

# WELCOME TO OUR 100F TRADE DAYS HOLIDAY MARKET!

Our goal is to provide a community gathering place to support and promote local artisans, small businesses, and organizations. We aim for the events to be enjoyable and successful for all.

# **EVENT DETAILS:**

- The event known as the "Holiday Market" is a 2-day event on December 2<sup>nd</sup> & 3<sup>rd</sup>, 2023. Market hours will be 9 am 3 pm.
- This event will be held at the IOOF Event Center at 601 N. 45<sup>th</sup> Street, Corsicana, TX.

## GENERAL VENDOR GUIDELINES:

- Whereas "We" or IOOF refers to IOOF Trade Days, IOOF Event Center, IOOF Grand Lodge of Texas, and includes all agencies and employees.
- IOOF will have final approval of all vendor participation and final authority on-site to interpret and enforce rules and regulations.
- Vendors agree to comply with the rules of the market and abide by the decisions of the IOOF.
- Vendors not complying with rules or instructions will be considered in breach and default of the agreements and may be asked to leave the property immediately.
- We may at our sole discretion, revise the policies, guidelines, rules & regulations and may alter market operations at any time.
- We reserve the right to reject any application.
- The IOOF Trade Days Holiday Market is a vendor market for vendors of all types, as well as nonprofit organizations, small businesses, direct sales, etc. -- all are welcome, and products sold do not have to be "holiday" related.
- Vendors shall sell only items that are approved on their application.
- Vendors and their employees are responsible for complying with federal, state, and local regulations & requirements.
- This is a "family-friendly" environment. All actions are expected to be appropriate, and any merchandise should also be considered appropriate.
- There will be no illegal items for sale or consumed on the IOOF grounds.
- Discrimination in any form is prohibited. Discrimination is the treatment or consideration of, or making a distinction in favor or
  against, a person based on the group, class, or category to which that person belongs, including but not limited to race, color,
  national origin, age, disability, economic class, sex, gender expression or sexual orientation.
- Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion, or any other legally protected
  characteristics will not be tolerated. All employees, including supervisors and other management personnel, are expected,
  and required to abide by this policy. No person will be adversely affected in employment with the employer because of
  bringing complaints of unlawful harassment.
- Please be sure to send in photos of your products to <a href="mailto:tradedays@iooftx.org">tradedays@iooftx.org</a> the subject of your email should be your business name. Please submit at least 3-5 quality images that show what products you will offer. These may be used to feature you in our vendor spotlight and advertisements. If you have a Facebook page or website that contains current products and items that will be available at the market, then you may also include the link. Include your business logo image and also include any sales or promotions you will offer during market.

### CODE OF CONDUCT:

- Vendors should be knowledgeable about products and be able to communicate clearly to the customers.
- Products should be displayed in a sanitary, presentable, and attractive manner.
- Vendors are expected to be courteous, professional, and presentable at all times.
- Inappropriate language or behavior, clothing, harassment, or abuse toward anyone at any market will not be tolerated and may be reason for expulsion.
- Minimum expectations for all market vendors are that they are reliable and professional, be set up to greet customers for the opening of the market by 9 am, and keep a good, positive attitude for the duration of the market hours.
- Market vendors are expected to meet these expectations, in addition to complying with the market rules and regulations, to be allowed to continue to participate in the market.
- Incidents of unruliness and verbal disdain will not be tolerated and will result in immediate and permanent expulsion from the market.
- Concerns or complaints should be directed to management, please get in touch with the Grand Lodge Office at 903-872-7438 or you may email info@iooftx.org.

### **BOOTH DETAIL:**

- Booths will be 6'x10' or 10'x10' if additional space is needed, you will need to pay for additional booths, prior to booth assignment and the event.
- There are limited booths with electricity. They are first come, first serve. (\$10 additional fee for electric)
  - If you are using electricity, you must provide your own heavy duty extension cords and power strips.
- Booth locations will be marked and assigned. You may not change locations during the event or without approval.
- Each Booth will include one (6') table and 2 chairs.
- If you are bringing in additional props (stands/racks/etc.) for the set-up of your space, each item must be clearly marked as yours and all of set up must fit within your booth space.
- NO CANOPIES INDOORS
- Set up will be allowed the day before the event, Friday, December  $1^{st}$ , from 9 am -3 pm.
- Doors will open at 7:30 am the day of the event.
- Breakdown does not begin until after 3 pm. Please do not try to pack up early, we ask that you stay for the entire market.
- We do our best to organize the event but cannot promise specific booth locations or guarantee you will not be placed near another vendor that sells comparable items. We also reserve the right to relocate a vendor for any reason.

### PAYMENT / RETURNED CHECKS:

- Payments should not be made until you have been approved and confirmed.
- Payments are due by November 3, 2023.
- Booths are not held or reserved unless we have your payment.
- There will be a \$30.00 fee on any returned checks.
- No refunds will be given.

## **CANCELLATIONS:**

- There are no refunds for vendor cancellations. If you are unable to attend, please notify us as soon as possible.
- No-call and no-show vendors may be suspended from future events.
- Please call, message, or email us to let us know if you are unable to make the event or will be late.

# PARKING/VEHICLES:

- Vendor parking is designated to the parking lot in front of the Grand Lodge Admin. Building, and behind the Event Center.
- Customer parking will be at the front of the IOOF Event Center.
- When loading/unloading, please be quick and courteous to all. Once you have the necessary items loaded or unloaded, please promptly move your vehicle. \*Do not start working on your booth set up with your vehicle in the loading/unloading area.
- Trailers will need to be parked at the back of the IOOF Event Center.
- Please drive slowly and responsibly in the parking lot.

#### RESPONSIBILITIES:

- Vendors are responsible for their property, as well as their booth, tables, chairs, and/or anything else used in rented space.
- Vendors must keep the area uncluttered, clean, and free of trash. Boxes will need to be broken down and placed in appropriate areas for disposal. No trash should be left in the market area.
- If you bring your children, they must be supervised at all times.
- Booths should not be left unattended.
- The highest standards of visual aesthetics are preferred. Please consider the appearance of your booth as this is reflective of the market.
- Please be sure to include a detailed product description with your application, and to update us with changes PRIOR to the
  event
- The vendor is solely responsible and liable for any claims and damages resulting from the sale of unsafe, unapproved, or unsound goods.
- To provide a variety of vendors and offerings, we may limit the number of certain types of vendors approved for each market.
- Vendors are responsible for the quality and safety of what they sell and agree to indemnify IOOF for any claims arising from
  the sale of any products, the failure to obtain any licenses or permits, or the negligence of any vendor or their employees,
  representatives, or agents.
- IOOF will NOT be responsible or liable for the loss or theft of any property or merchandise, quality of merchandise bought or sold, and/or any injury from any incident that occurs at the event.
- Permits/Licenses are the vendor's responsibility. Be prepared to have permits and license available if asked.

## **REGULATIONS:**

- We reserve the right to reject any application for a vendor booth, any items deemed unsafe, or anything considered
  inappropriate for family viewing. IOOF retains the right to use its discretion in interpreting eligibility criteria and approving
  any vendor application.
- Vendors not complying with instructions or rules of the event will be considered in material breach and default of the
  agreements and may be asked to vacate their premises immediately.
- No animals will be allowed at the Holiday Market unless service animals.
- Vendors are required to comply with state and federal laws concerning firearms and may not openly display firearms while selling at the market.
- Direct Sales will only have one vendor/company per event.

## **CERTIFICATIONS / TAXES / PERMITS:**

You are required to abide by all state and local guidelines including food safety requirements and licenses. You are required by the state of Texas to have a Sales Tax Permit if selling tangible goods that are not covered under Agricultural or Cottage Food Laws. If you are required to obtain a food permit, Sales Tax Permit, or mobile vending license, it is your responsibility to have this available at each market.

Sales Tax: unless you or your organization is exempt from sales tax liability, you must provide documentation upon request. Others must have a Texas Sales and Use Tax Permit. You are solely responsible for the reporting and payment of all sales/use tax applicable to your sales.

It is the vendor's sole responsibility to comply with all state and local guidelines.

For information about Cottage Law: <a href="https://texascottagefoodlaw.com/">https://texascottagefoodlaw.com/</a>

For more information on sales tax: <a href="https://comptroller.texas.gov/taxes/sales/">https://comptroller.texas.gov/taxes/sales/</a>
Apply for a sales tax permit at: <a href="https://comptroller.texas.gov/taxes/permit/">https://comptroller.texas.gov/taxes/permit/</a>

Frequently asked questions: <a href="https://comptroller.texas.gov/taxes/sales/faq/permit.php">https://comptroller.texas.gov/taxes/sales/faq/permit.php</a>
Food Vendor Info: <a href="https://navarrocountypublichealthdistr.godaddysites.com/forms">https://navarrocountypublichealthdistr.godaddysites.com/forms</a>

### CONSENT OF MEDIA RIGHTS:

I hereby grant IOOF Trade Days permission to use my likeness in a photograph or video in any and all of its publications, including website entries without payment or any other consideration. I understand and agree that any photographs or videos taken will become the property of the IOOF and will not be returned. I hereby irrevocably authorize the market to copy, exhibit, publish, or distribute these photos and videos for the purpose of publicizing the IOOF or any other lawful purpose. Additionally, I waive any right to royalties or other compensation arising or related to the use of either photos or videos. The vendor agrees to release the rights to any photos or videos taken of his or her person, likeness, and/or merchandise while at IOOF Trade Days, which may be used for promotional purposes, marketing, and/or paid advertising.

## ADVERTISING/MARKETING:

- Vendors will be posted online and on Facebook, and vendor spotlights will be shared as the event approaches.
- You are welcome to post to our page or the event, pending approval. We ask that you share quality images of your items, which help to draw in customers. Consider promotions, special sales, or giveaways as an added incentive to bring customers. Please be sure to proofread your post, check spelling, and make sure you have all accurate info before sharing.
- Our events are marketed through various outlets including print, digital, and audio. Print includes newspaper and magazine
  ads and articles, flyers, postcards, and posters. Digital includes social media, email, and inclusion on several digital
  calendars, as well as billboard ad. Audio includes radio spots and interviews. We reserve the right to change the mix,
  frequency, and source of all marketing.
- If you would like handouts to distribute, please email us and we will be glad to share flyers, postcards, and such.
- Please be sure to share our posts and events.

#### FEEDBACK:

- We welcome your input, ideas, suggestions, criticism, and reviews. Please email us anytime. Submit reviews on Facebook & Google. This is also an advertisement, so please share your experience.
- We will send out surveys occasionally and we ask that you complete them for us. They are a useful tool for us, in making our events enjoyable and successful for all.

# INDEMNITY CLAUSE:

Participation in the IOOF Trade Days Events, including Holiday Market, implies your agreement to the above rules, policies, and guidelines. Each "VENDOR" agrees to indemnify, defend, hold harmless and defend the Grand Lodge of TX / IOOF TRADE DAYS / IOOF EVENT CENTER ("IOOF") and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including reasonable court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused in whole or part, by any acts or omissions of Vendor or any of its owners, officers, directors, agents, employees or subcontractors. The indemnity includes any claim arising out of the use of IOOF property in connection with IOOF Trade Days and Holiday Market events including (without limitation) claims involving bodily injury of any person (including death) or property damage. The indemnity also includes any claim or amount arising out of federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by vendor from and against any and all claims. It is agreed that VENDOR will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of permission to hold event, the VENDOR agrees to waive all rights of subrogation against the IOOF, its officers, officials, agents and employees for losses arising out of or resulting from the event.

If you have any questions, concerns, complaints, or would like to share with us, please feel free to contact us anytime. For management, please email <a href="mailto:info@iooftx.org">info@iooftx.org</a> / for event staff: <a href="mailto:tradedays@iooftx.org">tradedays@iooftx.org</a>

BY SUBMITTING YOUR APPLICATION, YOU AGREE TO THESE POLICIES & GUIDELINES.

PLEASE KEEP THESE PAGES FOR YOUR REFERENCE.

We thank you and look forward to working with you!

