

2025-2026 NORTH RIVER COMMUNITY MARKET

North River Community Market (“The Market”) is organized and operated by Novan Group Inc. and is sponsored by the Palmetto Marriott Resort & Spa. All vendors and exhibitors must observe market regulations. Neither Novan Group Inc., the sponsors, nor any of their respective representatives, employees, officers, members, or directors shall be held responsible for any loss, injury, theft, damage, or liability incurred by a vendor/exhibitor, their employees, agents, or guests, whether arising from negligence, weather, acts of third parties, or otherwise. The vendor/exhibitor agrees to indemnify, defend, and hold harmless Novan Group Inc., all sponsors, and their respective representatives, employees, officers, members, volunteers and directors from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorney’s fees) arising out of or relating to the vendor’s participation in the Market. Vendors causing damage to the premises or property will be held liable for the full cost of repair and any associated expenses.

TERMS AND CONDITIONS

LOCATION:

The Market will be located at the Palmetto Marriott Resort & Spa located at 600 US-41, Palmetto, FL 34221 in “The Yard”.

DATES OF OPERATION:

The Market is run year round and held on the 2nd Sunday of September 2025 and then on the first Sunday of each month afterwards, from 10 am until 2 pm, rain or shine. Days and hours of operation are subject to change with notice from the Market Manager or Director. A season runs from September through June. There are 9 markets in the season: September 14, 2025, October 12, 2025, November 2, 2025, December 7, 2025, January 4, 2026, February 1, 2026, March 1, 2026, May 3, 2026, June 7, 2026. (No market on Easter Sunday.)

VENDOR SETUP AND BREAKDOWN:

- The Market is open to vendors at **7:30 am** and they must be in their reserved space by **9:45 am** or forfeit their spaces. (If this is not enough time to set up, please contact the Market Director **as soon as possible** at lisa@northrivermarket.com)
- No vehicles will be allowed inside the market area due to the surface area being damaged as it is on pavers or artificial turf.
- All vendors will unload at the curb and then immediately park in the designated vendor parking area to keep the unloading area moving. **After parking**, vendors will need to cart their items to their location.
- Vendors must check in at unloading and receive a parking pass to place in their windshield. **This is required, as this will also check you into the market for the day.**
- Only registered vendor food trucks will be allowed to park alongside the curb in designated areas.
- There is to be no early breakdown of booths. If a vendor breaks down early, they may be disqualified from attending future markets with no refunds.
- Each vendor is responsible for their trash, recycling and/or cooking debris. Before leaving, your space should be as clean, or cleaner, than when you arrived. Pick up all scraps of trash, spills, and any other trash within 6 feet of your booth regardless of whether you generated the trash, or debris.
- Vendors who use Market trash cans will be charged a \$20 trash fee.
- Your display should be packed up and carted to the loading area **before** bringing your vehicle to the loading area to avoid delays in loading. If your merchandise is not readily available to be loaded, you will be asked to move your vehicle to the back of the line.

OPERATING TIME:

The market is open to the public from 10 am until 2 pm. Vendors are not permitted to sell to customers before 10:00 am; however, vendors may sell to other vendors.

- Vendors may not leave their own booth with products and sell outside of their vending space. Other vendors must come to you to purchase items.
- A vendor booth must be manned at all times during the market hours.

BOOTH FEES & REGISTRATIONS:

- The vendor must complete the vendor application via the website. Submission of an application does not guarantee your acceptance.
- The vendor will receive in writing if they are accepted into the market or if they are denied.
- Once accepted into the market, the vendor will receive an invoice to pay online via credit card.

BOOTH FEES & REGISTRATIONS: continued

- After payment has been received, the Market Director will assign a booth space to the vendor. Assignments are done based on when payments are received with preference going to vendors participating in all markets.
- The Market Director will try to meet booth location requests, but the market and spacing may fluctuate month to month.
- The booth size and premium location requests are not guaranteed.
- No payments will be accepted on market days.
- A vendor must receive written approval for markets before payment can be made.
- Once approved into the market, vendor will receive the link to make payments for all markets. You can pay for one or multiple.
- Vendor must pay for the first market they are participating in within 10 days of being approved, otherwise, they will forfeit their space and be put on a waiting list.
- All booth spaces must be paid 2 weeks before the market date. If not paid by then, the vendor may be dropped from the market.
- A vendor must receive written approval for markets before payment can be made.
- If a booth payment has subsequently been charged back, there will be a \$100 fee assessed and from then on, we will only accept cash for payment.
- Booth Fees are non-refundable. However, each vendor is allowed a one time transfer to a future market date if the cancellation is received 10 or more days before the market date. The new market date will be based upon availability and approval from the Market Director.
- If the vendor cancels on the new transferred date, the vendor will forfeit their fees and will then be added to our waitlist for future markets.
- No refunds shall be made within 14 days of the market date you applied for. Refund requests must be made via email to lisa@northrivermarket.com.
- Approved refunds will be less a 5% processing fee for those who paid via credit card.
- Photos or video including sound may be taken of you, your booth, products or works and may be used to promote this and future events without compensation or benefit to you. Vendor hereby grants The Market, The Marriott and Novan Group Inc. use of photos and/or videos submitted with application, as well as taken during the markets. Vendor waives any right to inspect or approve the finished media or any printed or electronic matter that may be used in conjunction with such photos or videos.

INSURANCE:

Vendors are required to maintain a general liability insurance policy with a minimum coverage of \$1,000,000/\$2,000,000. Once accepted into the market, vendors will be required to supply a Certificate of Insurance (COI) naming, separately, Novan Group Inc., and the Palmetto Marriott Resort & Spa, each as Additional Insured. No vendor will be allowed to participate if certificates are not received two weeks prior to the first market day. If the correct COI's have not been received by then, the vendor may be dropped from the market.

REFUNDS:

- There will be NO refunds due to inclement weather, force majeure, civil unrest, emergency cancellation, or any other cause beyond the control of the Market that results in cancellation or disruption of the event. At the sole discretion of the Market Director, a future credit may be issued, but this is not guaranteed.
- In the event of cancellation by The Market, vendors will be notified via text message, email and an update and info will be posted on the Market's website.
- Approved refunds will be less a 5% processing fee for those who paid via credit card.

CALL-OFFS AND NO SHOWS:

- Call-offs must be sent by Friday **before NOON** prior to planned Sunday absence via email to the Market Director, Lisa Comeau at lisa@northrivermarket.com.
- A vendor contracted for 2 or more spaces must use all spaces weekly, otherwise it is considered a no show.
- This policy does not apply to emergency situations. Excuses will be considered by the Market Director who has the sole authority to approve an emergency call off.
- After 2 call-offs or no shows, the vendor is expelled for the remainder of the season.
- Fees will not be refunded for call offs or no shows and missed fees will be collected if in arrears.

WEATHER:

- As a rain or shine Market - closing will not occur unless a rain date has been established due to any major upcoming storms. Vendors will be notified in advance, should this happen, and may apply their fees to an upcoming market.
- The Market uses the Weather Channel app and anything optional regarding weather may only happen if that app has issued a thunderstorm or lightning warning within three miles of 600 US-41, Palmetto, FL 34221. Closings based upon weather conditions not known in advance are unknown and are not applicable to refunds.
- Vendors have the option to call off by the assigned times when offered by the Market Director without penalty.

BOOTH SPACES:

- The Market will provide a 10'x10' or larger space outside based upon the selection on your application.
- Only one vendor per space. NO subletting or sharing of space allowed.
- Vendor will provide their own tent, tables, chairs, displays, signage, etc.
- Your tent frame must fit within your booth space and be constructed to withstand inclement weather conditions.
- Tents **must be** adequately weighted down. There is to be **NO staking** of tents in the market area.
- Observation of an unsecured or staked tent may result in its removal, closure of booth and forfeiture of all fees paid.
- Vendors are solely responsible for all damages caused by their tents and subject to damage fees as decided by the Marriott.
- Vendor may only sell or work from the confines of their booth. If more space is required, please purchase additional space.
- Vendor shall not relocate, move, switch or trade booth space without the express consent of the Market Manager or Director.
- Vendors may not play loud music or radios at their stall or engage in loud hawking or shouting to promote products
- Tent peak, tent banner, or shark fin flags must be attached to the Vendor's tent.
- Use of quiet generators is permitted if you have a working fire extinguisher. Please set up generators behind your booth.

PARKING:

- Vendors must park their vehicles in the designated vendor parking area only.
- All vendor vehicles must place their parking tag in the windshield where it is visible.
- Any vendor found parking extra cars in the customer lots will be towed at the owner's expense.

ADVERTISING:

- No vendor signage is allowed at the Market for advertising products unrelated to those sold at the Market.
- Signs for political, religious, advocacy, etc. purposes are not allowed.
- Cross promotion of other Vendors' products is encouraged via signage.

PROHIBITED ITEMS:

- The Sales of Fire Arms, Obscene Materials, Stolen Merchandise, and Illegal Paraphernalia are strictly forbidden.

CODE OF CONDUCT:

- All vendors, staff, volunteers, and any other persons participating in the Market function shall not discriminate against any individual.
- All vendors, staff, volunteers, and customers are expected to act in a professional manner and to treat one another with respect.

NON-DISPARAGEMENT:

Vendors and/or their agents and employees shall not disparage, demean, or make negative comments about, in any form or fashion, other vendors or their products or spaces, market staff or the North River Community Market itself. Conduct meant to harm someone's reputation and/or business will not be tolerated. This includes all social media outlets.

TAXES AND LICENSES:

- All Vendors are responsible for any taxes associated with their act of being a vendor, according to Federal, State and Local laws.
- All vendors are required by local, city, county, state, and federal government departments to obtain any necessary permits, certificates, and licenses for selling at the Market and for selling products.
- If a permit or certificate is required to be obtained, renewed, displayed, or possessed it is a market rule also. It is the vendor's responsibility to know what to obtain.

GLOBAL PANDEMICS:

- Should a situation like COVID-19 arise again, changes will be made to the Terms and Conditions.

SMOKING:

The use of any tobacco products, vaping and e-cigarettes is not permitted in the vendor areas.

FIRE SAFETY:

Any Vendor using an open flame for any purpose or cooking oil for frying **must** have a fire extinguisher rated for the potential fire *visible and within reach*.

PRODUCT SAFETY:

The Vendor is responsible for the safety of any and all of the products they offer for sale. The Market will bear no responsibility for any injury or illness caused by Vendor products.

PUBLIC SAFETY:

- The Vendor is responsible for his/her equipment. All tents, canopies and other protective structures must be **weighted down** to prevent accidental movement by the wind. Failure to do so will require the Vendor to immediately remedy the situation by taking their tent down.
- The vendor must be physically able to set up and take down their own tent without the assistance from the Market staff or other vendors.
- Any damage caused by one vendor to another vendor’s property will be the responsibility of the offending vendor.
- All food items must be prepared in accordance with applicable local, state, and federal regulations and must be covered at all times.

FORCE MAJEURE:

The Market shall not be held liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, public health emergencies, civil unrest, government actions, war, or any other unforeseen circumstance that makes the operation of the Market impossible or impractical. **In such events, the Market shall not be liable for refunds. At the sole discretion of the Market Director, a future credit or transfer may be considered, but is not guaranteed.**

VENDOR REPRESENTATION & WARRANTY:

By agreeing on the vendor application or physically signing the application, the vendor agrees to all the Terms & Conditions.

Signature: _____

Printed Name: _____

Company Name: _____

Date: _____