

THE PASS MARKET

Vendor Handbook, Regulations and Code of Conduct

Originally adopted September 2009
Revised and consolidated July 2026

War Memorial Park • Saturdays, 9:00 a.m.–1:00 p.m. • Weather permitting

OUR PURPOSE

The Pass Market is a family of vendors committed to supporting one another, serving customers, promoting local businesses, and proudly representing the City of Pass Christian. Every vendor is expected to help maintain a safe, attractive, orderly, welcoming, respectful, and positive market environment.

By participating in the Market, each vendor agrees to comply with this handbook and all applicable federal, state, county, and municipal laws.

Vendor Handbook, Regulations & Code of Conduct

This consolidated document replaces repetitive or overlapping language in prior vendor materials while preserving the Market's substantive requirements.

1. Mission, Nonprofit Status, and Market Certification

The Pass Market is organized and operated as a nonprofit organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code. Its charitable purposes include supporting local growers, producers, artists, craftspeople, and small businesses; improving community access to locally produced goods; and providing educational, cultural, and community-building opportunities.

Market fees, donations, sponsorships, and other revenue shall be used to support the Market's charitable mission, programs, promotion, administration, and operation. No part of the Market's net earnings shall improperly benefit a private individual, officer, board member, vendor, or other private party.

The Market's nonprofit status does not extend to individual vendors. Vendors remain independently responsible for their own taxes, permits, licenses, insurance, products, employees, and business activities.

Vendor participation fees are payments for the opportunity to participate in the Market and generally are not charitable contributions. Purchases made directly from vendors are commercial transactions with those vendors and are not donations to The Pass Market. Separate donations made directly to The Pass Market may be tax-deductible to the extent permitted by law. When a donor receives goods or services in return for a payment, only the amount exceeding the fair market value of those goods or services may qualify as a charitable contribution.

As of June 2026, The Pass Market is recertified through the Mississippi Certified Farmers Market Program administered by the Mississippi Department of Agriculture and Commerce. Certification promotes Mississippi-grown agricultural products, locally made and processed goods, food safety and product quality, stronger connections among farmers, customers, local businesses, and the community, and support for Mississippi agriculture.

2. Market Administration, Contacts, and Official Communications

The Market Advisory Committee (MAC) is responsible for policy, oversight, vendor compliance, tax-administration procedures, disciplinary matters, and other regular business of the Market.

The Management Team oversees weekly operations, including vendor placement and setup, safety, promotions and advertising, parking and traffic control, assistance to new vendors, enforcement of Market regulations, and other requirements necessary to maintain and grow the Market. The Management Team is the primary point of contact during Market hours.

Management Contacts

Name	Role	Telephone
Nick Gipson	Board President	228-669-9865
Rebecca O'Dwyer	Board Secretary	985-507-0702
Toni Strickland	Board Treasurer	228-493-1909
Maria de La Barre	Market Manager	601-513-4304
Dianna Todd	Assistant Market Manager	228-363-3331
Mike Kenyon	Assistant to the Assistant Market Manager	—

Pass Market Vendors Facebook Group

All vendors should join the Pass Market Vendors Facebook group and answer all membership questions when requesting access. The group is the Market's official channel for weekly setup instructions, parking plans, weather information, cancellations, special events, and Market announcements.

- The group is for official vendor communication only; advertising is not permitted.
- Information shared in the group is confidential and may not be copied, forwarded, reposted, or otherwise shared without authorization.
- Unauthorized sharing may result in removal from the group and possible loss of Market privileges.
- A vendor who does not use Facebook must provide management with a current telephone number.

Questions, complaints, concerns, and problems must be brought directly to the Market Manager or Assistant Market Manager. Only management can provide official information or properly resolve a Market issue.

3. Market Location, Schedule, and Operating Changes

The Market is presently located at War Memorial Park and generally operates year-round on Saturdays from 9:00 a.m. until 1:00 p.m., weather permitting.

The Market Manager may change the location, hours, schedule, layout, or parking plan because of severe weather, holidays, promotional markets, community events, safety concerns, or other special circumstances. Current instructions will be communicated through the official vendor Facebook group or directly to vendors who do not use Facebook.

4. Vendor Applications and Fees

Before attending the Market for the first time, each prospective vendor must:

1. Complete a vendor application.
2. Submit the application to the Market Manager.
3. Receive approval before setting up.
4. Pay the applicable vendor fee.

The annual vendor year begins in September. Fees are as follows:

Fee Type	Amount
Regular annual vendor fee	\$25
New vendor joining from April through August	\$15
Special-event or promotional-market fee	\$25–\$50 per event
Venmo processing fee	Add \$1 per \$25

There is ordinarily no weekly booth fee. Special-event and promotional-market fees are separate from annual vendor fees. Annual fees support advertising, signs, banners, promotional materials, Market equipment, and other operational needs. Payment of a fee does not guarantee acceptance, a permanent location, or continued participation.

5. Vendor Eligibility and Product Origin

The Pass Market is primarily a producer market. Except where specifically approved, vendors may sell only products they have personally grown, raised, harvested, produced, prepared, designed, or made. A producer is the person or business substantially responsible for creating or producing the product offered for sale.

Unauthorized resale or retail merchandise is prohibited. A vendor may not, for example, purchase plants from a nursery or merchandise from a wholesaler and represent those items as personally grown or made.

Any complaint concerning product origin, unauthorized resale, or misrepresentation may be investigated by the MAC or Management Team. A substantiated violation may result in suspension or permanent dismissal.

6. Permitted Products and Vendor Responsibility

Subject to applicable law and Market approval, vendors may offer:

- Fruits, vegetables, eggs, and other qualifying farm products.
- Cut flowers and plants.
- Honey, cider, jams, jellies, relishes, and qualifying home-canned goods.
- Baked goods and other qualifying home-produced foods.
- Arts, crafts, and handmade merchandise.
- Soaps, lotions, oils, and similar body products.
- Other locally grown, produced, processed, or handmade products approved by management.

Vendors are solely responsible for complying with all laws governing the production, harvesting, processing, preparation, storage, labeling, display, and sale of their products. This includes applicable health-department regulations, cottage-food requirements, licensing rules, labeling requirements, and state and federal safety standards.

No cooking, food preparation, or on-site food processing is permitted without advance approval from the MAC or Market Manager and any required governmental permit.

Vendors are responsible for the safety and quality of their products. The Pass Market, its officers, board members, MAC members, Management Team, the City of Pass Christian, and Harrison County are not

responsible for products offered or sold by individual vendors. Product-liability and general-liability insurance are each vendor's responsibility.

7. Sales Taxes and Business Records

Vendors are responsible for understanding and complying with Mississippi sales-tax requirements and for maintaining accurate records of all cash and charge sales.

- A local grower may qualify for an exemption only on items the grower personally produces, as permitted by applicable Mississippi law.
- Supplemental or purchased produce must be kept and sold separately from personally grown produce, clearly identified as not grown by the vendor, and supported by available origin information.
- Unless exempt under applicable law, taxable sales may include fruits, vegetables, eggs, cut flowers, plants, cider, jams, jellies, relishes, honey, home-canned goods, baked goods, arts, crafts, and other merchandise.
- The Management Team currently collects sales tax equal to 7% of total taxable sales each Market Saturday.

Tax laws, exemptions, collection procedures, and rates may change. Vendors should consult the Mississippi Department of Revenue or a qualified tax professional regarding their individual obligations.

8. Space Assignments, Booth Dimensions, and Booth Gaps

Management Team spaces are located near the corner areas along Fleitas Avenue and Scenic Drive so Market representatives remain accessible during emergencies and weekly operations. Specific spaces may also be assigned to growers, produce vendors, Market assistants, or others when necessary for efficient operations.

All other spaces are assigned on a first-come, first-served basis and remain subject to the direction of the Management Team. A preferred space is not an owned, permanent, reserved, or guaranteed space, and prior participation does not create a right to the same location at a future Market.

Vendors may not:

- Reserve a permanent space without authorization or save a space for another vendor.
- Move into another area without management permission.
- Confront, intimidate, or bully another vendor over booth placement.
- Interfere with entrances, sidewalks, emergency access, traffic lanes, customer walkways, or neighboring booths.

A standard vendor space is approximately 12 feet by 12 feet, although available space may vary. Booth frontage may not exceed 12 feet without prior approval. Vendors should be prepared to move to different locations as the Market grows or the weekly layout changes; customers will generally look for their favorite vendors even when those vendors are relocated.

Booths should be positioned with no more than approximately two feet between neighboring setups, and management may ask vendors to move closer together. Closing unnecessary gaps keeps customers in designated walking areas, discourages cutting between booths, helps reduce theft, creates a more professional appearance, and may provide additional protection from wind and cold weather.

9. Tent Requirements and Safety

Tents are optional. A tent may not exceed 10 feet by 10 feet, and vendors should maintain approximately one foot of clearance around the tent when space permits.

Every tent must be secured with a minimum of 30 pounds of weight on each tent leg. Acceptable weights include commercially manufactured tent weights, properly secured sand weights, and concrete weights enclosed in PVC or metal containers and approved by the Market Manager.

The following are prohibited as tent weights:

- Cinder blocks or concrete masonry blocks.
- Water jugs.
- Batteries.
- Horseshoe-style weights.
- Loose or exposed concrete.
- Sharp, unstable, or hazardous objects.
- Improvised weights not approved by the Market Manager.

A tent may not be erected without proper weights. Management may require a tent to be lowered or removed immediately when weather or safety conditions warrant.

10. Arrival, Setup, Parking, and Departure

Vendors may not arrive or begin setting up before 6:30 a.m. without advance approval from the Market Manager. The Management Team may arrive earlier to install signs, arrange parking controls, place cones, prepare common areas, and assist vendors.

All vendors must:

- Complete setup by 8:30 a.m.
- Move vehicles to designated vendor parking by 8:30 a.m.
- Be ready for business when the Market opens at 9:00 a.m.
- Remain until the Market closes at 1:00 p.m.

Vendors must park only in designated vendor parking and follow the weekly setup and parking instructions posted in the Pass Market Vendors Facebook group. Parking adjacent to the Market is reserved for customers unless management specifies otherwise, and vendor-parking locations may change with the weekly layout.

Vendors may not begin breaking down early without prior permission from the Market Manager. Permission is discretionary and is not guaranteed. A vendor who knows in advance that they cannot remain for the full Market should ordinarily refrain from attending. When an early departure is unavoidable and approved, the vendor may be assigned a rear or outside space to minimize disruption and protect customer safety.

Vehicles may not enter the active Market area during operating hours without authorization.

11. Smoking, Vaping, and Alcohol

Smoking and vaping are prohibited at vendor booths and wherever smoke or vapor may affect customers, food areas, sidewalks, heavily traveled locations, or other vendors. They are permitted only

in the three designated smoking areas identified by management and shown in current vendor guidance.

The possession, consumption, distribution, or sale of alcoholic beverages on Park premises is prohibited unless expressly authorized under a separate City-approved event and applicable law.

12. Live Animals

The sale, transfer, adoption, or giveaway of live animals is prohibited during Market hours unless specifically authorized as part of an approved educational or community program. Service animals accompanying individuals with disabilities are permitted as required by law.

13. Solicitation, Community Organizations, and Political Activity

Solicitation for outside products, professional services, memberships, donations, petitions, charitable causes, or organizations not approved as Market vendors requires advance approval from the MAC. Special consideration may be given to qualified community nonprofit organizations whose activities are consistent with the Market's charitable mission. Approval to participate does not mean that The Pass Market endorses an organization, cause, service, or viewpoint.

As a Section 501(c)(3) organization, The Pass Market shall not endorse, oppose, contribute to, or participate in a political campaign for or against any candidate for public office. Candidate campaigning, campaign fundraising, political endorsements, and campaign solicitation are prohibited within the Market. Nonpartisan civic or voter-education activities may be considered only with advance MAC approval and must comply with applicable law.

14. Vendor Code of Conduct and Resolution of Concerns

Vendors must conduct themselves professionally and treat customers, other vendors, volunteers, Market personnel, guests, and public officials with kindness, courtesy, and respect. Each vendor is expected to cooperate with management regarding booth placement, spacing, parking, safety, and other operational decisions.

The following conduct is prohibited:

- Threatening, intimidating, bullying, harassing, or intentionally hurting another person.
- Fighting, yelling, abusive language, repeated profanity, or attempting to provoke a confrontation.
- Gossip, rumor-spreading, knowingly false statements, or other divisive conduct intended to damage a vendor or the Market.
- Encouraging vendors to take sides in a disagreement or creating a hostile, unsafe, or disruptive environment.
- Public arguments or negative social-media discussions involving the Market, its vendors, or confidential Market matters.
- Discussing or sharing confidential information from the vendor Facebook group without authorization.
- Fraudulent, dishonest, or deceptive merchandising, including misrepresenting a product's origin, ingredients, condition, or maker.
- Unauthorized resale or retail activity.
- Colluding with other vendors to improperly establish or control prices.

Vendors must bring questions, complaints, concerns, or problems directly to the Market Manager or Assistant Market Manager rather than confronting another vendor or discussing the matter publicly. The Pass Market has zero tolerance for intentionally hurtful, dangerous, seriously disruptive, or divisive conduct. A vendor engaging in such conduct may be required to leave immediately, may be removed by law enforcement when necessary, and may be suspended or permanently dismissed.

Together, vendors and management can maintain a peaceful, professional, and enjoyable Market where vendors support one another and customers feel welcome.

15. Topical Products, Scents, and Samples

This section applies to vendors selling topical body products, including lotions, perfumes, oils, salves, body butters, soaps, and similar merchandise.

A vendor may offer a sample to a customer, but the customer must apply the product to their own body. A vendor may not directly apply a product to a customer, whether or not the customer has purchased the product or granted permission.

Strong fragrances may trigger asthma, allergies, migraines, or other health problems. Products with scents that extend beyond the vendor's booth must be displayed and sampled with consideration for neighboring vendors and the public. Management may require a vendor to discontinue sampling or modify the display of a strongly scented product.

All soaps and topical products must be labeled in accordance with applicable federal and state requirements. Labels must accurately disclose ingredients, and artificial, imitation, or synthetic ingredients must be identified when required by law.

Approved Service-Vendor Exception

The customer-application restriction does not apply to an approved service vendor when physical application is an essential part of the service being purchased, such as face painting, henna application, hair glitter, or a similar approved service. The customer must voluntarily request the service and understand that physical application is necessary. All service vendors remain subject to Market approval, sanitation requirements, licensing rules, insurance requirements, and applicable law.

16. Cleanup and Care of War Memorial Park

Each vendor must leave the assigned space clean and free of trash, food, boxes, ties, containers, product remnants, and other debris. Vendors must remove their own trash at the end of each Market day unless management provides specific disposal instructions.

Vendors are responsible for damage caused by their displays, tents, vehicles, equipment, employees, representatives, or products. All vendors are expected to help preserve the appearance and condition of War Memorial Park.

17. Enforcement and Amendments

The Market Manager, Management Team, and MAC have authority to interpret and enforce this handbook. Depending on the nature, frequency, and seriousness of a violation, enforcement action may include:

1. A verbal warning.

2. A written warning.
3. Removal from the Market for the day.
4. Temporary suspension.
5. Loss of an assigned or preferred space.
6. Permanent dismissal.

Serious misconduct, threats, violence, fraud, major safety violations, intentionally hurtful or divisive conduct, or repeated noncompliance may result in immediate removal or permanent dismissal without a prior warning.

The Market may amend this handbook when necessary for safety, legal compliance, efficient operation, or advancement of its charitable mission. Vendors are responsible for complying with subsequently adopted amendments communicated by management.

18. Liability, Indemnification, and Vendor Acknowledgment

To the fullest extent permitted by law, each vendor agrees to indemnify, defend, protect, save, hold harmless, and exonerate The Pass Market and its board members, officers, committee members, managers, employees, volunteers, and representatives, together with the City of Pass Christian and Harrison County, from claims, demands, liabilities, suits, actions, losses, damages, expenses, and costs arising from or connected with the vendor's use of the Market grounds or participation in the Market.

This includes claims involving personal injury, death, property damage, product liability, or the acts or omissions of the vendor or the vendor's employees, agents, representatives, contractors, or subcontractors. Covered costs may include reasonable attorneys' fees, court costs, investigative expenses, and other defense expenses. Each vendor is responsible for costs and expenses associated with the vendor's defense and legal obligations.

Vendor Acknowledgment

By signing the vendor application, paying the applicable fee, or setting up at The Pass Market, the vendor acknowledges receiving, reading, understanding, and agreeing to comply with this handbook and any subsequently adopted amendments.

Thank you for helping The Pass Market remain a source of pride for Pass Christian and the Mississippi Gulf Coast.

The Pass Market Management Team

The Pass Market

Vendor Application

Date: _____

Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Please list item(s) to be sold: _____

Applicant Statement:

I agree to abide by the Guidelines of The Pass Market and to sell ONLY products produced by myself and/or employees. To pay the annual fee or prorated amount if paid after April of each year.

To be responsible for keeping records of my applicable sales tax of 7%. A designated member of the Market Advisory Board will collect taxes from qualifying vendors each Saturday. Please refer to guidelines.

I further agree to indemnify and hold harmless The Pass Market Board of Directors, management team and the City of Pass Christian, from any damages arising out of the sales of my product. ***I fully understand I am 100% responsible for any and all damages caused by my product and or booth set-up.***

Please read The Pass Market Guidelines and Weight Requirements for Canopy Tent set-up, and return the signed regulations and guidelines requirements to The Pass Market manager.

Thank you

Signed by: _____

Printed Name: _____