

Bessemer City Hive Market Vendor Rules and Guidelines



Our Mission

The mission of the Bessemer City Hive Market is to provide a dynamic and diverse community gathering space to help local farmers and artisans connect with the community and expand access to farm-fresh foods.

This is a living document. All participating vendors will be required to read all information included before applications will be approved each year.

Market Location

Hive Market is located at Centennial Park on W Virginia Ave between S 12th St and N 13th St across from Linear Park. The official address is 114 W Virginia Ave. Bessemer City, NC 28016.

Market Dates and Times

Hive Market operates every other Saturday from June 3rd through August 26 2023 from 8 am to 12 pm, rain or shine. Vendors must complete unloading and setup by 7:45 am. Vendor parking is across the street from Blossoms on E Virginia Ave at S 12th St.

Management

Hive Market is operated by the City of Bessemer City. The Downtown Development Board, along with the Development Services Director, is charged with long and short-term planning of the Hive Market. Daily operations are managed and supervised by a Market Manager from Bessemer City Parks and Recreation Department staff.

Application Process

Applications will only be accepted via online submission. The application fee (\$50) must be paid in person at the Finance Department located at 125 E Virginia Ave, Bessemer City, NC 28016 from 9am to 4pm Monday through Friday. Applicants will be notified within 7 days of submission whether they have been approved for the market.

Regional vendors are given priority. Products from the surrounding counties may be sought out if a vendor from Gaston County is not available. All craft products must be handcrafted by the participating market vendor. Artisans offering demonstrations are highly encouraged. Vendors that sell products with foods that have been processed or prepared locally, or are 100% producers will be given preference. The owner, co-business owner, or family member of a vendor will be given preference. The Events Team or Market Manager have the

right to deny any applicant. If a new applicant wishes to sell items in a category that is already full in the market, they may be placed on a waiting list.

Vendor Eligibility and Selection

Vendor Categories:

Growers and Foragers - flowers, plants, produce, wild herbs and mushrooms
Animal Products - honey, eggs, dairy, meat and fish

Baked Goods - sweets, pastries, bread, etc. Consumables - relish, jam, coffee, spices, kimchi, pasta, and fresh beverages

Prepared food - mobile food cart or truck with prepackaged food served.

Handmade Items - jewelry, bath and body products, pottery, woodwork, cleaning products, metal work, candles, crochet or knit and needle work, photography, paintings, etc.

Vendor Amenities

Certain amenities such as proximity to water or electricity need to be noted in the application. The Events Team and Market Manager will attempt to place vendors based on level of need. Each vendor will be supplied a 10' x 10' tent on market days, but each vendor will be required to provide individual tables for their market space.

Vendor Target Makeup and Categories

50% Growers, Animal Products and Foragers

35% Baked Goods, Consumables and Prepared Food

15% Handmade items

Target Vendor Makeup: The core of the market is formed by local farms. Other vendor types may be limited compared to the active number of farmers vending.

Vendor Booth Pricing Option for 2023

*****There is no weekly fee to rent space at the HIVE Market for the 2023 season. The only applicable fee is \$50 application fee as stated in the Application Process of this packet. *****

Hive Market is a rain or shine market and Vendors are expected to be prepared (for predictable weather such as rain, heat, chill or wind). The market may be canceled due to dangerous weather conditions. Vendors will be notified of this event within a reasonable period, and the Market Manager will strive to announce the cancellation 48 hours prior to the scheduled market when possible with weather related scenarios. Vendor pets are not allowed at the market. Vendors must wear a shirt, pants and shoes. There is no tobacco use allowed inside the market, including vape, chew and tobacco products of any kind. Booth spaces may not be sublet to unapproved vendors. Sales of alcohol by permitted entities (wine, beer and cider) must be by

bottle or can only. Consumption of alcohol is limited to tastings only, and open containers of any kind are not permitted outside of the market premises. Hive Market requires that all vendors comply with standards of professionalism that promote open communication, mutual respect, and the best interest of the market. Disruptive actions or remarks that undermine the shared success of any or all vendors are unprofessional and unacceptable. Hate speech and verbal harassment are examples of unacceptable behavior. Vendors must adhere to any rules regarding safety in terms of public health (including COVID-19) as communicated by the Market Manager. Unique vendor fee payment circumstances and package pricing situations will be handled individually and decided by the Market Manager.

Vendor Violations

All rules, responsibilities and market policies must be followed by vendors including this document and the vendor application. A written warning will be issued for the first offense. A second offense will result in exclusion from the Hive Market for the rest of the Season. Repeated or severe violations may lead to permanent barring of the vendor for future market participation. Issues with any vendor need to be put in writing and given to the Market Manager, including specifics of the violations.

Inspections and Certifications

Hive Market is not responsible for vendors in violation of licenses, permits, certifications, inspections, or sales taxes. Vendors are responsible for their own product liability insurance or personal insurance. Vendors must have a copy of their inspection forms on file with the Development Services Department. All prepared food items, meat, fish, and cheese sold must meet state and local health regulations including but not limited to the inspection of the vendor's kitchen by NCDA health inspectors, labeling in compliance with the regulations, Meat and Poultry Handler's License, and FDA Short Course Certification for Acidified Foods. Vendors who use the word "organic" to describe their products or practices must comply with the USDA organic regulations. Vendors of organic items must have a copy of their certification on file with the Market Manager. Vendors who sell less than \$5,000 worth of produce per year may use the word "organic" in describing produce if the vendor has a signed "Small Scale Organic Grower's Declaration of Exemption" form on file with the Market Manager. Vendors selling wine, beer or cider must provide a copy of an up-to-date permit from the NC Alcoholic Beverage Control Commission and a copy of their liability insurance. Licensees must abide by all applicable regulations and laws including those of the City of Bessemer City and NC ABC Commission

Food Trucks, Prepackaged Foods, Cooking Demos and Tent Stand Cooking

Mobile Food Units must submit a copy of their latest inspection as well as a copy of their permit from the Gaston County Health Department. Inspection grades must be 90 or above. Prepackaged Foods must come from a NCDA inspected kitchen and cannot be tampered with in any way after leaving the certified kitchen or at market. Cooking Demos are permitted without

additional licensing, but payment cannot be accepted for food prepared during a demo. Tent Stand Cooking is not allowed unless a Temporary Tent Stand permit has been obtained from the Gaston County Health Department 15 days in advance. Local law prohibits Tent Stands from setting up at recurring events such as farmers markets.

Hold Harmless Agreement

As a condition of participating in the Hive Market, all Vendors agree to the following hold harmless provisions:

Each vendor participating in the Hive Market shall be responsible for any loss, personal injury, deaths, and/or other damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees, and hereby agrees to exonerate, hold harmless, indemnify and defend Hive Market, its successors and assignees, from and against any and all losses, damages, claims, suits or actions, judgments and costs, and attorney's fees which may arise or grow out of any injury or death of persons or damage to property in any manner connected with the vendor's products, operations, or vending at the Market.

The Friends of Downtown Bessemer City holds general liability insurance for Hive Market. This insurance DOES NOT cover vendor spaces or products. Vendors must have insurance covering participation in the market. As it is not practical for the market to manage each individual vendor's insurance coverage, this is a self-enforced requirement.

Vendor Printed Name: _____

Vendor Signature & Date: _____

For any questions contact:

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Doug Ross, Market Supervisor (704) 629-5111