



*Locally Grown*

**BLACK MOUNTAIN  
TAILGATE MARKET**

*Community Cultivated*

# **Vendor Policy Handbook 2024**

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Welcome!

Whether you are a returning or new Vendor, we are thrilled that you're considering joining us for our 30th Market season!

We will refine this handbook each season to ensure our policies are transparent and fair.

May this newest version of our Black Mountain Tailgate Market Vendor Handbook serve as a comprehensive guide to BMTM policies and procedures so that everyone – Vendors, Staff, Volunteers, and our Market-goers – has a safe and enjoyable experience at our Markets!

Please note:

While many things remain the same season-to-season within this handbook, some things DO change and it's important that you and all prospective employees, agents, and/or persons intending to represent your business at Market read over this handbook in its entirety to ensure your business/booth is first and foremost eligible to apply and remains compliant with all policies and procedures to avoid infractions and potential expulsion.

Thank you and welcome to the 2024 Black Mountain Tailgate Market Vendor Handbook!

Please don't hesitate to reach out if you have any questions!

Sincerely,

The Black Mountain Tailgate Market Board and Management

## **About**

The Black Mountain Tailgate Market is a “producer-only” market, meaning that vendors are required to offer items that they grow and make. Exceptions may be considered and made on a case-by-case basis, for items that cannot be produced locally, such as coffee, chocolate, olive oil, fair-trade products, and/or products that support farmers in marginalized communities. This policy allows our customers to invest in ethical and sustainable products and to develop honest relationships with the people who produce their food!

We enthusiastically welcome makers of items that contribute to sustainable production and living, or reducing disposable items and waste: environmentally-friendly cleaning products and items for the home, reusable and durable replacements for disposable items, and products made from recycled or repurposed materials.

## **A Brief History**

On a summer morning in 1994, Mary Soyenova and Renate Rikker set up tables outside of the Black Mountain Town Hall - *selling produce to just five customers.*

While Farmer’s Markets were plentiful across the United States, there was only one market (North Asheville Tailgate Market) in the area. With an abundance of produce, the blessing of the Black Mountain-Swannanoa Chamber of Commerce, and a hand-printed sign, the duo opened the Valley Tailgate Market at the corner of Montreat Road and State Street - which is now Town Square.

While locations and management have changed over the years, the heart of Black Mountain Tailgate Market and our goal of contributing to a thriving local economy and cultivating a sense of connectedness in our community very much remains the same.

This year, we are delighted to celebrate our 30th year in operation.

## **Mission**

The mission of Black Mountain Tailgate Market is to provide a platform for farmers, food producers, and artisans to sell their products directly to consumers in a friendly, family-oriented environment; to provide inclusive and engaging educational programming centered around health, wellness, sustainability, and nutrition; to promote food equity through food access programs; and to support local farms, artisans, and collaborating non-profit organizations through charitable donations.

## Vision

The Black Mountain Tailgate Market was created to provide a cooperative and organized marketing alternative for small-scale agricultural and specialty products. We strive to improve the variety, taste, and freshness of products available to customers in Western North Carolina.

We intend to build strong relationships between consumers and Vendors by insisting on honesty and transparency in all aspects of the creation of products. We believe that healthy economies start from the ground up and that there are inherent benefits for the customer, producer, and community when food is grown, purchased, and consumed locally.

The goal of the Black Mountain Tailgate Market is to cultivate, nourish, and build community by bringing together farms, local businesses, families, and organizations to encourage investment in the ecological and economic movement of “buying local.”

TO SUPPORT	TO BUILD	TO CONNECT	TO ENSURE
Local food growers and artisans by increasing the visibility of their brands and products.	A resilient local economy by connecting local producers and consumers.	Our community to sustainable agriculture and local food through multi-sensory educational programming.	The health and well-being of our community by expanding access to nutritious, locally grown food.

## 1. APPLICATION PROCESS

All Vendors, returning and new, must complete the application process for each Market season including submission of all required paperwork, product images, company logo (if you have one), and payment of all applicable fees. Vendors are required to submit a complete list of all products they wish to sell at the time of application. Vendors are carefully screened and share a commitment to creating a diverse Marketplace with the highest quality North Carolina-produced products available. Black Mountain Tailgate Market (BMTM) reserves the right to deny a Vendor application, prohibit anyone from selling at the Market, and/or prohibit any product from being sold at the Market. All Vendors must go through the following application process to be eligible to join the Market:

- Meet the Market Standards.
- Agree to and have a clear understanding of BMTM Rules and Regulations set forth in this document.
- Submit an online [Vendor Application Form](#).
- Submit a [Day Vendor Date Request Form](#).
- Participating FOOD Vendors must sign a [Vendor Agreement](#) to accept SNAP and SNAP Incentives
- Pay a yearly, non-refundable Application, Promotion and Administrative Fee of \$20 (integrated into the Day Vendor Fee the first Market of the 2024 Season). This fee funds marketing and promotions, as well as other key administrative costs.

You will be notified by email if your application for the current season has been approved, or denied, or if further screening is required.

***\*\*\*Throughout the Market season, a Market representative may provide one or more assessment(s) of the Vendor's company and offer business support advice to accelerate the Vendor's development and maintain Market quality standards and expectations.\*\*\****

## 2. GENERAL ACCEPTANCE CRITERIA

Priority for stall space assignments shall be given based on (but not limited to) a weighted average of the following factors:

1. 100% Vendor-grown or raised or produced or created products/items/pieces. Exceptions may be considered and made on a case-by-case basis, for items that cannot be produced locally, such as coffee, chocolate, olive oil, fair-trade products, and/or products that support farmers in marginalized communities.
2. Food is grown or raised using environmentally responsible, healthful, and humane methods.
3. Food safety compliance by adhering to the highest standards in safe food production and handling including all federal, state, and local regulations. Vendors must clearly display required licenses and certifications to customers.
4. Products made from Market purchased items and/or North Carolina-produced fresh and healthful ingredients.
5. History of compliance with Market Rules and Regulations.

6. Conduct, compliance, and strong customer service skills.
7. History of positive interactions with customers, fellow Vendors, Market staff, and volunteers.
8. Timely submission of all Market correspondence.
9. Billing and payment history.
10. Consistent high-quality product.
11. Clean and attractive displays.
12. Products that are unusual, unique, sustainable or eco-friendly in nature, or not adequately represented at the Market.
13. Record of attendance.
14. Consumer demand.
15. The number of years selling at the Market. Seniority does not guarantee approval or space but is a factor considered during the approval process.
16. Market commodity mix.
17. No Multi Level Marketing (MLM) businesses.

### 3. GENERAL VENDOR REQUIREMENTS

1. All Vendor companies must be pre-approved to attend the Market.
2. A 10 ft. by 10 ft. canopy is generally required for all Markets. **Exceptions:** *Physical Limitations, Food Truck, Bus, Trailer. Larger canopies and/or vending without a canopy require pre-approval by management.*
3. Vendor companies are responsible for all necessary materials, equipment, and components of their display.
4. Vendors are required to post an identification sign (at least 12” x 24”) in a prominent place stating the Vendor’s business name and location.
5. Permit inspections of his/her farm or growing site(s) or kitchen/workshop/studio/space, to assure compliance with the Rules and Regulations of the Market.
6. Knowledge of and compliance with all federal, state, and local regulations regarding the production, labeling, display, and sale of all products at the Market is the responsibility of the individual Vendor. All Food Vendors must have a thorough knowledge of the requirements set forth by the North Carolina Department of Agriculture.
7. Compliance with all codes and regulations of the State of North Carolina, Buncombe County, and the city of Black Mountain is required. These codes and regulations will also apply to the preparation of foods on site including food samples.
8. Vendors are expected to comply with all required government regulations that may be in effect for activities at the Market. These include food safety and health rules applicable to samples, food displays, statements about being organically grown, grass-fed, eggs, etc.
9. Vendors must provide management with copies of all permits and licenses applicable to the sale of their products. Some examples are: nursery licenses for bedding plants, organic

certification, scales, meat seller licenses, and licensed kitchens for processed foods. Vendors are responsible for using a “legal for trade” scale that is certified each year.

10. All appropriate documentation must be available in the Vendor’s booth at the Market as required by NC State law.

11. Food Vendors are responsible for providing proper product liability insurance as is required by the state of North Carolina. Product liability insurance is necessary because customers may have an allergic reaction or illness due to some chemical residue, product acidity, food spoilage, or other food-safety related issues.

12. As a condition of being a Vendor, you and/or your company, agree to release and hold Black Mountain Tailgate Market, its host, First Baptist Church Black Mountain, and employees harmless and volunteers from all claims related to or arising from your company’s attendance at Market.

13. BMTM is not responsible for any loss or damage incurred by Vendors.

14. Before selling any products and/or setting up a booth for the purposes of engaging with the public at BMTM, all Vendors and non-profits must have pre-approval from management.

15. Vendors with propane-operated equipment in their booths are required to have a suitable fire extinguisher easily accessible in their booth at all times.

## **B. BOOTH FEES**

Vendors will be charged according to their Tier Level. Standard stalls are 10’ x 10’ each and Vendors may rent up to two stall spaces per Market day. Limited space is available for busses, food trucks, and trailers, and will be charged the standard stall space price.

**Day Vendor fees can be paid through Square invoicing, Cash, or Check and must be prepaid by the Tuesday Prior to each market.** Checks returned for insufficient funds will be charged a \$25 fee. Vendors are responsible for their weekly payments. Vendors may be charged an additional fee for late payments.

First-year Vendors will be subject to a four-week, or four-market probationary period in which the Market Manager will evaluate products and vendor conduct so as to promote a product mix suitable to the community we serve. The new Vendor probationary period assesses a Vendor’s suitability for the Market. Likewise, the probation period is an introduction process and an opportunity for new Vendors to get acquainted with the Market and decide if it is right for them. The Market Manager will use this information to evaluate further scheduling into the 2024 season.

***2024 Market Season: 29 total Markets (May 4 - November 16)***

- **Member Vendor:** (20 plus Markets) **\$350, for one booth space, per season, plus a donation to our Host Organization, First Baptist Church.**

*\*\*\*Dues must be paid at the Member Vendor Meeting. Members may not*

*participate in the market until dues are paid. Member Vendors who do not meet the minimum attendance will be considered Day Vendors. \*\*\**

- **Day Vendor:** (1-29 Markets):
  - **\$20 non-refundable application, promotion, and orientation fee.**
  - **\$30 for one booth space (processing fees apply), per each subsequent Market.**

Day Vendors will be billed via SQUARE one week prior to market in accordance with the approved dates. Approved regular Day Vendors will be billed in batches via square, and *must pay in advance no later than the Monday before the scheduled Saturday Market.*

- **Former Member Vendors** who are approved to attend may receive a 50% discount.

### **C. ELECTRICITY**

As a general rule, electrical access cannot be provided to Vendors.

### **D. CANCELLATION FEES**

Except in emergencies, i.e. serious illness, accidents, family or crop crisis, and other instances deemed to be a legitimate emergency by Management, Day Vendors will be responsible for their reserved booth fee as well as a \$30.00 cancellation fee if Management is not informed of a cancellation by 5 pm on the Wednesday prior to that Saturday's Market. The cancellation fee policy also applies to "No Show" Vendors. Your cancellation fee and booth fee will be invoiced and due immediately. See Section 11 for cancellation procedures.

### **D. LATE FEES**

Invoices not paid in a timely manner may be subject to late fees.

## **4. MARKET CURRENCY**

### **A. CASH AND CREDIT SALES**

Vendor companies should have enough small change on hand to accommodate cash sales and should also acquire a point of sale (POS) or point of purchase (POP) system, which allows for credit and debit sales. Management uses a POS system called Square. Square card readers for smartphones are FREE. Square can be used with a smartphone or tablet and allows you to accept payments easily, quickly, and securely. Management cannot act as an ATM for Vendors or customers.

### **B. SNAP/EBT SALES**

1. All Vendors, including employees, are required to understand the rules of acceptance for SNAP and SNAP Incentives currency. These programs are essential to create greater

access to the Market and to increase sales for Market Vendors. The sale of ineligible items with SNAP and SNAP Incentives currency is illegal and risks the Market's ability to administer these necessary programs.

2. SNAP customers are able to use their EBT cards to purchase eligible food at the Market.
3. SNAP-eligible customers are able to purchase \$1 tokens at the Information Booth with their EBT/SNAP cards. These tokens are then used to purchase eligible foods at the Market. Other local markets issue SNAP tokens so it is critical for BMTM vendors to only accept BMTM's tokens. BMTM cannot reimburse you for tokens with another market's name on the token.
4. \$1 tokens may never be given as change for any Market purchases for any reason.
5. Absolutely no price gouging.

When possible, please work with SNAP customers to modify purchases to reach a whole dollar value.

**SNAP tokens can ONLY be used to purchase the following:**

- Household foods: fruits and vegetables; meat, poultry, and fish; dairy products; bread and cereals
- Bakery cakes, cookies, and pastries
- Spices and condiments for cooking
- Drinks are ONLY eligible if they are sealed and meant for home consumption. This includes juice concentrate (i.e. elderberry syrup)
- Seeds and plants for FOOD plants ONLY (plants that will later be harvested for food)

**SNAP tokens CANNOT be used for any of the following:**

- Hot coffee, cider or tea
- Any and all nonfood products including pet food, crafts, hygiene products, etc.
- Alcohol or CBD products
- Hot food prepared to eat on site, such as food truck foods or any ready-to-eat food prepared off-site (any food cooked before or after purchase)
- Supplements, vitamins, first-aid products
- Inedible gourds or pumpkins
- Gift baskets that contain both food and nonfood items when the value of the basket consists of over 50 percent nonfood items

If a vendor attempts to turn in SNAP tokens for reimbursement when he or she does not have SNAP eligible items for sale, the amount will not be reimbursed. This is in accordance with federal law.

**C. SNAP Incentives SALES**

Thanks to the Appalachian Sustainable Agriculture Program, better known as ASAP, BMTM will offer SNAP Incentives (Farm Fresh Bucks), which is a program that doubles the amount of money that SNAP customers can spend to purchase North Carolina-grown fruit and vegetables at participating markets.

- SNAP customers receive SNAP Incentives (SNAP Incentives) tokens with their SNAP token purchase.

- SNAP purchases are matched dollar for dollar up to \$20 per day.
- SNAP Incentives tokens can ONLY be redeemed for North Carolina fruits and vegetables with participating Vendors.
- Participating Vendors must sign a [Vendor Agreement](#) before accepting SNAP Incentives tokens.
- \$1 tokens may never be given as change for any Market purchases for any reason.
- When possible, please work with SNAP Incentives customers to modify purchases to reach a whole dollar value.

#### **D. SNAP AND SNAP Incentives TOKEN REDEMPTION**

Vendors should bring their SNAP and/or SNAP Incentives tokens to the Information Booth by the close of the Market for redemption. The Market will not accept token amounts smaller than \$20.00. Tokens should be divided separately by \$1 SNAP tokens, and \$1 SNAP Incentives tokens and counted before arriving at the booth. Each form (included in your SNAP packet, should clearly state the name of business, date, name of person filling out the form and the number/type of tokens you receive.

Vendors will receive reimbursement checks via Automatic Deposit on bi-weekly basis. If the Vendor is not returning to the Market or upon request, the check will be mailed to the address on file with BMTM or be delivered in person. *Any \$1 tokens used to purchase ineligible items will be retained by BMTM without reimbursement.*

#### **E. MARKET BUCKS REDEMPTION**

In 2024, BMTM will reincorporate the use of Market Bucks into the Market as a means of outreach and promotion. Vendors should bring their Market Bucks to the Information Booth by the close of the Market for redemption, only after reading the [Market Bucks Memorandum](#). All reimbursements for Market Bucks will be made on a bi-weekly basis.

### **5. STALL SPACE ASSIGNMENT AND APPEARANCE**

#### **A. BOOTH SPACE ASSIGNMENT**

1. Day Vendor stalls are assigned by Management and may vary from week to week. Vendors must accept the stall space assigned by Management.
2. Booth reservation does not indicate permanent or preferred placement.
3. All Vendor stalls are 10'x10' each. Vendors may rent up to two stall spaces per Market day with Market Manager Approval. Management from time to time may rent to a Vendor more than two stall spaces for the enhancement of the Market.
4. A Digital Market Map is sent out no later than Friday morning before each Market and reflects the Vendor's Booth assignments that week. It is also available on the BMTM website. It is the responsibility of every Vendor to check the map before the Market to see where to set up.

5. Due to late cancellations and “No Shows”, changes in stall assignment may occur so as to facilitate a proper product mix.
6. Vendors may not sublet or share stall space with other Vendors or another company/organization that might be considered an eligible Vendor unless approved by the Market Manager.
7. The number of approved Vendor stall spaces for each category of products shall be set by Management.
8. Space dimensions and assignments must be respected. Expansion will require the approval of the Market Manager.

## **B. VENDOR BOOTHS**

1. A 10' x 10' canopy is suggested but not required for all Markets. Exceptions include buses, food trucks, and trailers and exemptions due to physical limitations. Larger canopies require pre-approval by Management and may require additional fees. Vendors are responsible for ensuring that canopies are adequately weighted during inclement weather.
2. All canopies must be weighed down with no less than a total of 80 lbs of weight. 20 lbs for each leg of the canopy.
3. Vendors are required to post an identification sign (at least 12” x 24”) in a prominent place stating the Vendor’s business name and location.
4. Signage including product prices, Vendor identification, and industry certifications must be clear and visible. All items for sale must be clearly marked with the retail price. Prices may be posted on the product or posted as a list of prices on a large sign or board. False advertising and dishonest marketing strategies are forbidden and will result in immediate expulsion. Absolutely no price gouging.
5. Vendors must display their products neatly and attractively, with consideration for the other Vendors and the public. A well-thought-out display is a great strategy for increasing sales.
6. Vendors shall only display or advertise items that have been approved for sale. All products offered for sale at the Market must be pre-approved by Management.
7. Vendors are responsible for keeping their space clean and attractive during Market hours.
8. Vendors with propane-operated equipment in their booths are required to have a suitable fire extinguisher easily accessible in their booth at all times.
9. Booth disassembly is generally not permitted until the market closes. Vendors wishing to leave early may do so only in case of emergency or with approval from the Market Manager.

10. Vendors must clean up their stall space after the Market closes, including sweeping up any debris and removing all trash. All trash generated by Vendors must be removed at the end of the day for off-site disposal. On-site trash receptacles are for customer use only.

11. Booth spaces may not be sublet.

12. Booth Spaces will be assigned when the market map is released but are subject to change so as to ensure a well-laid out, easily navigable and attractive Market Map. Vendors must be willing to reconfigure their space to adapt to the vendor booth spot they are placed on the day of each market.

13. As requested by our Host Organization, First Baptist Church, permanent markers may not be used to delineate vendor booth spaces. Each space will be marked with white marking paint. When setting up, we ask that each vendor double check their booth space to make sure that markings are visible.

14. Products sold by weight must be weighed on a scale that is 'legal for trade' or 'trade approved'. In summary, this means that the scale has undergone a stringent set of tests to ensure it is sufficiently accurate and fit for purpose.

## **6. VENDOR CONDUCT AND APPEARANCE**

Together, we *are* the Black Mountain Tailgate Market! We must work collectively to maintain a professional and engaging sales foundation that works for all of us. Furthermore, it is our combined responsibility to deliver an inviting, friendly, and fun experience for our customers.

Customer interactions and relationships are of vital importance to ensuring that your goals and objectives are met and are equally important to the overall Market's success. Conduct by Vendors that is detrimental to the reputation or operation of the Market is not permitted. Any difficulty experienced with customers or other Vendors should be promptly reported to Management. Vendors who do not comply with the standards of conduct as outlined herein may be subject to discipline as set forth in Section 15 of this document.

### **A. CODE OF CONDUCT**

1. Vendors will in no way cause detriment to other Vendors and are expected to always conduct themselves professionally, behaving courteously toward Market staff, customers, other Vendors, and Board Members.

2. Vendors are not permitted to disparage other Vendors or products. All complaints about other vendors, board members, or the BMTM board, should be brought to the attention of the market manager *after market hours* in an email for documentation purposes.

3. Black Mountain Tailgate Market does not tolerate targeting, discrimination, intimidation, or harassment of any kind.

4. No religious or political campaigning is permitted. All signs, clothing, stickers, symbols, etc. that could be deemed by management to be political or advancing one's political ideology are prohibited. This zero-tolerance rule applies to Vendors, products, and guest

organizations unless otherwise permitted by the Market Manager and Board.

5. Behavior such as interfering with other Vendor company sales, shouting, fighting, selling products in an aggressive way, or “hawking” detracts from the friendly atmosphere of the Market and will not be tolerated. Hawking can be defined as yelling, barking, or screaming to promote your product.

6. Any activity considered to be damaging to the Market’s friendly and inclusive atmosphere (as determined by the Management) can result in that person or persons’ immediate expulsion from the Market.

7. Vendors are responsible for the actions of their representatives, employees, agents, and family members.

9. Vendors are not allowed to smoke within the Market area at any time. Vendors may *only* smoke in the designated Smoking area behind the fenced area on Midland ave or at Black Mountain Primary.

10. Tobacco products may not be sold, consumed, or advertised at the Market.

11. Product dumping is not allowed. Predatory pricing or pricing products far below the cost to produce them will not be allowed. Competition is good for everyone, but undercutting potential sales for other Vendors could destroy the Market’s viability. Please take time to know your production costs and set your prices at a fair market value. Upon request, Management is available to help you navigate your organization’s production costs and product pricing.

12. Vendors believed to be under the influence of drugs and/or alcohol and behaving in an unprofessional manner may have their permission to sell at BMTM revoked.

13. Black Mountain Tailgate Market provides Equal Opportunity to all approved Vendor companies and prohibits discrimination and harassment of any kind. BMTM is committed to the principle of this opportunity for all Vendors and to providing our Vendors with a Market environment free of discrimination and harassment. This is a zero-tolerance rule of conduct.

## **7. FOOD SAFETY AND SAMPLING**

Retail food sales are regulated by the [North Carolina Department of Agriculture and Consumer Services](#). It is essential that the food sold at BMTM is produced and processed according to the relevant governmental rules, regulations, and guidelines. Not only will this ensure products that are as safe as possible, it will also assure our customers that your business, as well as the entire Market, has product quality and safety in mind.

### **A. FOOD SAFETY**

- All foods on display must be stored and effectively protected from contamination and sold in a sanitary manner. Food should be stored off the ground and protected from rain or other environmental contaminants.

- No bare-hand contact with ready-to-eat food is allowed. Use gloves, deli tissue, spatulas, or other dispensing equipment to handle food, rather than bare hands.
- See [North Carolina Department of Agriculture Food Safety](#) requirements for more Food Safety relevant to your products.

## **B. FOOD SAMPLING**

1. Food Sampling is allowed if certain conditions are met. There is no limit to the number of times per year that samples can be offered. Any food product legal to sell can be sampled.
2. Samples must be served individually. This can be on plates, in cups, on toothpicks, or another appropriate method.
3. A trash receptacle should be available for customers to dispose of any trash.
4. Access to samples must be controlled so customers cannot touch any sample they will not be consuming.
5. Samples must not be exposed to insects or other environmental contaminants.
6. Sampling must occur under cover. If the Market itself is not under a structure, a canopy, tent or umbrella is adequate.
7. Vendors must provide a hand washing or sanitizing station for use by the public.

## **8. INSPECTIONS**

Annual inspections may be conducted with Market Vendors to help assure products meet requirements and aid in identifying steps toward overall Vendor and Market improvement.

Our goal is to be a valued catalyst for the advancement of small-scale, locally focused businesses by serving both Market Vendors and the community equally. As such, Management reserves the right to inspect any Vendor's production facility, farm, studio, or workshop/space.

The primary purpose of an inspection is to determine whether the Vendor is in fact complying with Market Standards and Rules and Regulations. Inspections are also used to gather marketing/promotional content. All new Vendors may be inspected prior to approval.

## **9. INSURANCE REQUIREMENTS**

All Food Vendors are required to carry Liability Insurance.

Your food business faces a unique set of risks that require a unique set of coverage.

Vendors can get liability coverage completely online through the [Food Liability Insurance Program](#) (FLIP). All they need is to fill out the online application form, pick the coverages, and checkout. From there, vendors will have access to their proof of insurance certificate and can add additional insureds. Vendors can add an additional insured, such as a farmers market to their policy and coverage can extend to the market if any claims occurred during the event. FLIP's insurance programs provide business owners like you with the personal and affordable coverage you need to protect you and your business from the pricey cost of claims.

ACT (Artists, Crafters, and Tradesmen) annual policy provides you with the necessary coverage to sell your products in person at your store, at a show, or at the market, as well as to anyone online.

## **10. MARKET DAY ARRIVAL AND DEPARTURE PROCEDURE**

### **A. ARRIVAL PROCEDURE**

- Loading procedures for each market go out 1 day prior to each market via email.
- Arrival and setup begin at 7:30 AM prior to the Market opening. All Vendors must be set up and ready for business by Market opening time.
- Vendors may unload in designated loading zones.
- Vendors who are assigned stall space in the middle of the Market Space are expected to unload all supplies and products near their designated space, park vehicles, and then return to unpack products and set up the booth space.
- Day Vendors *may not* park directly behind First Baptist Church unless given permission by the Market Manager - These parking spaces are reserved for Member Vendors and Disability Parking.
- Vendors may not drive into the Market Space through the main entrance, as mandated by our Host Organization, First Baptist Church.
- Vendors arriving less than 30 minutes prior to Market opening are considered late. Late arrivals may not be allowed to set up and must have permission from Management prior to setting up.
- Vendors are required to park Behind Black Mountain Primary, FBC South Lot, or Town Hall, leaving the closest parking spots for customers. Parking spaces in the North Lot on the corner of First Street should be considered customer parking and should not be used by Vendors.
- Day Vendors may not park behind the Community Garden on Midland Avenue, as mandated by First Baptist Church. This area will be designated for Member Vendors as well as disability parking. Otherwise, this area is closed to the public to facilitate pedestrian traffic.

### **B. DEPARTURE PROCEDURE**

- Vendors may not break down and/or load up products, materials, and equipment before closing time.
- Booth disassembly is not permitted until the Market closes unless a Vendor is scheduled and approved for Early Departure - participating until 12pm. Exceptions may be made in case of emergency (see Management) or with adequate notice.
- Vendors must clean up their stall space after the Market closes, including sweeping up any debris and removing all trash. All trash generated by Vendors must be removed at the end of the day for off-site disposal. On-site trash receptacles are for customer use only.

## **11. RESERVED DATE ADDITIONS OR CANCELLATIONS**

When selling at BMTM, Vendors are operating as small businesses. The strength of any Market depends on the presence and conduct of Vendors, the appearance of booths, and the diversity and presentation of products.

As with any business, customers must be able to count on Vendors being present at the Market. Consistent goods and product availability means consistent customers shopping for those goods

and products. Continuity and reliability are critical to sales in addition to gaining a regular customer base.

## **MARKET STALL CANCELLATION FEE POLICY**

Except in emergencies, i.e. serious illness, accidents, family or crop crisis, and other instances deemed to be a legitimate emergency by Management,

*\*\*\*Vendors will be responsible for their reserved booth fee as well as a \$30.00 cancellation fee if Management is not informed of the cancellation by 5 pm on the Thursday prior to that Saturday's Market. The cancellation fee policy also applies to "No Show" Vendors. Your cancellation fee and booth fee will be invoiced and due before the next Market date. If not paid in full, your scheduled booth space may be forfeited.\*\*\**

## **DATE CHANGE AND CANCELLATION PROCESS:**

Reserved date additions and cancellations should be sent to the Market Manager at [BlackMountainTailgate@gmail.com](mailto:BlackMountainTailgate@gmail.com)

## **12. NEW PRODUCT SUBMISSIONS**

Before selling any new products, Vendors must have pre-approval from Management. New product submissions should be requested in writing a minimum of one week before the Vendor wishes to sell the product by emailing Management at [BlackMountainTailgate@gmail.com](mailto:BlackMountainTailgate@gmail.com)

The request should include a complete description and pictures of the product(s) if available.

Management will let you know if your new product submission is approved or not.

## **13. WEATHER CANCELLATION POLICY**

1. BMTM is a rain-or-shine Market. *We will not cancel a Market due to weather unless the Board and Management determine that it will be unsafe for Vendors and attendees.*
2. The Market Manager will strive to announce cancellations 48 hours in advance of the scheduled market, though this time frame may not always be possible in weather-related scenarios.
3. Vendors are expected to be prepared for predictable weather circumstances (heat, chill, rain, wind).
4. Vendors will forfeit their Booth fees if they choose not to participate because of the weather. ("No Show" Vendors will be charged the Cancellation Fee as described in Section 11.)

## **14. MARKET SAFETY AND SECURITY**

Below are some basic precautions everyone should take to maximize safety and security efforts.

- All vendors should be familiar with the [Site Map](#) and surrounding areas.
- Vendors must exercise extreme precaution when entering the market grounds. All vendors must drive slowly and yield to pedestrian traffic.

- Vendors are responsible for ensuring that canopies are adequately weighted to prevent movement in wind and inclement weather. Each leg of your canopy must be weighed with 20lb weights on each leg of the tent for a total of 80lbs.
- All suspicious people who seem to be loitering before the Market opens or after it closes should be reported to the Market Manager or a Board Member.
- Be alert. Safety and security are everyone's responsibility.
- During your time at the Market, you may be in a situation where you must confront a suspicious person. Tactfully and politely greet the individual and offer your assistance if appropriate. (ie. "Welcome to the Market! Can I help you?") If the person is there for legitimate reasons, he or she will appreciate the attention that you show them. Someone who is not there for good reasons does not want attention drawn to them.
- If you feel uncomfortable talking to a suspicious person or if your suspicions continue after making contact, report the situation to Market staff immediately. If you are alone at your booth and do not feel comfortable stepping away, please ask a Market neighbor to assist you in alerting management at the information booth or reach out by phone: (828) 419-4613
- Never leave your booth unattended. If one person is operating your business at the Market, ask an adjacent Vendor to keep an eye on things while you are away. Keep in mind, they are also working and engaging with customers, so be sure to lock up valuables such as tablets, smartphones, credit card swipers, and your cash box before you leave.
- Throughout your time at the Market, keep your items organized. Keeping your things organized makes it easier to notice if something is wrong or out of place.
- Greet each customer. Establish eye contact and remember their general appearance. Good customer service can discourage thieves. This attention to detail conveys control and puts people on notice that they have been observed and can be identified later.
- It is also important to consider security outside of your booth. Always lock your vehicle and do not leave items in plain view inside your vehicle.

## **15. DISCIPLINE OR REMOVAL OF AN APPROVED VENDOR**

A Vendor may be removed or suspended from the Market or have selling privileges at the Market conditioned, modified, limited, or terminated at any time by Management. Vendors who are in violation of any federal, state, local, or Market Rules and Regulations will be subject to the following:

1. Whenever Management believes a Vendor has violated any of the Market's Rules or Regulations, the Vendor can expect a verbal or written warning or may be issued a Notice of Suspension.
2. Management may suspend, for any period deemed appropriate, the permission of any

Vendor to attend the Market.

3. Management may also refer the matter to a governmental agency with jurisdiction over the subject at issue.

5. A Vendor whose permission to sell has been suspended, or a Vendor or applicant aggrieved by a decision of Management may file a *written request* with BMTM requesting reconsideration of a determination made by Management. The person requesting reconsideration shall file the written request within the (10) days of the adoption of Management's determination. If no person files a timely request, Management shall not take any action pursuant to this action, pursuant to this section, and Management's decision shall be considered final. If a timely request for consideration has been filed, at the next available meeting (the meeting may be in the form of a conference call) Management shall consider the request for reconsideration and shall receive any oral or written testimony. Management's decision shall be final.

6. Whenever Management determines that an immediate suspension of a Vendor's privilege to sell at the Market is necessary to preserve the Market's reputation, consumer health, safety or welfare of customers, other Market Vendors, staff, or the general public, Management may suspend a Vendor's right to sell. Such suspension shall be effective immediately. Management may provide the Vendor with a notice of suspension stating the date, time, and place of a possible hearing (the hearing may be in the form of a conference call) on the suspension. Thereafter, the hearing procedures detailed above shall be followed.