



## ROSLINDALE VILLAGE MAIN STREET

### **Roslindale Village Main Street Holiday Market VENDOR POLICY**

*The RVMS Holiday Market may at any time modify or add to the Market Policy and is solely responsible for the interpretation, definition, and clarification of the Policy. Any such decision will be binding upon all parties. The RVMS Executive Director, Event Manager, and members of the RVMS Event Committee as part of the Policy Sub-committee are responsible for enforcing the Market Policy.*

#### **Market Contact Information:**

*Steve Marcelin, Event Manager Roslindale Village Main Street*

*Email: [events@roslindale.net](mailto:events@roslindale.net)*

*Telephone: 617-327-4065*

*Mail: 4236A Washington St, Roslindale, MA 02131*

*The RVMS Holiday Market will take place on Birch Street Plaza on December 12th from 4-8 pm with a snow/rain date of December 19th. This is an outdoor event.*

#### **Vendor Selection Criteria**

Permits for space at the RVMS Holiday Market require that applicants submit their application by the deadline of October 30th and pay their vendor fee by November 20. Because more vendors qualify than there are spaces available, the RVMS Event Manager and RVMS Events Committee award permits based on product wholesomeness and diversity, vendor mix, and community appeal. Participating in a prior RVMS market does not guarantee space at any future markets. Priority will be given to artists and artisans who create handcrafted items themselves.

Note: The RVMS Holiday Market is nonpartisan. Political candidates and their volunteers will not be given table space. Elected officials and candidates are encouraged to visit the RVMS Holiday Market, enjoy the community exchange and entertainment and patronize the market's vendors.

## *Market Logistics*

### **1. Assignment of Space**

The Event Manager will assign spaces to vendors a few days prior to the Holiday Market. The map will be emailed a few days before the market to vendors and should be reviewed by vendors prior to arriving at the market. Space assignment may need to change at the discretion of the Event Manager. Vendors may not give their assigned space to another party.

### **2. Set Up**

Vendors for the Holiday market may begin setup as early as 3:00 pm but must be completely set up by 3:45 pm for the 4:00 pm opening. Sales are not permitted before 4pm. Unloading and loading of vehicles should take place on Poplar St or Washington St. All vendor vehicles must be moved by 3:45 pm.

### **3. Attendance**

Vendors are expected to attend on the date that they committed. The market takes place rain or shine. In rare cases where weather conditions create a serious hazard, the Event Manager will contact vendors by phone to inform them of a market cancellation or rescheduling. The 2024 Holiday Market has a rain/snow date of December 19th.

Tardiness is destructive to the market. Vendors must contact the Event Manager directly via email: [events@rosindale.net](mailto:events@rosindale.net) or by phone (617.327.4065) at least a day in advance if they will not be attending due to predicted rain or other emergencies. We will do our best to accommodate you, but refunds will not be issued.

### **4. Market Sales/Advertising**

All vendors are required to advertise truthfully and to respond to customers' questions in a like manner. We encourage all vendors to use adding machines or registers when totaling customer purchases.

### **5. Tents/Canopies/Umbrellas**

Outdoor vendors are responsible for providing their own equipment and for ensuring that all structures are secure. For safety, weights or stakes for canopies/tents at market are mandatory, with a minimum of 40 pounds per tent leg. Vendors will be asked to take down and stow any canopy that is not properly anchored.

### **6. Electricity**

Vendors needing electricity must outline their requirements in their application and get advance approval from the Event Manager for using the electrical outlets available onsite. All cords must be secured to the ground, especially when wires cross walkways.

## **7. Permits**

The City of Boston requires any food vendors to have a one-time temporary food permit which has a fee of \$30 for anyone selling consumable products. Please use the link below to access the temporary food permits. RVMS will pay the fee for vendors but we still require vendors to send us their vendor profile.

[https://www.boston.gov/sites/default/files/file/document\\_files/2018/08/temporary\\_food\\_permit.pdf](https://www.boston.gov/sites/default/files/file/document_files/2018/08/temporary_food_permit.pdf)

Please send the document form to the Roslindale Village Main Streets office at:  
**Roslindale Village Main Street, 4236A Washington Street, Roslindale MA 02131**

## **8. Vendor Payment**

Invoice for the Holiday Market will be sent out to individual vendors after they receive their acceptance letter and must be paid by November 20 at the latest to keep your spot. After that date, acceptances from the waitlist are sent out. If you are selected from the waiting list you will need to make payment by December 4th.

## **9. Clean up**

All vendors are expected to pick up after themselves. Birch Street Plaza must be left in the same conditions it was before the market. All vendors must be out by 8:15.

## *Appendix*

### **Mission Statement**

The mission of Roslindale Village Main Street (RVMS) is to promote Roslindale Village as an appealing destination and the dynamic center of our community. As a nonprofit organization, we bring together local volunteers, businesses and public agencies to strengthen the Village's economic vitality, physical appearance and unique local character.

### **Market Oversight**

Overall management of Roslindale Village Main Street and the RVMS Holiday Market is provided by the Roslindale Village Main Street Board of Directors, which is composed of up to 21 volunteer members. The RVMS Executive Director provides day-to-day management of RVMS and oversees the Event Manager. Together they qualify vendors and direct the operations of the RVMS Holiday Market.

The permit issued by the RVMS Holiday Market based upon the material representation in a vendor's application constitutes an agreement to abide by the rules established by this vendor policy.

RVMS is not a regulatory organization. RVMS is interested in facilitating this system as it relates specifically to operating a fair, appropriate, and successful holiday market. While it is not the primary goal of RVMS to take enforcement action, RVMS is prepared to enforce the policy established and adopted by RVMS. This policy is enforced by the Event Manager with assistance by the Policy Sub-committee of the Event Committee, and Executive Director.

### **Hold Harmless and Indemnification Agreement**

The undersigned party and its directors, employees, officers, agents, or volunteers (collectively "Vendor") agrees to defend, indemnify and hold harmless Roslindale Village Main Streets, Inc., its directors, employees, officers, agents, or volunteers, etc., from and against all liability, claims, and demands, on account of injury, loss, damage, or expense, including defense costs, court costs and attorney fees, which arise out of or are in any manner connected with this Agreement, if such injury, loss, damage, or expense is caused or is claimed to be caused in whole or in part by the act, omission, error, professional error, mistake, negligence, or willful act of the Vendor or of any sub-Vendor of the Vendor. The Vendor agrees to investigate, handle, respond to, and provide defense for and defend against, any such liability, claims, and demands at the sole expense of the Vendor, or at the option of Roslindale Village Main Streets, Inc. and agrees to pay to or reimburse Roslindale Village Main Streets, Inc., its directors, employees, etc. for the defense costs incurred by Roslindale Village Main Streets, Inc. its directors, employees, officers, agents, or volunteers, etc. in connection with any such liability claims, or demands. In the event of litigation, arbitration and/or mediation, Roslindale Village Main Streets, Inc. has the right to have separate legal counsel of its choosing, upon request, the reasonable cost of which is to be paid by Vendor. The obligations of this Section shall not extend to any injury, loss, damage or expense that is caused by the willful misconduct of Roslindale Village Main Streets, Inc., or its directors, employees, etc. or its officers, employees, agents, or volunteers.

### **Arbitration/Litigation**

Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Roslindale Village Main Streets, Inc. is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part

of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.