



ASM Regulations 2022: Market Dates are May 8 – Oct 9, 10:00 am to 3:00 pm

Note: This is a juried/curated market. To qualify for any ASM Market you must make, grow or gather your product. Gather refers to products such as mushrooms, rocks/gems, shells, etc. The ASM Director makes final determination to approve vendor and products and may request proof of production. The **Primary Contact** is the producer and person expected to be selling at the Market. Please see the Supplemental Contact page to add anyone anticipated to sell at the Market besides the Primary Contact. They must be integral in the process of making the product or will be considered an agent. Use of agents is restricted. Read regulations for details.

Non-refundable Application Fee:
\$45 ASM New Vendor Application Fee
\$35 ASM Returning Vendor Application Fee

Weekly Vendor Fees:
Full Time Vendors: \$25 minimum or 10% gross, whichever sum is greater.
Part Time Vendors: \$30 minimum or 10% gross, whichever sum is greater.
Guest Vendors: \$35 minimum or 10% gross, whichever sum is greater.

Full time vendors must vend 19 or more times / season. An agent can be used up to three times.
Part time vendors must vend 11 or more times / season. An agent can be used once.
Floaters are vendors who participate fewer than 11 times / season. No agent can be used.

Returning / Full-time Vendor Application Deadline: March 4, 2021 (to maintain your preferred location, placement in Market Guide)

Market Manager: Shelby Meyers
Phone: (503) 440-7168
E-Mail: shelby@astoriadowntown.com

VENDOR RULES AND REGULATIONS

Dates: Sundays, May 8 – October 9, 2022
Sunday Operating Hours: 10:00 AM - 3:00 PM

Check-in: All Full-Time vendors must be checked in by 9 am or risk being assigned a different location. Other vendors must check in by 9:30 or risk losing their booth space.

Deadline: Applications are taken all season but for returning vendor priority placement and for inclusion in the Market Guide you must return by March 5. The guide listing is available FREE to full season vendors.

Products: You must grow, gather or create finished products. You cannot add new products for sale without prior consent from the market manager. Please sell only products listed on your contract.



Market Fees:

Annual application fee:

\$35 Returning vendors; \$45 New Vendors. Non-refundable.

Vendor Weekly Fees: Sunday Markets are 10% of gross sales each Market Sunday with a \$25 minimum per each 10' x 10' space for full-time vendors; \$30 minimum for part-time vendors and \$35 minimum for floater vendors. The Market reserves the right to audit sales at the vendor's booth. The Vendor is required to provide current financial statements substantiating gross sales and backup support documents upon request. The failure or refusal to provide adequate documentation to support gross sales may result in immediate suspension of Vendor.

Vendor Definitions:

Full-time vendor: *Must vend 19 or more dates. Full-time vendors can use an agent for up to three vending dates as part of their full-time obligation.*

Part-time vendor: *Must vend eleven or more dates. Part-time vendors are allowed to use an agent for one market date.*

Guest vendor: *Vendors who only plan to vend fewer than 11 times. Cannot use agents.*

Applications: To be assigned a space, all new and returning vendors must complete and return an application, with a non-refundable fee. (Find application on vendor page of website)

Scheduling: Your vending dates will be scheduled one month ahead of time. A google form will be sent out to all vendors to choose their vending dates at the beginning of the month prior to the vending month (i.e. Early May for the month of June). If needed, Manager will also accept an email or phone call listing monthly vending dates. Full-time vendors have priority. Part-time and floating vendors will be accepted first come, first served. If full, Market manager will contact you, add you to the waitlist, and let you know as soon as a space opens up for you.

If your vending dates change, let Market manager know at least 48 hours before market (so, early Friday morning at the latest), to avoid \$25 penalty. Cancellations made day-of Market can accrue up to a \$50 penalty if occurring more than once during market season. Either vendor or Astoria Sunday Market may terminate vendor's participation in market, on 48 hours written notice, at any time, without cause.

Booth Assignments: The Market manager assigns all vendor spaces. The vendor map is sent out via email on Friday before each market (on rare occasion, maps may be sent out Saturday -- due inclement weather, etc.). You may miss any Sunday with 48-hr. advance notice without paying the \$25 penalty. Priority assignments will be given to full-time vendors. Booth space may not be sublet to another vendor without prior consent and approval of the Market Director.

Cancellations/ Terminations: All cancellations for a specific market require a 48-hour notice to avoid \$25 penalty. Cancellations made day-of market can accrue up to a \$50 penalty if occurring more than once during the Market season. Either Vendor or the Astoria Sunday Market may terminate vendor's participation in all markets, on 48 hours written notice, at any time, without cause.

NO EARLY TEAR-DOWN: Vendors must remain in place from 10 am until 3 pm. Vendors who begin packing product or removing their site prior to 3 pm may be suspended from vending at the Market for the remainder of the season. We do allow vendors to "tidy" their area but must remain open.



Astoria Sunday Market

Canopy and Weights: The vendor shall follow all canopy manufacturer construction, safety and fire code requirements for set up, operation and tear down, including recommended tie-downs and weights adequate for the weather conditions. Weights are required on all canopies per manufacturer recommendations. The minimum recommendation is 35 pounds per leg and not a tripping hazard.

Tables and Displays: All tables and displays shall be in good condition and of adequate strength to support all products. They shall be placed so as not to interfere with the free movement of the public, and to provide all necessary clearances and access required by the accessibility guidelines of the ADA and Oregon law.

Products: All products, their packaging and labeling, including, but not limited to food, cosmetics and supplements shall comply with all applicable federal, state and local product sale and safety laws and regulations. Violations may result in immediate suspension of Vendor assignment.

Market Setup/Takedown: Set-up begins at 7 AM and must be finished by 9:30 AM. No vehicles allowed on street or in vending area after 9:30 am. All full-time vendors must be checked in by 9 am or risk being assigned a different location. Other vendors must check in by 9:30 or risk losing their booth space. **IMPORTANT!** You may park in front of your space to load and unload ONLY. You must move your vehicle before beginning setup. This is essential to allow all vendors to load-in and set-up effectively. Take-down begins at 3:00 PM. No vendor vehicles are allowed on the Market Street before 3:20 or before street barricades are removed by market staff.

Insurance: Each Vendor is required to obtain general liability and property damage insurance coverage for losses arising from their activities at the Market with limits of no less than \$1,000,000.00 per occurrence. At least 2 weeks before vending at the Market, Vendor will transmit to the Market Manager a copy of a Certificate of Liability insurance confirming the required insurance coverage and an endorsement naming Astoria Downtown Historic District Association (ADHDA) (PO Box 261, Astoria, OR 97103) and City of Astoria (City of Astoria, 1095 Duane Street, Astoria, Oregon 97103) as an additional insured under the policy. Specialized Farmer's Market vendor insurance is available. See, for example, Campbell Risk Management <https://www.campbellriskmanagement.com/for-vendors/> or Oregon Farmers Market Insurance | FLIP (<https://www.flipprogram.com/farmers-market-insurance>) or Farmers Market Insurance Oregon - Cost & Coverage (<https://generalliabilityinsure.com/small-business/farmers-market-insurance.html>) or consult with a local insurance agent. Please contact Market Manager with any questions or concerns regarding insurance policy.

Vendor Parking: These lots are the only parking available for vendor use:

The City lot between 9th and 10th on Exchange

Library lot – 10th and Exchange

US Bank lot – 9th and Duane

Health Department (County lot) – 800 Exchange (8th & Duane)

Columbia Bank lot – 11th and Exchange

Bus Station lot – 9th and Marine

Exchange and 13th (down ramp to lower level)

NO ON-STREET VENDOR PARKING ALLOWED-- \$50 FINE – this includes Street Parking on 10th and any street parking in front of an existing business. We are strict about this rule. Vendors who park on the streets take up valuable space for shoppers.

Cleanup: You are responsible for keeping your space clean & the removal of all trash at the end of the day. You must leave your market spot clear of any trash or debris at the end of the day, or you can be fined up to \$25 / market day.



Trash disposal: Remove packing boxes and higher volume trash with your own vehicle. We do allow vendors to utilize market trash bins and the dumpster for limited personal/vendor items only.

No Smoking at Astoria Sunday Market.

Covid Protocol: You must follow covid health and safety protocol as determined by the market manager prior to each market day, such as wearing a mask, social distancing, covid-safe booth arrangements. New covid protocol will be made clear prior to market days via email. Failure to comply may lead to temporary or permanent removal from Astoria Sunday Market.

Food Vendors & Growers:

You are responsible for meeting applicable health department codes.

You must take all your trash with you at the end of the day.

You are responsible for meeting all regulations in the State of Oregon that pertain to your business

Questions about food permits and regulations can begin here:

Oregon Department of Agriculture Food Safety: (503) 325-8086

Clatsop County Public Health

health@co.clatsop.or.us

(503) 325-8500

www.co.clatsop.or.us/publichealth

Market Contact:

Shelby Meyers, Market Manager (503) 440-7168

Email: shelby@astoriadowntown.com

Website: www.astoriasundaymarket.com

Facebook: www.facebook.com/astoriasundaymarket

Instagram: @astoriasundaymarket

Mailing Address: P.O. Box 261, Astoria, OR 97103

Vendor Contract 2022 (To be completed on application)

I request to sell at the Astoria Sunday Market (Market). I have read and agree to pay the Astoria Sunday Market all required application and weekly fees. I will abide by all Market rules and regulations, as well as all state and federal laws, American's with Disabilities Act (ADA), codes and regulations, and to cooperate with the Market Management.

Indemnification

I agree to indemnify and hold harmless Astoria Downtown Historic District Association (ADHDA), City of Astoria and their officers, directors, employees, representatives and agents from and against all liability, claims,



demands, losses, damages, levies and causes of action or suits of any nature whatsoever, arising out of or related to my activities at the Market. I acknowledge and accept liability, responsibility and control for all products that are sold by me at the Market, and for all activities and operations conducted by me in conjunction with the Market. By this agreement, I also agree to defend and hold Market, ADHDA, and the City of Astoria harmless and indemnify them from and against all liability claims, suits, damages, levies, cost, losses and fees including attorney fees arising out of or related to my Market activities.

Insurance

I understand that I am required to obtain general liability and property damage insurance coverage for losses arising from my activities at the Market with limits of no less than \$1,000,000.00 per occurrence. At least 2 weeks before vending at the Market, I will transmit to the Market manager with a copy of a Certificate of Liability insurance confirming the required insurance coverage and the endorsement naming Astoria Downtown Historic District Association (ADHDA) (PO Box 261, Astoria, OR 97103) and City of Astoria (City of Astoria, 1095 Duane Street, Astoria, Oregon 97103) as an additional insured under the policy. Please contact Market Manager with any questions or concerns with insurance policy.

Vending Locations

I understand that my assigned vending location is at the discretion of Market and may vary. I understand that this contract may be terminated by either me or Market at any time, without cause, on 48 hours written notice. In that event I will not be entitled to a refund of my application fee.

Sales Review

I acknowledge that the Market reserves the right to audit sales at the vendor's booth. The Market may review my sales records to determine gross sales made at the Sunday Market, and I agree to cooperate with that review. If requested by the Market Manager, Vendor is required to provide current and accurate financial statements upon request. The failure or refusal to provide adequate documentation to support gross sales may result in immediate suspension or termination of Vendor.

Photography Consent

I give Astoria Sunday Market permission to photograph / video my booth and my likeness and post it in advertisements and social media.



COVID Guidelines

I agree to follow Astoria Sunday Market COVID guidelines applicable at the time of Market operations.

Harassment and Workplace Conduct Policies

Vendors are expected to treat others in the Market in a civil and respectful manner and may not treat any person in a manner that is demeaning, rough, menacing, vulgar, profane or abusive, or in a manner that involves discrimination or harassment based on race, ethnicity, gender, sexual orientation, age, disability or national origin. The safety and well-being of Market employees, customers, volunteers, vendors and visitors is of utmost importance. Harassment, threatening behavior, acts of violence, hate speech and discriminatory actions at the Market, office or by electronic means will not be tolerated and are grounds for immediate dismissal or expulsion from the Market. Expulsion is at the sole determination of the Market Manager.

Business Conduct

Businesses that participate at Market are expected to conduct themselves, both at and away from Market, in a manner that contributes to the success and integrity of the Market. We reserve the right to terminate our agreement with any Vendor that conducts themselves in a way that undermines the reputation of our Markets. This conduct includes but is not limited to egregious, dishonest or illegal activity.