The Market at 15th and High will be open every Thursday from 4:00pm to 7:00pm, rain or shine. The market will begin on Thursday, May 27, 2010 and conclude on Thursday, October 28, 2010.

Extended hours may be offered to coincide with events hosted by the Wexner Center for the Arts and/or The Ohio State University. Please consult the Market Manager for details.

Attendance

If you will not attend, or will be late to the market, please contact the Market Manager as soon as possible. Repeat instances of tardiness or absence may result in removal from the market.

Arrival and Departure

1. Vendors may begin set up at 2:30pm.
2. Vendors should be in place at least 30 minutes before the market begins.
3. Vendors may not leave prior to the end of market.

Safety and Sanitation

When you leave, the 15th Avenue Plaza and sidewalks should look like they did when you arrived. The Wexner Center for the Arts reserves the right to terminate its role as host site of the Market at 15th and High based on lack of cleanliness.

1. No vendor shall bring an animal at any time.
2. All produce, containers, signs, debris and/or trash must be taken with you.
3. Clean up should conclude within 30 minutes of market closure.
4. No loud radios or shouting of prices is permitted.
5. Tables, tents, signs, and like materials must not impede pedestrian traffic.
6. Vendors may not use the Wexner Center for the Arts or The Ohio State University property for debris removal.

Vendor Space

1. Vendor space will be assigned by the Market Manager, in its sole discretion.
2. Each space is approximately 18 x 10.
3. Vendors may request a maximum of one space.
4. Excessive tardiness or absence may result in a reassignment of space.
5. Vendors are to set their own prices.

Vendors may share one space on the condition that both vendors are approved by the Market at 15th and High. Vendors who wish to share space shall submit completed documents (see ADMISSIONS) together. It is the responsibility of the vendors to determine the cost share of the space and shall submit payment together upon approval.

The Market at 15th and High will not approve a vendor for a half space. In the case that one vendor is approved and one is not, the approved vendor will have the option of submitting a new space share vendor or of renting a whole space.

Equipment and Supplies

1. Vendors are to supply their own tables, tents, signs and like materials.
2. Vendors must display an identifying sign for their farm or business.
3. Electricity is not available, please plan accordingly.
4. Vendors shall supply carts or like equipment for transporting supplies.
5. Individual tents may not exceed 10 x 10.

Parking

One vehicle per vendor may be parked in the designated area at the 17th Avenue Plaza. Vehicles may **NOT** be driven on the 15th Avenue Plaza.

Marketing and Community Outreach

Participants of the Market at 15th and High are encouraged to assist in promoting the market according to a plan fashioned by the Wexner Center for the Arts, The Ohio State University, and the Market Manager.

Given the Wexner Center for the Arts and The Ohio State University's concern for the surrounding community, vendors are encouraged to accept food stamps and coupons where applicable, but only when city, state and federal regulations have been met. Under no circumstances should vendors accept stamps or coupons for goods not approved by said programs.

As an additional service to the community, all still consumable products not being taken back by the vendor can be gathered for donation to the food pantry at Neighborhood Services, Inc. Please consult the Market Manager for more details.

IV. DISCIPLINE and COMPLAINTS

Complaints

1. Should be directed to the Market Manager for resolution.

2. May be made in person, by phone, mail or email.

Grounds for Removal

1. Failure to obey city, state or federal laws and regulations.
2. Failure to obey the market rules and regulations.
3. Causing an unsafe marketplace for vendors and/or customers.
4. Excessive tardiness or absence.

The vendor agrees to protect, indemnify and hold harmless the Wexner Center for the Arts, The Ohio State University and its employees, its service vendors or independent contractors from and against any and all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of use of market space or in connection with any action or claim.

I, _____ on behalf of _____ have read, understand and agree to adhere to the above stated regulations set forth by the Market at 15th and High.

Signature

Position

Printed Name

Date