

2016 MOBILE ARTS COUNCIL'S ARTS AND CRAFTS MARKET/ FESTIVAL VENDOR GUIDELINES

1. **Eligibility Requirements:** All persons who produce hand-crafted artisanal or craft products with the intent to sell.
2. **Event Coordinator(s):** The person(s) designated by the City of Mobile and/or the Mobile Arts Council to supervise the daily operation and management of the event.
3. **Definition of Vendor/Artisan:** Persons or entities who craft with their own hands the products they offer for sale. To qualify as an Artisan, a majority of the tools and equipment used by the Artisan to produce their products must require skills, personal handling and/or guidance by that Artisan.
4. **Application Process:** To apply please go to: <https://webportalapp.com/webform/macvendorapplication>
Applications will only be received electronically. All applicants will be reviewed BEFORE being allowed to sell or display in any Mobile Arts Council sponsored market or festival. Please allow 2-4 weeks for application review and Vendor status notification.
 - a. The criteria used will include: appropriate original (non-mass manufactured) craftsmanship by the seller or displayer, compliance with the guidelines and Attachment "A", in compliance with body product guidelines if applicable (Attachment "B") contribution to the variety and uniqueness of artistic offerings.
 - b. Only those applicants approved for participation may sell approved items at a Mobile Arts Council sponsored event. Items that the artisan wishes to sell must meet the Standards of Quality as described in Attachment A.
 - c. The Event Coordinator(s) shall have the authority to approve or to disprove any item offered for sale on the Market
 - d. If applicant's products are approved, an Event Coordinator will email the applicant notifying them of which events they are eligible to participate in. It is the applicant's responsibility to respond to email and be in communication with the Event Coordinator about scheduling.
5. **Space Assignment, Rent & Display Requirements:** Spaces are assigned upon the approval of the application, whether weekly or for another period of time. All Vendors will be placed at the discretion of the Event Coordinator. No Vendor shall be allowed to sell without an approved application.
 - a. **Sharing a tent:** Up to two individuals/companies may chose to share a tent for some events. Both Vendors who plan to share are required to go through the application process. It is the responsibility of Vendors to coordinate who they are sharing with. In the event that one Vendor cancels, their tent will be reserved at the individual tent price.
 - b. **Pricing:** Please see Attachment C. ALL PRICES ARE SUBJECT TO CHANGE
 - c. **Payment:** Payment is nonrefundable. For some events participants have the option to pay in advance for the whole season, or on a week to week basis. If advanced payment for the season is not made before the opening day of the event, Vendors will be required to pay on a per week rental basis. For those Vendors paying on a weekly basis, payment for the space must be remitted by the due date set forth by the Event Coordinator. If payment is not received, it is assumed they will not be participating and their reservation will be cancelled.
 - d. **Placement:** Placement of an Vendor is at the sole discretion of the Event Coordinator(s). Vendors may not request specific locations, unless for medical/emergency accommodations.
 - e. **Relocation** shall be at the discretion of the Event Coordinators and shall be based on reasons regarding feasible and practical distribution of Vendors and/or their products.
 - f. **Display Requirements:** All items must be visible and easy to reach. The price must be clearly marked on all items. It is recommended that all displays be raised at least 24 inches from the ground. Each Vendor must bring a table covering and should consider other items to assist in merchandising their products. Vendors are responsible for providing their own bags for purchases, as well as making change.
 - g. **Miscellaneous:** Additional services/conveniences, such as bringing an additional table, tent etc., may be allowed, but only with the approval of the Event Coordinators.

6. **Sales Tax and Permits** - Each Vendor is responsible for collecting for his/her own sales tax and obtaining the proper permits and licenses, where applicable. Value-added product Vendors (artisan products) are required to collect sales tax and submit to the City of Mobile and any other tax collection agency (County, State, etc.).
7. **Other General Rules/ Information**
 - a. **Indemnification:** By participating in these events, all Vendors shall be individually and severally responsible to the City of Mobile and/or Mobile Arts Council for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the Vendor's negligence or that of its servants, agents or employees. All Vendors hereby agree to indemnify and save the City of Mobile and/ or Mobile Arts Council harmless from any loss, cost, damages and other expenses, including attorneys' fees, suffered or incurred by the City of Mobile, by reason of the Vendor's negligence or that of its servants, agents or employees.
 - b. **Set-Up & Clean up:** Vendors are responsible for setting up their space. Vendors should be onsite by the time set forth by the Event Coordinator, go to their assigned space and begin setting up immediately. Vendors will be responsible for bringing their own clean up items, such as brooms and trashcans. Vendors shall not use public trash receptacles for the disposal of unused items, boxes, or trash. Market booths should be manned at all times. Unless otherwise noted, Vendors will be responsible to provide their own tent, table and chairs.
 - c. **Severe Weather Cancellation:** In the case of severe weather the event may be cancelled. To find out if the Market is cancelled please call, (251) 432-9796.
 - d. **Miscellaneous:** No firearms, alcohol, or drugs will be allowed on premises. Refer to the Market/ Festival guidelines for other violations.
 - e. **Parking:** The Event Coordinator(s) has the right to reserve spaces. Vendors may park in designated spaces not reserved.
8. **Violations:** Any complaint against any Vendor regarding the origination of their product(s), any other matter, such as being loud and/or disorderly to other Vendors, shoppers, or city employees, must be directed to the attention of the Market Coordinator in writing. The Event Coordinator(s) and Market/ Festival Advisory Committee are responsible for reviewing and resolving complaints.
 - a. Together, and at their sole discretions, they shall determine the following:
 - i. What type of investigation, if any, shall be conducted in response to written complaints;
 - ii. Whether or not the written complaints shall be provided to the Vendor against whom the complaint is made; and,
 - iii. The time frame in which such a response shall be made.
 - b. When the Event Coordinator determines in his/her sole discretion, that a Vendor has violated any provision of the Market/ Festival rules/guidelines and the smooth operation of the event would be undermined, that Vendor may be penalized. Violations could include:
 - i. Arriving late and not being prepared to sell by the Market opening time;
 - ii. Failing to show without notifying the Market Coordinator in advance;
 - iii. Leaving early (with the exception of a sell-out);
 - iv. Failure to pay rent;
 - v. Selling products not grown/produced by the Vendor; and,
 - vi. Vendor's employees who are aggressive to volunteers who are assisting others.
 - c. **Failure to Show:** Vendors must notify the Event Coordinator at least two days before the event they plan to participate. Failure to show without notifying the Coordinator will result in a fee, as well as being required to remit in advanced payment for the next event day they are scheduled. Failure to show twice will result in the loss of the Vendor's eligibility to participate in future events.
 - d. **Failure to Pay:** If a Vendor fails to pay they are removed from the event until payment is remitted.
 - e. **Violation Schedule:**
 - i. 1st Violation: Written notification.
 - ii. 2nd Violation: Vendor can stay for the rest of the day, but will lose the right to sell the following week.

- iii. 3rd Violation: Vendor can stay for the rest of the day, but will lose the right to sell for two weeks.
- iv. 4th Violation: Vendor can stay for the rest of the day, but will not be able to return for the rest of the Market season.

9. **Modifications:** The Program Coordinator and Mobile Arts Council staff reserves the right to revise these rules and regulations at any time as they deem appropriate.

ATTACHMENT A

ARTS AND CRAFTS STANDARDS OF QUALITY

The following are general guidelines to be followed when considering submission and/or approval of any art/craft for review.

An Artisan's craftsmanship should be reflective of the Artisan's considerable skill, time and effort to produce a high quality, finished product. Each item should be original and unique, but may be assembled from patterns created by the Artisan. Assembly of a copyrighted item is not allowed unless the Artisan is the holder of the copyright. Assembly from kits is not acceptable nor is it acceptable to add to or improve pre-manufactured items.

The design of the item should reflect the Artisan's knowledge of shape, form, color and texture. In relationship to their work the materials should be of high quality.

Items to be sold at the Market by an Artisan may not include kits, unfinished work, mass manufactured items, including artificial flowers.

Jewelry: All jewelry offered for sale must be hand made by the Artisan. Assembly from kits or pre-strung plastic beads or other factory work is not acceptable. Gold or silver chains will be allowed only as a minor part of the total work (i.e., a support of a piece that the Artisan has created).

Pottery: All pottery shall be hand-built or wheel-thrown by the Artisan, kiln fired or other heat process by the Artisan, and finished by the Artisan.

Wooden Items: All wooden items shall be designed and/or interpreted by the Artisan. The Artisan shall craft all items, finish all items (including sanding oiling, varnishing or other finishing process), and assemble all such items.

Clothing and Accessories An Artisan may offer clothing or accessories for sale at the Market, but such clothing or accessories must be designed, or interpreted by and sewn, knitted or woven by the Artisan personally. Clothing and accessories, including items woven and knitted made from commercially available patterns is acceptable only if the item is reflective of the Artisan's considerable time, skill and effort.

Photography: An Artisan may offer original and reproduced photographs for sale at the Market. All such photographs and reproductions shall have been created by the Artisan.

Paintings: All paintings shall be original work of the Artisan and reflective of significant energy and time on the piece and may be created with any medium. Paintings shall be upon canvas wood, or any other solid.

Sculpture: All sculptures shall be original work of the Artisan and reflective of significant energy and time on the piece. Sculptures must each be an original and may be from any material except bread dough. Simple glue or other adhesive assemblage of found or recycled items is not acceptable and sculptures must be produced through welding, carving, metal work and other forms of design that take considerable energy and time.

Wreaths: Wreaths shall be the original design and work of the Artisan.

Miscellaneous Arts and Crafts: Creativity cannot be limited or controlled by rules and regulations. Therefore, an Artisan may present a new idea, a new concept or a new design not covered by this outline.

ATTACHMENT B

MARKET BODY PRODUCT GUIDELINES

Soap and for our purposes, any body product, falls under the jurisdiction of the Consumer Product Safety Commission which requires the following on the label:

1. Wording on the package that identifies the product as "soap," "lotion," etc.
2. Net weight of product. The weight is a state requirement as well, and while you can have soap that weighs MORE than is stated, you can't let it weigh less. For example, our bars are usually 4.5 oz and up; to allow a comfortable margin, our labels say 4.25 oz.
3. Name and address of your business.

Most consumers want to know more about the products they are buying. They at least want to know the ingredients, specifically with regards to certain allergies, so we would like them included on your labels. Please list ingredients per the guidelines of the FDA:

- List the ingredients in descending order of predominance (the % of the total formula.)
- List them using the most commonly accepted industry standard names (sometimes called INCI.)

You can list fragrance as just "fragrance" and you can list any ingredients that are less than 1% of the total formula in any order at the end of the list of ingredients.

If you make ANY cosmetic claims, you have to follow FDA labeling requirements (above.) Claims can be as simple as "moisturizing" or "exfoliating", so just do the whole list to be safe. This allows consumers check if an ingredient (for instance, LOTS of people who are allergic to soy) they might be allergic to is included in your soap product.

ATTACHMENT C

MOBILE ARTS COUNCIL ARTS AND CRAFTS MARKET FESTIVAL DESCRIPTIONS AND PRICES

MARKET ON THE SQUARE

Each year, Mobile Arts Council partners with the City of Mobile's Special Events Department to produce the Market on the Square event. The market features one-of-a-kind arts and crafts produced by local artisans, as well as locally grown produce, seafood, cheese and eggs, honeys, flowers and plants, baked goods, pasta, and more. Seasonal event. Spring - every Saturday from April 16th through July 30th, 7:30 AM until noon. Fall, every Saturday from October 8th through November 19th, 7:30 AM until noon. Cathedral Square (Downtown Mobile)

SPRING SEASON ADVANCED PAYMENT

Individual Tent	
One Table	\$304.00
Two Tables	\$320.00
Shared Tent	
Two vendors share the cost of	\$320.00

FALL SEASON ADVANCED PAYMENT

Individual Tent	
One Table	\$133.00
Two Tables	\$140.00
Shared Tent	
Two vendors share the cost of	\$140.00

PER WEEK

Individual Tent	
One Table	\$25.00
Two Tables	\$30.00
Shared Tent	
Two vendors share the cost of	\$30.00

LODA ARTWALK

Every second Friday of the month, 6:00 PM - 9:00 PM. Where: LoDa (Downtown Mobile) An event of the City of Mobile's Special Events Department. On this evening, local art galleries, institutions, studios and unique shops open their doors for people to come inside to see beautiful artwork, sample delicious foods and hear the sounds of the LoDa ArtWalk. Applicants applying to participate in this event are applying to be an LoDa Artist Street Vendor. Artist interested in participating inside a gallery should contact that gallery directly. Vendors are responsible for providing their own table and chairs.

Cost:

Per ArtWalk Rate

MAC Member	Free
Non-member	\$10.00

TEN SIXTY FIVE ARTS AND CRAFTS MARKET

For the second year in a row the annual Ten Sixty Five Free Music Festival will be taking place in Downtown Mobile. This year Mobile Arts Council will be coordinating an arts and crafts market component that will take place on Saturday October 1 through Sunday October 2nd. Timeframe: 2:00 PM until 7:00 Location: Cathedral Square, Downtown Mobile. Vendors are responsible for providing their own 10x10 tent, table and chairs.

Cost:

One Day Rate

MAC Member	\$25
Non-member	\$45

* includes six month MAC membership

Two Day Rate

MAC Member	\$40
Non-member	\$75

* includes twelve month MAC membership

SUNDAY FUNDAY ARTS AND CRAFTS MARKET

The Sunday Funday Arts and Crafts Market will take place from 1:00 PM to 5:00 PM in Cathedral Square on the following Sundays: November 13, 2016; November 27, 2016; December 11, 2016; January 8, 2017; January 22, 2017; February 5, 2017; March 5, 2017; March 19, 2017 and April 2, 2017. Vendors are responsible for providing their own 10x10 tent, table and chairs.

Cost:

Per Market Rate

MAC Member	\$10.00
Non-member	\$20.00

OTHER EVENT PRICES AND FEES

Application Fee	\$10.00
Electricity	\$5.00
Market Sign	\$7.00
Additional Table	\$5.00
No Show Fee	\$12.50
Returned Check Fee	\$35.00
Leaving Without Paying	\$50.00