



**2011  
VENDOR INFORMATION PACKET  
&  
APPLICATION**



## **WACCAMAW MARKET CONSORTIUM GUIDELINES**

~2011~

### **Mission and Goals**

The Mission of the Waccamaw Market Consortium is to improve the economic viability of Horry County's rural and urban communities through establishment and operation of networked seasonal farmers markets. Each market seeks to create an authentic and unique atmosphere that provides a plentiful variety of fresh local produce and other complimentary shopping opportunities. We pledge to assure that each market is well-managed, offers educational experiences and maintains the highest quality possible. We will be creative by offering venues such as cooking demonstrations, music, and other activities to draw people from as wide an area as possible. Our marketing strategy will be to compliment not compete with the supporting business community. Our ultimate goal is to enhance and assure the economic sustainability of our agricultural heritage.

### **Market Rules for Conway Farmers' Market, Loris Farmer's Market and NMB Farmer's Market**

#### **A. Dates of market/s:**

The **Conway Farmer's Market** will open for seasonal operation, May 7, 2011 and run through October 2011 unless otherwise specified by the Waccamaw Market Consortium Board of Directors.

The **Loris Farmer's Market** will open for seasonal operations, April 30, 2011 and run through October 15, 2011 unless otherwise specified by the Waccamaw Market Consortium Board or participating sponsor organizations

The **North Myrtle Beach (NMB) Farmer's Market** will open for seasonal operations, May 10, 2011 and run through October 2011 unless otherwise specified by the Waccamaw Market Consortium Board or participating sponsor organizations

#### **B. Times for market sales:**

##### **Conway Farmers Market: Saturdays**

The Market will open each Saturday at 8:00 a.m. and close at 1:00 p.m. unless otherwise determined by the WMC Board and /or acting site manager. Vendors must arrive in time to be ready to sell at the official opening time. Approved vendors may set up after 6 a.m. and shall be completed by 8:00 a.m. Vendors must check in with the Site Manager upon arrival and will be directed to an assigned or open available space.

##### **Loris Farmers Market: Thursdays**

The Market will open at each Thursday at 2:00 p.m. and close at 6:00 p.m. unless otherwise determined by the WMC Board and /or acting site manager. Vendors must arrive in time to be ready to sell at the official opening time. Approved vendors may set up after 1 p.m. and shall be completed by 2:00 p.m. Vendors must check in with the Market Manager upon arrival and will be directed to an assigned or open available space.

##### **North Myrtle Beach (NMB) Farmers Market: Tuesdays & Fridays**

The Market will open at each Tuesday at 3:00 p.m. and close at 8:00 p.m. unless otherwise determined by the WMC Board and /or acting site manager. Vendors must arrive in time to be ready to sell at the official opening time. Approved vendors may set up after 2 p.m. and shall be completed by 3:00 p.m. Vendors must check in with the Market Manager upon arrival and will be directed to an assigned or open available space.

The Market will open at each Friday at 8:00 a.m. and close at 1:00 p.m. unless otherwise determined by the WMC Board and /or acting site manager. Vendors must arrive in time to be ready to sell at the official opening time. Approved vendors may set up after 7 a.m. and shall be completed by 8:00 a.m. Vendors must check in with the Market Manager upon arrival and will be directed to an assigned or open available space.

No sales are allowed before the opening time or after the closing time. **Orders may be taken prior to market day, but shall not be filled until after the opening bell.** For example: if a customer orders a bushel of tomatoes prior to market day, the vendor may set back or reserve the tomatoes, but the vendor may not take money or hand over the tomatoes to the customer until after the opening bell. An early pick-up schedule may be established for pre-ordered items and bulk purchases subject to coordination by the Market Manager.

- C. **Vendor attendance/Late arrival:** Vendors must notify the Market Manager 24 hours in advance if they are unable to attend any Market for any reason. This is to allow for ease of vendor placement. In emergency situations (such as illness, death, or vehicle problems) vendors should contact the Market Manager via telephone. After the opening bell rings, vendors must be at their tables prepared to sell, so as to prevent disruptive behavior such as carrying of products across the Market or moving vehicles during times customers are present.
- D. **Producer-Only rules and exceptions:** The goal of the Waccamaw Market Consortium is to support local agriculture in Horry and surrounding counties. As such, all products displayed should be produced by the producer-vendor who sells them. A producer-vendor may be a sole proprietorship, partnership, cooperative or corporation.

Exceptions can be made to the local producer rule on a case by case basis for products that are not available within the local area. These cases must be brought to the Market Manager and/or Board of Directors for approval on a weekly basis.

**“Local”** in this case means within a one hundred and fifty (150) air mile radius of Conway, SC, with preference given to producer-vendors closest to Horry County.

**“Vendor”** may be the actual producing individual, an immediate family member, another producer member, staff or employee of the producing individual’s farm.

- E. **Allowable products:** Producer-vendors shall submit a product plan with their application at the beginning of each season, indicating the crops and products they plan to sell at the Market.

Products should fall into one or more of the following categories:

1. **Vegetables/Fruits/Herbs** grown by the farmer/grower, including mushrooms. No more than 50% of a vendor’s total product mix should come from another “local” farm. The same applies to dried fruits and vegetables.
2. **Fresh baked goods** from scratch (not store bought mixes), using “local” seasonal ingredients in at least 25% of the products for sale. Eggs, fruit, herbs, vegetables, or meat used as ingredients in the baked goods must be grown by the producer or purchased from a “local” grower. (Example - if blueberry muffins are sold the blueberries and eggs must be “local” for the muffins to be an allowable item.)
3. **Cheeses** or other value-added products from milk produced on the producer-vendor’s farm or purchased from “local” dairy farms. All dairy products must be pasteurized and in accordance with state and county health codes.
4. **Cut flowers** which were grown on the grower’s own farm or greenhouse.
5. **Eggs** which are from the producer-vendor’s own poultry.

6. **Jams, honey, maple syrup, and other value-added products** which are freshly made from scratch by the vendor (not using store-bought mixes), using seasonal ingredients from their farm or another “local” farm. Processing must comply with local and state health codes. (See note at the end of rule number 5.) Sauces, salsas, canned vegetables and fruits must be processed by a licensed processing facility. Cider or other juices must be produced from the producer-vendor’s own fruits or that of other “local” producers, but may be processed off-farm. Vendors should be prepared to provide the Market Manager with the name and contact information of the processing facility when asked.
7. **Soaps/Candles/Body Care products** which are hand-crafted using seasonal ingredients from their farm or another “local” farm. Any herbs (or their essential oils), milk, honey, or other natural products included in the products should be grown by the producer vendor or purchased directly from another “local” producer. Candles and soaps should be naturally-based from a product grown in the “local” area (milk, honey, etc., NOT soy or other product of unknown origin).
8. **Meat** from livestock raised by the producer-vendor and which has been processed at a federally-inspected facility. Fish/Shellfish which are raised by the vendor may be sold, provided that they are processed and sold according to state and county health guidelines.
9. **Woodcrafts** (including birdhouses, arbors, planters, or other garden accessories) which are handcrafted by the vendor from wood grown on her/his farm or that of another “local” producer (preferably from trees native to the region).
10. **Wools and pelts/fleeces** which are from the farmer’s own animals. Wool and yarn should be spun by the producer-vendor. No more than 25% of non “local” fibers may be added to the yarn during spinning. Carding, cleaning, and processing of pelts may be done off-farm, but the vendor should be prepared to provide the Market Manager with the name and contact information of the facility when asked.
11. **Potted plants, shrubs, or annual bedding plants** which are raised from seed or cuttings, NOT purchased plugs that are repotted for re-sale.
12. **Straw, hay, compost, or other agricultural products** which are produced by the producer vendor.
13. Artisan Crafts produced by vendors with their own hands. A majority of the tools and equipment used by the crafter to produce their products must require skill, person handling and/or guidance by the crafter. **No commercial items, no imported items, no manufactured items, and no second hand items may be resold by crafters.**

Acceptable items include: herbal products, garden art and furniture, pottery, candles, botanical and floral products, abused metal work, wrought iron garden art, and crafts made from agricultural materials such as goats’ milk, eggs, and beeswax. Items such as photographs, paintings, etc. will be considered on an individual basis with regards to subject matter and space availability.

Items must be original, unique, actual work of the crafts person, family member or partner. All products must be high quality, safe and an enhancement to the Market. All products must be pre-approved by the Market committee. No imports, novelties, franchise products or items made from craft kits may be sold at the Market.

- 14. Other farm-related products** not listed here, **which may be sold through a provisional arrangement.** Permission to sell a product not included in the above listed items should be requested from the Market Manager prior to sale at the Market. The Market Manager may refer such requests to the Verification and/or Jury committees.

**Note:** Fresh baked goods from scratch (not store bought mixes), using “local” seasonal ingredients in at least 25% of the products for sale. Eggs, fruit, herbs, vegetables, or meat used as ingredients in the baked goods must be grown by the producer or purchased from a “local” grower. (Example - if blueberry muffins are sold the blueberries and eggs must be “local” for the muffins to be an allowable item.) Must come from a SCDA or SCDHEC permitted facility.

F. **Vendor membership:** All persons intending to sell at the Conway Farmers Market, the Loris Farmer’s Market or the North Myrtle Beach Farmers Market must, prior to participation in any Market, file a vendor application each year with the Market Manager. This document requires the producer-vendor to:

1. Become a member of the Waccamaw Market Consortium by paying the vendor membership fee.
2. List farm name and contact information for farm, home and office.

Additional vendors will be added to the Market at the beginning of each season, or as need permits and space allows, if the applying full-time vendor agrees to these rules and regulations.

For a new season, previous full-time vendor members in good standing will receive first priority, followed by late joiners in good standing, then by applicants in the chronological order of their application. The Market Manager and/or Board of Directors reserve the right to refuse Market participation to any new applicant if the producer-vendor is proposing to sell products already in abundant supply at the Market. The producer-vendor applicant will be put on a waiting list for possible openings in the future.

G. **Vendor Membership Fees:** Annual membership fee of the Waccamaw Market Consortium (WMA) is \$35.00 and should be submitted to the Manager no later than the opening market day. Membership fees are utilized to maintain general liability coverage for all market vendors. General liability cover age is required for all permanent and temporary vendors and is not transferrable to other market locations. Both Full-time and temporary vendors must pay WMA membership fees in order to vend at the Market. Membership fees are non-refundable.

H. **Vendor space fees:**

1. **Full-time vendor:** A full-time vendor reserves a permanent market space for the entire current market season. Full-time vendors pay \$10 per space each market day.
2. **Temporary vendor:** A temporary vendor has the right to sell for 1 to 5 weeks of the current market season. Temporary vendors pay \$15 per each market day.
3. **Double Spaces:** Permanent market vendors that wish to purchase two spaces may purchase the additional space for 1.5 times to full cost of a permanent 10 foot space. Spaces must be paid in full for the entire market season in order to retain the double space rate.
4. Under extenuating circumstances market spaces may be sublet to similar vendors. All arrangements must receive prior approval from the Market board. In the event that vendor space must be vacated prior to

the conclusion of the market season, the Manager reserves the right to utilize the space to accommodate another vendor. Partial refunds of no greater than 50 percent of the full-time rate may be approved by the board.

Any member purchasing temporary vendor space must notify the Market Manager via telephone or e-mail, or by contacting the Horry County Extension office at (843) 365-6715, of her/his intent to set-up 3 days in advance before the market day in question. The Market Manager has the authority to refuse space allocations to temporary vendors who did not comply with required notification.

- I. **External regulations:** Vendors are responsible for compliance with applicable city, county, state and federal regulations and supplying the Market Manager with proof of such.

Regulations such as (but not limited to):

1. Agricultural business license.
2. Pesticide licensing and safe use.
3. Approval seal on weighing devices granted by the SC Department of Agriculture.
4. State sales tax collected as required.
5. Organic certification on claimed products as required.
6. Food safety, sanitation, health permits and labeling issues that apply to the item (SCDHEC)
7. State inspection of nursery stock required for selling whole plants for replanting (packs or pots).

- J. **Market signage:**

1. Producer-vendors will display a sign identifying the name and location of their farm or business.
2. Producer-vendors must have signs, boards, tags, or labels listing prices of every item for sale.
3. Producer-vendors listing "organic" produce, or calling their produce "organic," must display a sign giving their organic grower's certification and their certifier's organization, unless exempt from certification. Proof of exemption from organic certification should be available for the Market Manager's inspection if so requested.
4. Producer-vendors should clearly separate and label organic and non-organic produce in the same display.
5. Signs must be posted before sales begin.

- K. **Clean up:** Producer-vendors must clean up the area around their vehicles and/or sales area before leaving. Producer-vendors must remove containers, waste and trimmings before leaving the market site and take any trash or garbage they have generated at the market back to the farm. The Market Manager will be responsible for ensuring that any trash from public traffic at the market sites is properly removed and disposed of at the close of each market day.

- L. **Public safety:** Shade structures must be secured to prevent wind damage or injury.

- M. **Market behavior:** Vendors are independent entrepreneurs with a common stake in creating a vibrant marketplace. Activities that seem to violate normal sales practices and these market rules can be questioned by other vendors. The Market Manager will assist in finding a resolution. If this fails, the Board of Directors will conduct a vote if requested. When a vote on an alleged "abnormal activity" favors a change in a vendor's practice, the vendor in question must comply. See Market Rules Enforcement and Grievance Policy for the process to be followed.

"**Abnormal activities**" include but are not limited to:

1. Unsafe conditions or hazards at sales area.
2. A stand that impedes access to other vendors.
3. Condition of sales area, products, or vendor behavior that detracts from the market's appearance, overall quality or reputation.

- N. **Educational and community activities:** One space will be made available free of charge for educational activities relating to sustainable agriculture and for non-profit community groups. This space will be made available on a first-come, first-served basis, but must be approved and booked by the Market Manager in advance or by calling the Clemson Extension Office at (843) 365-6715 ext. 15.

One space will be held by the Waccamaw Market Consortium to use as the market information booth, for promotional or educational purposes.

- O. **Gross vendor sales reported on a weekly basis.** In an effort to adequately gauge the impact of market operations for reporting related market finances and grants acquisition, the Market Manager will initiate a weekly sales survey for each vendor. Failure to remit weekly market sales will limit the Market's ability to acquire resources necessary to sustain and grow market operations. Accordingly all vendors will be asked to submit gross sales data on a weekly basis. All market sales data is confidential and anonymous.

- P. **Hold Harmless Clause:**

I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE WACCAMAW MARKET CONSORTIUM, ITS EMPLOYEES, OFFICERS, AGENTS AND/OR CONTRACTORS FOR AND AGAINST ANY AND ALL DAMAGES, LOSSES, SUITS, LIABILITY AND/OR CAUSES OF ACTION RESULTING FROM PROPERTY DAMAGE, AND/OR FROM PERSONAL INJURY, INCLUDING DEATH, OF MYSELF ARISING OUT OF OR IN ANY WAY CONNECTED WITH OUR PARTICIPATION IN THE DOWNTOWN CONWAY FARMERS MARKET PROGRAM, EXCEPT TO THE EXTENT THAT SUCH DAMAGE OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE WACCAMAW MARKET CONSORTIUM, AND COVENANT NOT TO SUE OR TAKE ACTION AGAINST THE CITY OF CONWAY, ITS EMPLOYEES, OFFICERS, AGENTS AND/OR CONTRACTORS EXCEPT AS SET OUT HEREIN. I FURTHER PERMIT THE WACCAMAW MARKET CONSORTIUM TO USE PHOTOGRAPHS OF ME FOR MARKET PUBLICITY.

ALL VENDORS PARTICIPATING IN THE CONWAY FARMERS MARKET, THE LORIS FARMERS MARKET OR THE NORTH MYRTLE BEACH (NMB) FARMERS MARKET MUST ABIDE BY THESE RULES. THE WACCAMAW MARKET CONSORTIUM OR THEIR REGISTERED AGENT SHALL ENFORCE ALL RULES AND REGULATIONS. PERMITS TO PARTICIPATE IN ANY MARKET CAN BE REVOKED BY THE ASSOCIATION.

**2011 – Waccamaw Market Consortium Vendor Information**

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

FAX: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Business Website: \_\_\_\_\_

Best way to reach you:                      Phone                      Email                      Mail

**Vendor/ Product Type:** *(Please check all that apply)*

- |                         |               |                          |
|-------------------------|---------------|--------------------------|
| Vegetables/Fruits/Herbs | Baked Goods   | Cheeses                  |
| Cut Flowers             | Eggs          | Jams, Honey, Value-Added |
| Soaps/Candles/Body Care | Meat          | Woodcrafts               |
| Wools/Pelts/Fleeces     | Plants/Shrubs | Straw/Hay                |

Other Farm Related Products (must receive prior approval)

**Waccamaw Market Consortium Vendor Commitment – 2011**

I, \_\_\_\_\_, agree to be at the designated Farmers Market on each of the dates checked below. I understand that I may be forfeiting my space if I do not give the Market Coordinator/Market Manager adequate notice of an absence

**Conway Farmers Market Dates (Circle the dates that you wish to reserve at the Conway Farmer’s Market) 26 Days**

May 7	May 14	May 21	May 28
June 4	June 11	June 18	June 25
July 2	July 9	July 16	July 23
July 30	August 6	August 13	August 20
August 27	September 3	September 10	September 17
September 24	October 1	October 8	October 15
October 22	October 29	***	***

**Loris Farmers Market (Circle the dates that you wish to reserve at the Loris Farmer’s Market) 26 Days**

April 30	May 5	May 12	May 19
May 26	June 2	June 9	June 16
June 23	June 30	July 7	July 14
July 21	July 28	August 4	August 11
August 18	August 25	September 1	September 8
September 15	September 22	September 29	October 6
October 13	October 15	***	***

**North Myrtle Beach (NMB) Farmers Market**

**(Circle the dates that you wish to reserve at the NMB Farmer’s Market) 52 days**

May 10	May 13	May 12	May 17
May 20	May 24	May 27	May 31
June 3	June 7	June 10	June 14

June 17	June 21	June 24	June 28
July 1	July 5	July 8	July 12
July 15	July 19	July 22	July 26
July 29	August 2	August 5	August 9
August 12	August 16	August 19	August 23
August 26	August 30	September	September 2
September 6	September 9	September 13	September 16
September 20	September 23	September 27	September 30
October 4	October 7	October 11	October 14
October 18	October 21	October 25	October 28

**Vendor Rates**

Space Type	Membership Fee	Daily Fee	Seasonal Rate	Number of Days	Total Cost
Full- Time	\$35.00	\$10.00	\$ 260- Full Season (Conway/Loris) \$ 520 – Full Season (North Myrtle)		\$
Temporary	\$35.00	\$15.00	N/A		\$
Double Space	\$35.00	\$15.00	\$ 390.00 (Conway/Loris) \$ 780.00 (North Myrtle)		\$

Make check payable to Conway Market Consortium (please indicate market location) and return with signed application to:

**Blake Lanford • Clemson Extension Service • 1949 Industrial Park Road • Conway, SC 29526 • blakel@clemson.edu**

**Membership Agreement  
Waccamaw Market Consortium**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 between (Name of owner/member) \_\_\_\_\_ and the Waccamaw Market Consortium.

**I. Agreement to abide by the Waccamaw Market Consortium Regulations:**

- a. I have read and agree to abide by the 2011 Market Consortium/Market By-laws and Rules and Regulations.
- b. The information I have provided in this application is accurate and complete. I will provide the Waccamaw Market Consortium Board of Directors with additional information as needed to verify the claims made in this application and my compliance with the rules. The information I subsequently provide will likewise be accurate and complete.
- c. I understand the Waccamaw Market Consortium is a non-profit organization operating with limited funds. I acknowledge that the beneficial purpose (to assist small regional farmers or producers such as myself) will be impossible to pursue if it is subjected to costly litigation against the Waccamaw Market Consortium and its officers only after attempting in good faith to resolve the dispute through the Waccamaw Market Consortium Board of Directors or the Association with results in denial of a market acceptance, the denial of a product to sell, or wrongful suspension or termination from the market, to a return of market fees incurred during my absence from the market. I further agree that in the event I am unsuccessful in my litigation against Waccamaw Market Consortium, I will pay all costs, expenses, fees and disbursements incurred by Waccamaw Market Consortium in the course of its defense of said litigation and I will also pay the Waccamaw Market Consortium a reasonable attorney's fee.

**II. Use of Waccamaw Market Consortium Market Sites:**

I agree to sell at approved location/s only on the day(s) the market is scheduled, unless I receive written authorization to the contrary. I understand that while the Market Consortium obtains permits, reserves designated spaces and promotes markets, Waccamaw Market Consortium cannot guarantee market assignments or minimum sales at any market.

**III. Suspension and Termination:**

Unless otherwise specified in Waccamaw Market Consortium Regulations, any violation of this agreement may result in suspension or termination of membership from the Waccamaw Market Consortium at the discretion of the Board of Directors.

Signed: \_\_\_\_\_ Business Name: \_\_\_\_\_.

