



Acknowledgement of Midland College District Florida Ave. Market at Cogdell Event Guidelines

Purpose:

The purpose of the market is twofold: 1) Help entrepreneurs increase sales; 2) Better understand the needs of participating entrepreneurs; The Florida Ave. Market at Cogdell is a program coordinated by the Midland College District's Business and Economic Development Center (BEDC), which is a department located at the Cogdell Learning Center, 201 W. Florida, Midland Texas 79701.

Market Location:

Cogdell Learning Center parking lot, 201 W. Florida, Midland, Texas, 79701

Applications:

Applications must be submitted annually. New vendors may be accepted throughout the year at the discretion of Florida Ave. Market at Cogdell. These spaces will be available on a first come, first serve basis.

Reserving a Space:

Vendors must notify the Market Coordinator by the Monday before the market if they are to be absent. The number of booths with electric access is limited. The fee must be paid via check or cash. Any returned check fees will be charged an insufficient funds fee of \$35.00 by Midland College.

Market Cancellations:

The market will be cancelled if inclement weather arises. The Florida Ave. Market at Cogdell will communicate with you via email, phone call or text for market cancellations. No refunds will be given.

Admission of Product Being Sold by Vendors:

Only items approved by Florida Ave. Market at Cogdell can be sold. Please be accurate when completing the application. If additional items would like to be added during the season, vendors must contact the Market Coordinator for product approval prior to the market at which the product will be sold. The sale of alcoholic beverages and or tobacco products of any kind is not allowed. The Cogdell Learning Center is a tobacco free campus.

Admission of Services Being Promoted by Vendors:

Services can be approved to participate in the Florida Ave. Market at Cogdell. However, the maximum percentage of vendors that can be service related is 20% of the total number of vendors in any given market.

Vendor Spaces:

Vendor spaces will be assigned at the sole discretion of Florida Ave. Market at Cogdell. Booth location may change during the course of the season. Vendor spaces are 10 feet wide and 10 feet deep. Double spaces are 20 feet wide and 10 feet deep. Vendor must ensure that no trash or any other items are left behind and the space is left in a clean and neat condition. Vendors are encouraged to bring a sign that includes a business name and logo. Vendor booths must not trespass onto neighboring vendor booth areas or market walkways.

Vendor Equipment:

Vendor is responsible for providing all their own equipment needs. This includes: tables, chairs, tents or other shade devices, electrical equipment (electricity can be provided for an additional fee), sacks, boxes, etc. Due to windy West Texas weather, tents should be safely secured and not a hazard to vendors or attendees. Stakes CAN NOT be used on the asphalt of the parking lot. All booths are outdoors. Vendor agrees not to operate any loud-speaker system, radio, or televisions in their spaces.

Set-up and Tear-down:

Vendors may arrive as early as an hour before the market starts and must be ready to sell to the public when the market opens. Everything must be unloaded and vehicles must be moved to the parking area fifteen minutes before the market starts. The market

will close on time, and all sales must be completed by that time. Vendors should not depart the market premises until they have completely packed their items and cleaned up any trash or debris.

Authorized Agents:

Sales by other family members and/or employees, also known as “agents” are permitted. You are responsible for all agents in your business. By signing the application, you acknowledge that you accept responsibility and liability for all agents and their actions.

Professional Code of Conduct

Vendor shall conduct themselves in a manner that represents Florida Ave. Market at Cogdell with dignity and respect; demonstrate the qualities of civility and professionalism; refrain from the use of inappropriate or intimidating language; and always treat other vendors, staff and market customers with courtesy and respect. Vendor agrees to exercise the utmost care in the use of facilities and properties belonging to Midland College District’s Florida Ave. Market at Cogdell. Should a vendor at any time occupy the premises in a manner contrary to the rules of the Florida Ave. Market at Cogdell, or in a manner that is hazardous or offensive to the public, said vendor will be asked to cease the offending conduct by the Midland College District’s Florida Ave. Market at Cogdell Coordinator or other Midland College District representative. Failure to immediately conform conduct as requested shall be cause to revoke this-agreement and the vendor will be removed from participation at the market. The Florida Ave. Market at Cogdell is relieved and discharged from any and all loss or damage occasioned by such removal. The vendor will not be reimbursed the market fee.

Limitation of Liability:

Vendor agrees the Midland College District’s Florida Ave. Market at Cogdell and its members, officers, directors, affiliates, employees, attorney, resellers, partners and agents will not in any event be liable for any money damages whatsoever including direct, indirect, special exemplary, incidental, punitive or consequential damages, whether such liability is based on contract, offense (including negligence) or any other legal or equitable grounds.

Indemnification:

Vendor and any agents agree to indemnify and hold harmless Midland College District’s Florida Ave. Market at Cogdell and its members, officers, directors, affiliates, employees, attorneys, resellers, partners and agents from all costs, losses, damages, liabilities, expenses, penalties and fines that may occur to property or self, while on the premises.

As a Vendor, I allow the Florida Avenue Market at Cogdell and Midland College to advertise my business name and products in their marketing media including, but not limited to the Midland College Webpage and social media sites.

By signing this document, vendor declares they have read and agree with all the guidelines and to abide by them.

COVID-19:

For health reasons, the following are encouraged:

- facilitate social distancing of six feet
- do not provide samples
- have hand sanitizer available for customers
- to accept touchless methods of payment

For health reasons, as compared to the 2019 season, the following changes will be implemented for the 2021 season:

- social distancing of six feet among all visitors
- canopies, tables and chairs for shoppers will not be set up
- no canopies, chairs and tables will be provided to vendors

Business Name: _____

Owner Name: _____

Owner Signature: _____

Date: _____