



Historic Downtown Clermont's Sunday

# Farmer's Market

## & Merchant Faire

Vendor Information,  
Guidelines & Application



### INTRODUCTION

The Downtown Clermont Farmer's Market & Merchant Faire is a direct result of the Clermont Downtown Partnership.

The CDP is a membership-based association of locally owned small businesses, Downtown property owners and supporters of Historic Downtown Clermont. Its members are committed to working together and in conjunction with other entities such as the City of Clermont, the South Lake Chamber of Commerce, Lake County Economic Development & Tourism, the State of Florida, local/regional/national media, vendors, sponsors, and others, to advance the evolution of this area as a vibrant business, cultural and heritage district. The CDP works to brand Historic Downtown Clermont as a unique shopping, dining and entertainment destination for residents, visitors and tourists.

The CDP is a pro-businesses and pro-hometown group of entrepreneurs. Its Farmer's Market & Merchant Faire, and other events produced by the CDP, gives you an opportunity to be part of our growth and the bright future of Historic Downtown Clermont. These events focus on creating awareness and traffic ('feet on the street'). Your commitment to vending quality products with a professional presentation, friendly customer service, and a positive attitude is essential to the success of the Market and to the businesses in Historic Downtown Clermont. Vendors who are invited to participate understand that they contribute to the area's economic vitality and that they represent the Downtown Clermont business community.

### GUIDELINES & APPLICATION

Name: Downtown Clermont Farmer's Market & Merchant Faire

Location: Historic Downtown Clermont Florida

From Lake Avenue, near City Hall, toward West Avenue on W. Montrose Street. Includes 7<sup>th</sup> Street, Montrose to DeSoto and 8<sup>th</sup> Street, Montrose to Minneola)

Time/Day: 9:00am-2:00pm. Every Sunday\*, year 'round

\*Closed Easter Sunday, Christmas Sunday, New Year's Day Sunday

Street Closures: Currently includes: W. Montrose from Lake Avenue to West Avenue; 7<sup>th</sup> St. from Desoto to Montrose St; 8<sup>th</sup> St from Minneola St to Montrose St.

Contact Market Director / Manager:

Ron Smart, Monday – Friday 9:00am-5:00pm

Ofc Phone: 352-247-4640; email: [info@clermontdowntownpartnership.com](mailto:info@clermontdowntownpartnership.com)

Text only: 405-204-0839

### OPERATIONAL GUIDELINES

All vendors must submit a completed hard copy of the GUIDELINES & APPLICATION. Each page of the GUIDELINES must be initialed to indicate that you have read and understand our requirements. The APPLICATION must be completely filled out and signed by vendor. Note: Along with your completed APPLICATION, you must supply photo copies of requested Tax ID, permits, licenses, Certificate of Insurance if required (see section dealing with this) and any other pertinent information. A photo of the items you wish to vend, as well as a photo showing us your set up booth is also required. Once this information has been received, we will evaluate your application (product and booth) and advise you of your status ("accepted", "need more information", "not at this time", etc.).

## **Product Mix**

Food related items are intended to be the core of the market experience. As a result, they will be given preference over every non-food item. The follow are examples of items at the Market:

### **Food Related:**

**Produce** (fresh fruits, vegetables including conventional, hydroponic, organic, and seasonal, etc);

**Cooked/Prepared Food/Specialty Foods:** Baked goods, fresh bread, seafood, BBQ/smoked meat, cheese, smoothies, pasta, ethnic food, eggs, dried soups, Kettle Korn, boiled peanuts, etc. Also, Cottage Industry & Temporary Food Vendors; and, coffees, teas, nuts/candied nuts, jams, jellies, honey, sauces, dips, condiments, flavored oils/vinegars, pickles, gluten free items, pet treats (cookies, biscuits, etc), dried herbs/spices/salts, etc.

**Greenery:** Shrubs, Flowers, House & Garden Plants, Herbs, Landscaping items (Planters/Pots/Baskets), Ornaments, Seeds, Bird Feeders/Baths, etc;

### **Handmade/Homemade/Other:**

**Handmade** (preferably by the vendor): Artwork, crafts, clothing (hand-sewn/embroidery/crochet/knitted, etc), stained glass, photography, jewelry, woodwork, lawn/garden furniture, repurposed items (limited), accessories, soaps, scents, candles, etc. The market limits participation of network/multi-level/relationship/direct marketing vendors.

**Non-Profits & Political:** From time to time, a limited number of 10 feet x 10 feet booth spaces may be available for non-profit and educational organizations as well as candidates or political parties. As with all vendors, application must be made in advance and accepted. Photocopy of IRS 501-3-c status certificate is required for non-profits which receive a discounted rate of \$15. Otherwise, full Market rates apply.

**Other Consideration:** Items mentioned above are examples. Please inquire about products you wish to vend.

## **VENDOR ELIGIBILITY GUIDELINES**

- The Market is not intended to be a flea market.
- The Market reserves the right to limit the number of vendors with similar products.
- All vendors must display products beneath a 10 foot x 10 foot canopy “pop-up” tent that has vertical extension legs (not “splayed” or angled legs). Tents must in clean and in good repair. Any color tent is acceptable.
- The Market reserves the right to decline the participation of any vendor that does not fit the Market objectives nor criteria for participation; and, the Market Manager, who is responsible for the success of the Market, will weigh all factors to make a final determination regarding whether or not an applicant is accepted.

## **FEES**

- The standard weekly rent for vending is based on a space of 10 feet wide x 10 feet deep.
- The current rate is \$25 for the vendor's first appearance in the Market.
- After the first week, the rate is \$20 for a 10 x 10 space rental.
- Each additional 10 x 10 ft space, if available, is 50% of the original one booth space.

For example, the first week cost for a double space (20 x 10) is \$25 plus \$12.50.

*Each additional 10 x 10 space is 50% of original 'first time' \$25 space fee, thus, \$12.50 more p/10x10*

For example, after the first week, a double space is \$20 (10x10) plus \$10 (second 10x10)

*Each additional 10 x 10 space is 50% of original \$20 space fee, thus, \$10 more p/10x10*

- NOTE: Additional booth spaces must be used for vending the same product for this discount to apply.
- PAYMENT IN ADVANCE DISCOUNT: A discount of 10% will be allowed for vendors who pay for a full month of Sunday Markets in advance. To qualify, vendor must submit full monthly payment on or before the first Sunday of the month and pay for the entire month at one time. Additionally, advance payment of this nature allows the vendor to “lock in” their location for the month unless circumstances arise that require the Market Manager to realign vendors. In that case, pre-paid vendor agrees to accept changes. Pre-payment for 13 consecutive weeks, whether in monthly increments or quarterly, earns the vendor a ‘No Charge’ space for one Market – or a credit in the amount of the weekly Market space at CDP's First Friday Family Food Truck event or another pre-approved CDP event (subject to Market Manager approval).

## **VENDOR APPLICATION APPROVAL PROCESS**

- The application process begins when the Market Manager receives the prospective vendor's completed application and supporting materials, including a detailed description of the proposed product(s) and image of booth setup. Mail or deliver to the address shown on the APPLICATION.
- Description must include the types of item(s) you want to sell; how you plan to display your item (e.g. table, hung on racks, etc.); pictures of a reasonable sample of your product(s). Pictures are not returned.

Once the application is received, the Market Manager will conduct a one-on-one interview with the applicant either in person or via telephone conference.

Potential vendors are screened based on a number of criteria, including:

1. Product Type: If the product/service falls within the market guidelines.
2. Product Quality: The quality, freshness and uniqueness of the product(s).
3. Presentation: The overall appearance of the product(s) on tables and throughout the booth.
4. Vendor's compliance with the application process including commitment to quality, customer service, professional appearance and personal hygiene, and, cooperative attitude.

- The Market Manager is responsible for making the final decision about vendors participation.
- Vendors, once accepted, are not permitted to add additional product lines (outside the products described on the market application). Expansion of merchandise not on the original application must be presented to the Market Manager via a revised application. Market Manager will accept or reject.
- We restrict the number of vendors who carry specific types of products. If a category of product is already 'filled', we will notify the applicant and keep the application pending future openings.

## **RESERVATION PROCESS**

- Making a payment for a booth space in advance 'officially' makes reservations for a specific date; however, specific booth location is determined by the Market Manager.
- Payments should only be made after the Market Manager confirms to you have been accepted.  
DO NOT SUBMIT PAYMENT WITH YOUR APPLICATION.  
CONFIRM THAT YOU ARE ACCEPTED BY MARKET MANAGER BEFORE MAKING A PAYMENT.
- Currently, payment methods include: Cash, Check, Money Order.
- New vendors must submit payment for upcoming participation in the Market not later than Wednesday preceding Sunday's Market.
- Checks or Money Orders should be made payable to the Clermont Downtown Partnership, Inc.  
Send payment to:  
Clermont Downtown Partnership, Inc.  
PO Box 120734  
Clermont, FL 34712
- Payment must be received (not simply postmarked) no later than 5:00 pm on Wednesday before that Sunday's Market to hold your space reservation.
- Payments made to reserve a spot (to be assigned by Market Manager) are not refundable for any reason.
- No refunds will be given due to rain cancellations; however, credit for a future Market may be extended.
- Market vendors who remit weekly must indicate to the Market Manager on Sunday their intention to participate in the following week's Market to be assigned a space. Efforts will be made by the Market Manager to keep vendors in or near their 'regular' space.

## **OPERATIONS**

### **SETUP / TEAR DOWN**

- Arrival: Vendors may begin setting up their display at 6:30 a.m. and must begin set up not later than 8:15 a.m.
- Vendors arriving after 8:15 a.m. are subject to having their space reassigned.
- Vendor vehicles are not permitted to enter the Market area after 8:30 a.m. At that time, vendors must hand-carry any items into the Market area.
- All vendor vehicles must be out of the Market area not later than 8:30 a.m.
- Vendor must be completely set up, ready for business not later than 8:50 a.m. for 9:00 a.m. opening.

## **SAFETY**

Driving: Please be very conscious of your speed as you drive through the Market during set-up and tear down. Speed limit inside the barricaded area is not to exceed 5 MPH.

• **Unloading for Setup / Loading for Tear Down:** Vendor must pull near the curb, unload all items needed for the day at curbside, then remove vehicle from the Market area. Return to your assigned area to set up your booth for the day's vending. This method allows other vendors to flow into and out of the Market area.

Tear Down: Tear down begins at 2:00 p.m., not before. At the end of the Market and before vendors are permitted to bring vehicles into the area, vendor must completely tear down and place all belongings curbside. Beginning at 2:10 p.m., vendors who have completed tear down will be permitted to drive into the area. Pull near the curb to allow room for other vendor vehicles to pass on the street.

• **Booth Location:** Vendors are not guaranteed a specific location on the street. We will do our best to meet the specific needs and request of each vendor while balancing the overall needs of the market.

• **Check in** with the Market Manager on your arrival to confirm your location. You will be shown to your assigned spot.

• **Each space is 10 feet x 10 feet.** Be careful to stay within the boundaries of your allocated space.

• **Equipment:** Vendors are responsible for supplying all their booth materials e.g. tables, tents, chairs, etc.

• **Electricity:** Limited access and limited amperage. At this time, electrical outlets are permitted for use at no additional fee. Vendors must supply their own extension cords as well as approved safety coverings to prevent shoppers or Market vendors / personnel from accidents. Should "tripping" of the breakers occur, you will be required to reduce the amount of electricity you use.

• **Table drapery:** Clean tablecloths in excellent condition that extend to the ground are required to cover each table in your booth, especially the sides of the tables that are visible to shoppers on the street.

• **Vendors accept responsibility** for any injury to shoppers, visitors, vendors or Market personnel due to vendor negligence or lack of practicing safety measures.

**PARKING:** City Hall Parking lots at 7<sup>th</sup> Street & Desoto are designated for vendor parking. Also, vendor parking is available at West Avenue and Desoto. Minneola Street, between 7<sup>th</sup> & 8<sup>th</sup> is also available.

• **NO VENDOR PARKING** is permitted in the small public parking lot adjacent to the South Lake Thrift Store, nor in the public parking areas between Montrose & Minneola Streets from 8<sup>th</sup> to 7<sup>th</sup>. This allows our customers to find easily accessible, close-in parking which is crucial to your success.

• **Fire Protection:** Any vendor utilizing an open flame, typically used to heat food, must have an approved fire extinguisher on hand. City of Clermont Fire Marshalls must approve your participation and compliance with local and state laws. Additionally, Temporary Food Vendor permits will be required, as will a Certificate of Liability for \$1million naming the Clermont Downtown Partnership and the City of Clermont.

• **Obstacles:** Signs or other devices to attract attention must be contained within your space. Nothing that impedes free flow of pedestrian traffic is allowed outside your booth space.

• **Selling:** Vendors sales activities are limited to their booth area. Vendors are not permitted to stand outside their booth to solicit shoppers. In addition, no 'out crying' devices that would be disruptive to neighboring vendors should be used.

- **Flyers:** Vendor may only distribute flyers within their booth space, and not in the pedestrian traffic areas.
- **Garbage:** Vendors are responsible for breaking down and bagging all their garbage and for taking it away at the end of the day. The City of Clermont public garbage receptacles in the streets are for customer use only. No privately owned dumpsters nor trash receptacles used for Downtown Businesses may be used for vendor trash / garbage. Period.
- **Weights for Your Canopy Tent:** Each leg of your canopy tent must have a weight of 25 pounds securely attached. Thus, a 10 x 10 foot display tent is required to have a total of 100 pounds of weight for safety sake. Gallon jugs with water or sand ARE NOT SUFFICIENT unless the total weight attached to each leg is at least 25 pounds. Bungee cords are acceptable fasteners as are retractable strapping, etc.
- **Change:** Plan to bring adequate change (bills and coins) with you. The Market management does not provide change.

### **BREAKDOWN**

- **Clean up:** Vendors are responsible for leaving their area free of garbage and debris. If not properly cleared, your participation in the Market will end. Cleanup must be completed before you leave the area and not later than 4:00 p.m. When vending area is cleared of vendors, Market Management will reopen the streets.
- **Vending Duration:** Vendors are expected to remain "open" for business until the close of the Market at 2:00 p.m. If a vendor sells out of product before the end of the Market, they should inform the Market Manager who will assess the situation and may permit the vendor to teardown early. If so, vendor will be required to hand-carry all materials from the Market area.
- **Vehicle Access:** Vehicles may not be driven into the market until the Market Manager has officially opened the street or by adjusting barricades to allow limited access to vendors for unloading/loading.

### **WEATHER CLOSING**

- The Market will not be closed simply due to a general rain possibility nor for "short-lived" intermittent light showers. Lightning and high winds, or reliable predictions of a very high probability of such, may result in the Market being cut short during the day or cancelled entirely.
- Farmer's Market Hotline with current updates when necessary: 352-247-4640 (recorded message).
- Facebook, emails and Twitter: Make sure you "Like" and "Follow" the Market on Social Media. Also, confirm that the Market Manager has your current social media contact information and cell phone contact.
- Management will actively monitor weather apps to determine if and when to close due to threatening weather.
- If the Market is cancelled prior to set-up, pre-payments are credited. If the Market is cancelled after opening, the Market Manager will determine whether a partial credit will be given. Generally, if the Market is open for two hours or less before forced to close due to weather, a partial credit will be allowed. If the Market is open for more than three hours, no credit will be given and full fees apply.

### **LICENSES & HEALTH CODES**

- Obtaining the proper licenses or permits, and obeying all codes and local and state laws/requirements is the sole responsibility of the vendor, including any regulations required by the Florida Dept of Agriculture, Dept of Revenue, City and County agencies or other regulatory agencies.
- Vendors preparing food onsite must have a food service license issued by the Division of Hotels & Restaurants. Please contact the Division of Hotels and Restaurants for any further questions or application: (407) 761-6850. Food vendors must provide two copies of a current \$1million dollar (\$1,000,000) Certificate of Liability. One copy must name the Clermont Downtown Partnership and another must name the City of Clermont as additional insured. Vendor is responsible for providing both these copies to the CDP. The CDP will forward the City of Clermont their copy.

- Sales tax, where required by the State of Florida or other taxing authority is the responsibility of the seller.

**GENERAL GUIDELINES**

- Community Behavior: Vendors are expected to be courteous to customers, vendors, and Market staff.
- Smoking: Vendors are not permitted to smoke within the Market barricaded area.
- Alcohol: No vendor shall possess or consume any alcoholic beverage within the Market barricaded area.
- Solicitation of any type (distribution of flyers, requests for money, petitions, etc.) is not allowed within the Market boundaries. Please inform a market representative if you see solicitation occurring.
- Call-Outs and No Shows: Notify the Market Manager not later than 5:00 p.m. Wednesday if you must cancel your space at the Market on the upcoming Sunday. Late “Call-Outs” and “No Shows” jeopardize vendor’s continued participation in the Market. Emergencies are taken into consideration. To prevent loss of preferred space, “call-outs” and “no shows” may elect to pay for their space even though they are not in the Market that particular Sunday. “No Shows” with “No Notice” or less than 48 hours notice, will receive “No Credit” if space has been pre-paid ... in other words, vendors practicing this behavior forfeit the week’s pre-payment. Vendors with two “no shows” (no advance notice within the Market guidelines) will be eliminated from the Market. “Call-outs” are limited as well, even if vendor elects to pay for space and not use it.

**ENFORCEMENT OF RULES**

- Any grievance regarding the actions of other vendors must be brought to the attention of the Market Manager rather than directed to the vendor in question or other vendors or customers. Vendor “gossip” about co-vendors or Downtown merchants is not permitted. Our mission is to present an enjoyable experience for vendors, Downtown businesses and all Market visitors. It takes a spirit of cooperation among all of us to achieve our goal of becoming one of Florida’s most respected and most successful Markets. You must commit to “taking ownership” in helping create a positive, enjoyable shopping experience for our customers. Attitudes and interactions matter.
- Any vendor not in compliance with the above regulations may be asked by the Market Management to leave the premises immediately. No refunds will be given.
- Fees and rates are subject to review and revision as recommended by the Market Manager. Notice of pending changes will be announced at least 14 days before implementation.

*Hope to see you at the Market!*

Vendor Acknowledgement – Must be signed and must accompany application.

I have read, understand and agree to accept and abide by the GUIDELINES for applying for and participating in the Clermont Downtown Partnership’s Sunday Downtown Farmer’s Market & Merchant Faire.

Business Name: \_\_\_\_\_ Tax ID # \_\_\_\_\_

Name: (Please Print) \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Best Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Return completed and signed guidelines and application to:  
 Clermont Downtown Partnership Inc  
 P.O. Box 120734 • Clermont, FL 34712-0734  
 Or hand-deliver to: Bacchus Vino, 692-D W. Montrose Street, Clermont, FL 34711



**Clermont Sunday Downtown Farmer's Market & Merchant Faire**  
**Vendor Agreement**

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

Business Name (if applicable): \_\_\_\_\_

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

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

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

Description of Products: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, the undersigned, have read the entire Vendor Information Packet governing the Historical Downtown Clermont Farmer's Market & Merchant Faire and agree to adhere to these guidelines.

I understand that the market reserves the right to limit the participation of a vendor.

I agree to indemnify and hold harmless the Clermont Downtown Partnership, City of Clermont, both entities agents, employees and volunteers from any liability, cost, damages, and other expenses I or those associated with my vending at the Market might suffer or incur during the Market. I understand that The Market is not responsible for any vendors' property at the market, nor is it responsible for any liability arising from the negligent acts of vendors such as myself or vendor employees or for any injuries sustained by employees of and/or vendors. In the event the Market is sued for any negligent act(s) arising from my participation as a vendor or by my employees, I understand that the Market's insurance will subrogate against me for the full amount of any loss paid. I understand that I am responsible for adhering to all relevant government regulations e.g. health codes, licenses, etc.

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please mail to: Clermont Downtown Partnership, PO Box 120734, Clermont FL 34712  
Or, hand-deliver to Bacchus Vino, 692-D W. Montrose St, Clermont, FL 34711