

# Salina Downtown, Inc

*...to champion a healthy, vibrant downtown community!*

## BOARD OF DIRECTORS

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Salina Regional Health Center  
SDI President

### Robin Cates

On The Pot  
SDI Vice President

### Russel Prophet

Hampton and Royce  
SDI Secretary

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Salina Taco Johns  
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### Mike Forristal

Lee Development LLC

### Melissa Goetz

KC&G Business Appraisal  
Associates

### Jerry Hinrikus

Sign Pro

### Ken Jennison

Salina Media Group

### Christy Lauer

Simply Baby and More

### Jim Loader

The Market Shop

### Kathryne Perney

Quilting Station

### Brian Richardson

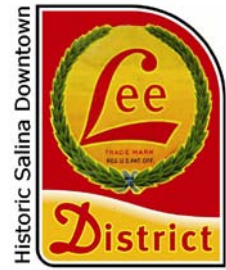
Richardson Developments

### Norman Yenkey

Property Developer

### Phyllis C. Klima

Executive Director



## GENERAL INFORMATION

Thank you for your interest in The Market, managed by Salina Downtown, Inc. The Market is conveniently located in the historic Salina downtown Lee District inside the Strand Plaza, a beautiful pocket park between 118 and 120 South Santa Fe Avenue. The Market is held monthly on first Thursdays in May through October.

**The Market is open to a variety of vendors including but not limited to farmers, artists, craftsmen, retail food/food related vendors, and community yard sales.**

### The Market's Hours:

First Thursdays May through October from 4:00 p.m. to dusk.

\*The Market special events may require early closing or relocation of vendors.

## DAILY STALL FEES

- Full Season Fee is \$20/each first Thursday or \$120/six month season (non refundable; transferrable by advance permission of Market Manager)
- Daily Fee is \$25/each first Thursday

## Form of Payment

- Payment of all stall fees is to be by check or money order to Salina Downtown, Inc. All fees must be paid prior to setup.
- Any Vendor writing a bad check will be charged \$25 per check and no future checks will be accepted. Bad check fees must be paid in full prior to renting future space.
- Full Season Vendors must pay for the season prior to the first Thursday in May.
- The Market Manager will not collect stall fees from individual stalls.

## Salina Downtown, Inc.

120 West Ash Street

PO Box 1065

Salina, KS 67402-1065

Web Site: [www.SalinaLeeDistrict.com](http://www.SalinaLeeDistrict.com)

Phone Number: (785) 825-0535

## **THE MARKET RULES AND REGULATIONS**

Effective January 1 through December 31, 2010

1. The Market is managed by the Salina Downtown, Inc. (SDI) The SDI Executive Director serves as The Market Manager who has authority over all Market operations.
2. Employees of Salina Downtown, Inc. are not allowed to accept any gratuity from vendors.
3. Salina Downtown, Inc., the City of Salina, and their employees, agents or officials are hereby released from any responsibility or liability for loss, damage or injury in this location.
4. All vendors must comply with all City, County and State ordinances, regulations and rules together with state and federal laws relating to The Market and the vendor's business conducted in The Market. No vendor shall do any act or use any language to insult the Salina Downtown, Inc. staff, another vendor or shopper, or to intimidate a shopper into purchasing the product being sold. Failure to abide by ordinance, laws and regulations may be basis for suspension or expulsion.
5. The Market Manager has the authority to deny any person the privilege of operating or selling a particular item at The Market, who in his/her judgment is using methods that are detrimental to attendance at The Market or contrary to The Market's policies or standards.
6. No person shall deface or do damage to buildings, pavement or other physical equipment of the City of Salina. Vendor shall be responsible for the repair or replacement of any property, which may be damaged by a vendor, operation of the vendor's business or vendor employee.
7. The Market Manager shall have authority to remove from The Market any person gambling or under the influence of intoxicants or disorderly conduct. The consumption of alcoholic beverages and/or illegal substances in The Market common area is strictly prohibited.
8. All vendors of The Market are responsible for the actions of their employees.
9. All vendors are required to wear shirts at all times which must not contain any profanity or offensive images.
10. Strict compliance with all designated parking and traffic regulations is required. Illegally parked or non-operational vehicles shall be removed immediately upon request or will be towed at owner's expense.
11. The playing of loud music in vendor stalls will not be permitted.
12. Vehicles will not be permitted inside The Market plaza.
13. Hawking is permitted, but bullhorns or other audio equipment is prohibited.
14. Display or sale of obscene, illegal or unsafe merchandise is prohibited.
15. No pets are allowed in any vendor stall(s) with the exception of assistance dogs
16. It is the responsibility of the vendor to warrant, refund or exchange merchandise that is deemed unsatisfactory. For each complaint, a warning will be issued to the offending vendor which can result in suspension and expulsion from The Market.
17. No vendor shall be permitted to sell soft drinks or prepared food for consumption at The Market, with exception of concession vendors and approved vendors with a licensed kitchen.
18. Electricity is available in specific stalls and may be used by vendor for a fee of \$3.00 per day in advance. The availability of electricity is on a first-come, first served basis.
19. The use of any spark, flame or fire-producing device is prohibited in The Market. The storage, sale, creation or production of volatile or flammable materials or hazardous waste is strictly prohibited.
20. Merchandise, stock and other vendor property shall not be placed, stored, cleaned or processed in unoccupied stalls or common areas of The Market. The Market management will dispose of unauthorized items found in these areas, at the vendor's expense.
21. Vendors shall not allow seepage and leakage of water or fluids from their stands into the aisles, other vendor's stalls, or common areas.
22. The Market Manager may require that all produce sorted out as culls or otherwise considered of no commercial value shall be placed in containers and destroyed or removed from The Market premises. The disposal of such product(s) shall be the responsibility of vendor.
23. All signs and price tags must be legible.
24. Every vendor must keep his immediate premises clean, sanitary and orderly. Persistent failure to carry out the Market Manager's orders, in this respect, shall constitute just and sufficient cause for suspension or expulsion from selling at The Market.
25. The Market Manager has authority over all Market operations.
26. No guarantee of exclusivity of products is made or implied.



## THE MARKET PROCEDURES

### **Application Requirements:**

Some individual vendor categories have additional license required. License requirements are the sole responsibility of the vendor.

**Kansas Retail Sales Tax License:** This document is required regardless of the state or county in which the vendor resides. The license can be obtained at the Kansas Department of Revenue 1000 S.W. Jackson St., Suite 100, Topeka, KS 66612, (785) 296-3481. (<http://www.kansascommerce.com/>)

### **Form of Payment**

- Payment of all stall fees is to be paid by check or money order to Salina Downtown, Inc. unless otherwise stated.
- Any Vendor writing a bad check will be charged \$25 per check and no future checks will be accepted. Bad check fees must be paid in full prior to renting future space.
- The Market Manager will not collect stall fees from individual stalls.

### **Inclement Weather Conditions: Rain and Heat Exceptions**

If it is raining at check-in, prior to 3:00 p.m, The Market for that month will be cancelled and stall fees refunded

### **Loading and Unloading of Vehicles**

- DO NOT DRIVE INSIDE THE MARKET PLAZA AREA.
- A vendor's assigned space does not include a parking spot. Vendors are allowed to unload in the parking lot adjacent to The Market.
- At no time should vehicles be parked in the fire lane, on the curb, brick area, block any drive lane, entrance or exit in The Market or the parking lot.

### **Vendor Set-up**

- THE MARKET DOES NOT PROVIDE ANY SET-UP EQUIPMENT OR SUPPLIES.
- A vendor is required to keep all contents, products and by-products in the boundaries of his/her assigned stall at all times, no matter how many empty stalls are located throughout The Market.
- Nothing can encroach upon any aisle space, common areas, fire lanes, or neighboring spaces.
- A vendor is to keep all spare stock, packing materials, cardboard boxes, and bags in an orderly fashion at all times. A vendor must display all produce or other food related products on safe well-constructed, well-maintained and clean table(s).
- Prices must be posted.
- Produce or other food related items must be displayed or stored at least 6" above the ground per the Kansas Department of Health and Environment.

### **Tear Down and Clean Up**

- LEAVE YOUR STALL AS YOU FOUND IT: EMPTY, PICKED UP and SWEEPED CLEAN
- Any and all of vendor's merchandise, valuables, vehicles, trailers, tables, chairs, equipment, signage, decoration, display equipment and trash must be removed by the designated closing time for that particular Market day.

### **Suspension/Expulsion:**

Any violation of the Rules and Regulations previously stated can result in suspension or expulsion from The Market and is based on recommendation by the Market Manager to the Farmers' Market Review Committee for approval.

A vendor who has been suspended or expelled may not return to The Market during the period of his/her suspension or expulsion as an employee or associate of another vendor.



## VENDOR APPLICATION

**The Market is open to a variety of vendors including but not limited to farmers, artists, craftsmen, retail food/food related vendors, and community yard sales.**

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

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

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

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

Current Tax I.D. Number: \_\_\_\_\_ Would you like your phone # given out? Yes No

Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

Type of Business/Products: \_\_\_\_\_

Vehicle information - license, model, color, year: \_\_\_\_\_

Employee's names: \_\_\_\_\_

**Please attach a copy of the following:** Kansas Retail Sales Tax License (not required for hobbyists), proof of Vehicle Liability Insurance, and any other required vendor information for your approved category (i.e. food vendors license).

Vendor's signature on this document verifies that the vendor has received, carefully read, understands, and agrees to all provisions in the 2010 Vendor Information.

Salina Downtown, Inc., the City of Salina, and their employees, agents or officials are hereby released from any responsibility or liability for loss, damage or injury in this location.

No guarantee of exclusivity of products are made or implied. **All applications must be accompanied by a \$25.00 application fee for monthly vendors and \$120.00 fee for full season vendors.**

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