



## **Main Street Martinez Open Air Market 2023**

**2<sup>nd</sup> Sundays – May through November**

**May 14<sup>th</sup> June 11<sup>th</sup> July 9<sup>th</sup> August 13<sup>th</sup>**

**September 10<sup>th</sup> October 8<sup>th</sup>, November 12<sup>th</sup>**

**9AM-1PM**

### **Vendor Application Terms & Conditions**

This agreement is made upon acceptance by the Downtown Martinez Vendor Market. Additional information will be sent to you with your show confirmation.

Vendor Application

Fee per event (monthly) \$70.00

\*Due to an increase in no-show vendors, we will be implementing a new policy. Moving forward, if you are a no-show without a week prior notification you will be charged an additional \$35 no-show fee and potentially removed from future markets. It is important for all vendors to show up for the benefit of the layout and success of the event.

Downtown Martinez Businesses holding an active 2023 Downtown Martinez & Co. Membership – Up to 3 markets free (dependent on space availability, must submit application and have a physical booth with business representation).

Payment by check or credit card (credit card processing fee of \$8). Downtown Martinez & Co. will call vendor upon vendor acceptance for credit payment or check will be cashed upon vendor acceptance or returned if not accepted.

Mail check payment to:  
Downtown Martinez & Co.  
PO Box 776  
Martinez, CA 94553

\*\*\*Please submit SEPARATE checks for all dates signing up for. Your application and payment must be made to secure your date/s. There will be no holding spaces for future dates unless payment is made. We will confirm your booth space once payment received.

Rain or Shine. Unless deemed unsafe by event coordinator in which case, credit will be given towards another Open Air Market date. No refunds for any reason (except COVID related - health order change or positive COVID test with proof of test results).

**NEW THIS YEAR PLEASE READ. Spaces will be booked maximum of 3 at a time. If you would like to sign up for the entire season in advance, that will be considered an event sponsor for the cost of \$1,000. With that comes the same booth placement and logo/name on marketing materials.**

**Downtown Martinez & Co. requires all vendors to comply with any current mask, social distancing and pandemic requirements as they are updated.**

- Event will be located on the 800 block of Main St. Location and load-in information will be communicated to each vendor no later than the end of the day on the preceding Friday.
- Event will provide Vendors a 10'x10' space.
- Term of use is 9am to 1pm on event date(s) per application and payment received.
- Vendor shall reserve space and pay the full sum for each event prior to the event date(s)
- There is a \$35 service fee on returned checks.
- Vendor shall provide Event with a valid California Seller Permit at time the application is submitted.
- Vendor agrees to specify on Vendor application the type of articles or merchandise to be sold as well as include website or email product images to [director@downtownmartinez.org](mailto:director@downtownmartinez.org)
- Sale of food, beverages, and alcohol is not permitted.
- Vendors shall provide professional setup. No items placed out on street. Use of tables, racks and canopy/umbrella required. All Canopies and umbrellas must be secured properly.
- No vehicles on the street after 8:30am. Vendors who do not report to their space prior to 8:30am will be denied access, or have their space reassigned. Late arrivals and No-Shows will not be invited to participate in future shows.
- Vendors may not pack early or remove their booths prior to 1:00pm even if sold out. Vendors packing up or leaving prior will not be invited to participate in future shows.
- Event staff reserves the right to enter Vendor's space to inspect and to require Vendor to make changes necessary to bring the space into compliance with this agreement.
- Vendor shall display merchandise only within the reserved space provided. Display or storage of merchandise beyond the reserved space is prohibited. Such merchandise may be removed by the Event staff. Vendor agrees to keep Vendor assigned space in good condition, free of obstructions and/or other hazardous conditions.
- Vendor shall not block fire lanes or sidewalks adjacent to reserved space and shall comply with all City, County, and State policies and regulations.
- Vendor shall vacate space no later than 2:00pm and shall leave space in good repair and sanitary condition. Vendor is responsible for removing all empty boxes, containers, and other debris. Garbage, boxes, etc. may not be left on the sidewalks, curbs, or streets.
- No power or water available.
- Vendor hereby waives all claims against Event, Downtown Martinez & Co., City of Martinez, event sponsors, and volunteers. Vendor further agrees to hold Downtown Martinez & Co., City of Martinez, event sponsors, and

volunteers harmless from and defend against all claims or liability for any injury or damage to any person or property occurring in or about the vendor reserved space or any part thereof, or arising out of the Vendor's acts or omissions, excepting any damage or injury resulting from the sole negligence or willful misconduct of Downtown Martinez & Co. or its agents.

- Space locations are not guaranteed.