

Office Use Only

Core Space: O Yes O No
Space No. Assigned: _____
Deposit Amount : _____ Date: _____
Date Space Assigned: _____
Vendor Start Date: _____

Please Check One

- Inside – Core Space (See Definitions Below)
Space(s) Requested: _____
- Inside – Non-Core Space
- Outside Space

ANDERSON JOCKEY LOT
PERMENANT VENDOR APPLICATION

NAME _____ DATE _____
STREET _____ BUSINESS NAME _____
CITY _____ STATE _____ ZIP CODE _____
TELEPHONE(_____) _____ EMAIL _____

**Please provide accurate contact information and update this information with us as needed. The ability to contact you is for the benefit of both parties.

I. Space Definitions

- a. Inside Core Space
 - i. Inside spaces that the Jockey Lot has determined (or will determine from time to time) to be in higher demand than non-core spaces are designated as “Core” spaces. Additional requirements are associated with renting a core space (additional info below). Currently, Core spaces include Spaces ## 335-448, Spaces ##50-158, Spaces ## 191-291, and Spaces ## 701-742. Core spaces are subject to change at the discretion of the Anderson Jockey Lot at any time.
- b. Inside Non-Core
 - i. All other inside spaces not designated to be Core spaces
- c. Inside - Lockable
 - i. Spaces with walls and a second roll up door for each individual space that can be locked by vendors to secure merchandise during non-business hours. Lockable spaces are located at Spaces ## 848 and 850, and the **even** numbered spaces from 898-994. Vendors who choose to rent lockable spaces agree to be solely responsible for the contents of the lockable space, and by renting such agree that you will not hold the Jockey Lot responsible for loss of any kind. The Jockey Lot specifically disclaims any and all responsibility for any loss or damage to the contents of a lockable space.
- d. Outside
 - i. Spaces outdoors without inclosing walls and or roll up doors. Outside spaces come with a 4’x8’ concrete table. While not marked outside the rented area is 10’x10’ beginning at the front of the table back 10 feet and extending 1 foot to each side of the 8’ table. Keep in mind there are exceptions and some tables may not be exactly 2 feet apart. In these cases the rented space extends from the side of the table to exactly one-half the distance to the adjacent table.

II. Rental:

- a. Inside Spaces - To maintain permanent status and have your space(s) reserved, payment is required to be made a minimum of one (1) week in advance. Space rent is due by 4:30 pm the Sunday before the next market weekend. Failure to pay rent one week in advance will result in the loss of the reserved status of the spaces and the Jockey Lot may rent that space(s) to the next available person without notice.
 - i. By signing this application you agree to abide by all general rules, policies, procedures, and regulations, written or unwritten, imposed by the Anderson Jockey Lot.
 - ii. Rental amount for permanent vendors is currently \$10.00 per space per day. Rental amount is subject to change at the Jockey Lot’s sole discretion without notice. There are no contracts here so you may stop selling at any time you wish and we will return all unearned rents held by us, if any. Based on our computer system and how it automatically advances on Fridays, we would ask as a courtesy, if you decide to stop selling, please inform the office staff so we can remove your spaces from your account so the system does not inadvertently charge your account.
 - iii. Inside spaces must be reserved for both Saturday and Sunday. Saturday only or Sunday only is not allowed for inside spaces.
 - iv. If a vendor will be absent on a given weekend and would like the Jockey Lot to attempt to re-rent their space they must notify the office. We will mark that vendor absent and will make our best effort to re-rent the vendor’s spaces, but cannot guarantee their re-rental. If the spaces are re-rented we will credit the vendor’s account in the amount the vendor paid for that given rental period. We are not responsible for any trash, loss, or damage to the contents of a vendor’s space if we rent it to a daily vendor. We do try our best to stop this from happening but, put simply, we are just unable to watch every daily vendor.
 - v. Permanent vendors must occupy their space at least once in any given four week period in order to keep reserved status of their spaces.
 - vi. All rental rights are personal in nature and cannot be transferred from one vendor to a subsequent vendor without

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permission of the Jockey Lot. Subleasing or re-rental by an individual vendor to a third-party is prohibited. If you wish for your spaces to be re-rented please inform the office staff. "Selling" or otherwise "transferring" reserved spaces to a third-party is prohibited. The Jockey Lot maintains a list of vendors who are waiting on a first come first serve basis for spaces here. Circumventing this list by "under the table" transactions is unfair to these vendors and will not be tolerated.

- vii. Each space includes (1) one 2'x 8' wooden table. We rent additional tables for \$3.00 (current amount, subject to change) per table per day. All table and merchandise must stay in your space within the white lines painted on the floor, and in no event shall merchandise be placed in the aisle. If you need an extra table you can request one from the office staff, and we will bring one to your space. You are welcome to bring your own tables for no additional fee as long as they stay within the white lines and do not infringe on an adjacent space in any way.
 - viii. Vendors are required to clean and sweep their space after each market day. Vendors should place any household waste items in the provided trash cans and sweep the remaining into the center aisle. We sweep the center aisle after each market day but do not go into each individual space. No cardboard boxes or containers should be placed in or around Jockey Lot trash cans, nor left in, around, or behind a Vendors space. If you produce that much trash you must take it with you when you leave or arrange for a 3rd party to pick it up by end of business on each market day. Any vendor caught not cleaning their space or leaving trash, including cardboard boxes and the like, will be assessed a cleaning fee (minimum amount of \$35.00). By signing this application and renting a space at the Jockey lot you agree to this fee.
 - ix. Permanent Vendors who wish to make building improvements to their space must first fill out a building form in the office, and have such improvements approved by a manager. Cost and expenses associated with the building of the improvement are the sole responsibility of the vendor constructing the improvement. No improvement may be more than four (4) feet in height in an area ten feet in width and beginning at the front of the space and extending back four (4) feet. After the initial four (4) feet the improvement's height may exceed four (4) feet, provided it does not otherwise materially and/or adversely affect adjacent spaces. This is done to allow adequate site lines for all vendors displaying their merchandise. No improvement may be constructed in such a way that does not allow for adequate ingress and egress for that space. No improvement may be built in such a way as to prohibit wheelchair access. All improvements must be structurally sound and pose no danger to you, other vendors, or the general public (e.g., exposed nails, screws, etc.). No improvement may materially alter or affect Anderson Jockey Lot property and must be able to be removed with minimal effort and without damaging Jockey Lot property. The care, maintenance, repair, and safety of the improvement are the sole responsibility of the vendor renting the space. The Jockey lot is not responsible for any damages that may occur to the improvement for any reason whatsoever. The Jockey Lot retains the right to remove entirely and/or alter the improvement with no notice for safety or any other reason the Jockey Lot deems appropriate, and is not financially responsible if such action is taken. If you decide to stop selling at the jockey lot we would prefer you to remove and take with you your improvements, provided the removal of any improvement does not damage Jockey Lot property and does not leave behind a safety hazard. By signing this application you agree to be financially responsible for any damage done to Jockey Lot property caused by your removal of the improvement, and assume any liability for safety hazards you create by such removal, if any. However, if you decide to leave such improvement it becomes property of the Jockey Lot, and we are not responsible for reimbursement for cost and/or expenses you incurred in regards to the improvement.
 - x. Power is \$1.00 (current rate, subject to change) per day per plug-in used. Each outlet has two (2) plug-ins. No electric heaters are allowed, as they will trip our power breakers. Jockey Lot power boxes should be painted red. If it is not, it may be another vendors power. If you would like to get your own power you will need to contact the power company and set that up with that company directly. We have meter boxes spread throughout the lot for this purpose.
 - xi. Containers – Containers can be rented for \$10.00 (current amount, subject to change) per week plus a \$40 deposit. These can be placed behind your space for storage. Containers are not available in all spaces for various reasons, including space requirements, terrain, power meter boxes, power poles, etc. If you would like a container a Jockey Lot employee will check to see if we can place one at your space. If you no longer wish to rent a container please have it cleaned out and ready to inspect. If no damage has been done to the container your deposit will be returned, unless you have a balance on your account. If a balance exists on your account your deposit will be applied to it.
 - xii. Lockable spaces are rented under the same rules as above.
- b. Inside CORE spaces
- i. Vendors renting core spaces at the Jockey Lot agree to abide by the rules listed in paragraph (a) above in addition to the following.
 - ii. Waiting list – At most times there is a waiting list to receive a core space. To place your name on the waiting list the Jockey Lot requires the Vendor to complete this application, agree to all the terms, conditions, policies, and rules of the Anderson Jockey Lot, and pay a \$10.00 deposit. Once a Vendor is assigned a space the \$10.00 deposit will be applied to the first rental period.
 - 1. Names are added to the list on a first come first serve basis.
 - 2. A Vendor may request any number of core spaces or may request a specific space or spaces. Please keep in mind that if you request a specific space or spaces, the waiting time will likely be longer. Also keep in mind that if you request a minimum number of spaces the wait time will likely be longer as well.
 - 3. When a core space becomes available we contact the next person on the list through the contact information provided above. It is extremely important to give us the best contact information that will enable us to get in touch with you the quickest. We will contact that vendor to offer that space to that vendor. If that vendor declines to take that space he or she moves to the end of the list. If the next vendor on the list requested more

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spaces than we have currently available or a specific space that is not the one that became available, we skip to the next person on the list. In this case, the skipped vendor does not move down on the list, he or she will remain in their current position on the list until the specified number of spaces or the specific space or spaces become available.

4. If a space becomes available adjacent to a current core space vendor, the current vendor has a one (1) time option to rent that space before we contact the next person on the list, provided that the adjacent vendor is also on the waiting list for an additional space or spaces.
- iii. By signing this application and in return for receiving the right to reserve a core space, the core space vendor agrees to make every reasonable effort to have his or her merchandise out and open for business by 9 am and not pack up and shut down for business until 4 pm on any given market day.

c. Outside Spaces

- i. Vendors renting outside spaces at the Jockey Lot agree to abide by the rules listed in paragraph (a) above, if applicable, in addition to the following.
- ii. Outside spaces are rented in 13 week intervals. The daily rate for outside spaces is \$10.00 per space per day. Permanent outside spaces are rented at the discounted rate of \$6.00 per space per day. Outside tables on the corner of a row come with two tables. These are rented on a daily basis at \$13.00 per space per day. Permanent outside corner spaces are rented 13 weeks in advance at the discounted rate of \$9.00 per space per day. All rental amounts are subject to change at any time without notice at the sole discretion of the Anderson Jockey Lot. At current rates, one regular outside table rented 13 weeks in advance is \$156.00 and one outside corner table rented 13 weeks in advance is \$234.00. Payment is due in full before the reservation is made. If a vendor wants more than one space, at least one space must be paid for in full at the time of reservation. If one is a corner space and the others are regular space, the greater in value must be paid first. i.e., \$234.00 not \$156.00. Vendors who reserve multiple tables are required to pay the balance of their account in equal weekly installments equal to the number of tables reserved, with the minimum payment being the cost of one space for 13 weeks. For example, If a vendor rents a corner space and two regular spaces, \$234.00 is due before we will reserve the spaces, then the vendor will have 2 weeks to pay the remaining \$312.00, or \$156 per week over the following 2 weeks.
- iii. Once reserved, the Jockey Lot will paint reserved on the table located at your space. Outside spaces must be reserved for both Saturday and Sunday, Sections "H" and "P" are exceptions to this rule. In these two sections a vendor may rent Saturday only or Sunday only, if they choose to do so.
- iv. Vendors must be set up on their reserved spaces by 7:00 a.m. on Saturday and 9:00 a.m. on Sunday. After these times on the respective days the reserved space becomes available to daily vendors on a first come first serve basis. No credit will be given to permanent outside vendors if their space is rented to a daily vendor after the time specified above. Placing a tarp or similar item or a single item in an attempt to "save" your space is not sufficient, and that item will be removed by Jockey lot staff in order to rent to a possible daily vendor. Exceptions to this rule are spaces located in the "D" section (also known as dog row) and the "p" section. In these two sections spaces are reserved on an all day basis and no set up time applies.
- v. Vendors may set up on their spaces on Friday of any given market weekend, however, if you do so, you must remain with your merchandise. We have security that comes in early Saturday morning, if security or any other Jockey Lot employee finds merchandise unattended it will be removed from the table.
- vi. Vendors are required to clean their space area after each market day. Vendors should place any household waste items in the provided trash cans. No cardboard boxes or containers should be placed in or around Jockey Lot trash cans, nor left in, around, or behind a Vendors space. If you produce that much trash you must take it with you when you leave or arrange for a 3rd party to pick it up by end of business on each market day. Any vendor caught not cleaning their space or leaving trash, including cardboard boxes and the like, will be assessed a cleaning fee (minimum \$35.00). By signing this application and renting a space at the Jockey lot you agree to this fee.
- vii. No monetary rain credit is given. However, on a market day where it is raining, a permanent vendor may exchange the number of outside reserved spaces for an equal number of spaces in the 600 building at no additional cost. Meaning, if you have two spaces outside, you may have two (2) spaces in the 600 building. Of course, you may get more spaces than you have reserved but you must pay normal space rent for each additional space. If you do this please let the collector know your name and space number where you are located outside so he/she can verify that you have paid. Also, you may exchange outside spaces for an equal amount of spaces in the "F" shed at the front of the lot. However, if you choose to move into the "F" shed you must pay the difference between the amount you paid per outside space and the amount of the space you occupy.

III. GENERAL TERMS, CONDITIONS, AND RULES:

- a. By signing this application and renting a space at the Anderson Jockey Lot, Vendors agree to abide by the following rules, policies, and conditions, as well as applicable rules stated in Section II above.
- b. Alcoholic beverages and/or illegal drugs of any kind are prohibited on Jockey Lot property at all times.
- c. Fireworks and/or any other hazardous or dangerous items, substances, or materials are strictly prohibited on Jockey Lot property at all times.
- d. Anderson Jockey Lot specifically reserves the right to disallow any items to be sold which we consider being offensive or those we determine would not be in the best interest of our business model.

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- e. Any vendor who hires employees to occupy their space is secondarily responsible for that employee's actions.
- f. All vendors must comply with all federal, state, and local laws and regulations regarding the sale of their merchandise. THE SALE OF COUNTERFEIT MERCHANDISE, MERCHANDISE BEARING FALSE OR MISLEADING TRADEMARKS, OR ANY OTHER ILLEGAL MERCHANDISE IS STRICTLY PROHIBITED. It is the responsibility of each vendor to verify compliance with all federal, state, and/or local laws and regulations.
- g. Vendors are prohibited from purchasing precious metals from the general public in violation South Carolina Code §§40-54-10 *et. seq.*
- h. The Anderson Jockey Lot takes special interest in the care of animals. If you sell animals here you are required to supply those animals with adequate food, water, and shade or cover to protect the animals. Anyone found not supplying these things, or anyone found to be mistreating any animal, in any way, will be asked to leave. We also reserve the right to contact animal control if necessary. You must comply with all federal, state, and local laws in regards to treatment and sale of animals. No puppies may be sold until at least 8 weeks old, and the Jockey Lot reserves the right to require proof of age. You are required to maintain records and all proper paperwork on your animals. The Jockey Lot applies South Carolina Code § 47-13-160, "Fitness of registered companion dog or cat for sale" to all animals sold regardless of animal type or registered status. If you would like more information you can find the statute at www.scstatehouse.gov. If you need some help the office staff will be more than happy to get you a copy of the statute. The Jockey Lot retains the right to revoke rental rights or refuse rental rights to anyone it deems to violate any of our policies, written or unwritten, regarding animals, or for any other reason the Jockey Lot deems appropriate.
- i. No merchandise or personal property (e.g., tables, chairs, tents, rugs, etc.) may be left on Jockey Lot property unless you have a permanent space. Any merchandise or personal property left at the Jockey Lot is left at the vendor's risk and the Jockey Lot is in no way responsible for any merchandise or personal property left on the premises.
- j. All merchandise must be displayed either behind the white lines or behind your table whichever the case may be. No merchandise may be placed in any aisle.
- k. No merchandise can be displayed on any inside space without a paid receipt. Keep all of you receipts. If you wish to dispute payments, credits, or charges on your account you MUST have your receipt in hand. The Jockey Lot WILL NOT issue credit without evidence via a paid receipt.
- l. In the event a permanent building or structure is erected on the Jockey Lot, it becomes property of the Jockey Lot. When the person erecting such building or structure decides to no longer sell, the Jockey Lot, in its discretion, may charge additional fees for the building.
- m. All rental rights are personal in nature and cannot be transferred from one vendor to a subsequent vendor without permission of the Jockey Lot, this includes outside spaces.
- n. The Jockey Lot management reserves the right to cancel any and all reservations, with or without cause, by returning all unearned rentals.
- o. The use of profanity on the Jockey Lot is prohibited.
- p. Skate boarding, Roller skating, roller blading, bike riding, and/or any other dangerous activity is prohibited on Jockey Lot property.
- q. It is the policy of the Anderson Jockey Lot and Farmer's Market that anyone who is convicted, pleads guilty to, or forfeits bond on any illegal activity alleged to have happened on Anderson Jockey Lot property shall be asked to leave and prohibited from coming upon the Jockey Lot property at any time in the future.
- r. Vendors shall not make disparaging comments concerning other vendors' merchandise, nor may they refer to any other vendor in a negative, discriminating, or disparaging manner.
- s. For the pleasure and comfort of others, parents are requested to control their children at all times in order that they do not interfere with the use and enjoyment of other vendor's spaces.
- t. NO DOGS OR PETS are to be walked under covered sheds by either vendors or customers. The vendors are also responsible for cleaning up after their pets and controlling each pet so that it will not interfere with other vendors at the Jockey Lot.
- u. NO WEAPONS, including firearms, shall be carried on the Jockey Lot for protection. However, the Jockey Lot has no objections to the sale of firearms and ammunition, provided the vendor is a licensed vendor and complies with all Federal, State and Local Laws. At no time shall any firearms be loaded on Jockey Lot property.
- v. All vendors are responsible for cleaning their spaces and putting the trash and rubbish in the trash cans supplied by the Jockey Lot. NO CARDBOARD (PASTEBOARD), CORRUGATED BOXES OR OTHER LARGE ITEMS CAN BE DEPOSITED IN THE TRASH CANS. Each vendor bringing cardboard, wooden crates or other large corrugated boxes must carry these boxes with them as they leave. All produce vendors must clean their spaces including all crates and spoiled fruits. Failure of any vendor to clean their spaces including their small trash in the trash cans or to carry their cardboard boxes with them will result in a cleaning fee (minimum amount of \$35.00) for cleaning such space that is not cleaned. A second violation of this rule will result in loss of space.
- w. All vendors who desire to remain overnight at their spaces must register at the office of their intentions to stay overnight. There shall be no electric heaters or open fires, however, UL approved heaters are allowed provided they do not interfere with the peaceful enjoyment of the space adjoining the heaters. There shall be no heaters allowed with excessive smoke or noise. The power switch boxes will be locked by the management during the week. Anyone wishing to use power during the week must make arrangement with the management.
- x. No vehicle shall be placed or left on the Jockey Lot property unless they are properly insured and have a current valid license tag.
- y. During Jockey Lot hours the speed limit for the Jockey Lot is five (5) miles per hour.
- z. Any person having a building or container at their space must keep the grass cut around the building or container, or hire someone to keep the grass cut.
- aa. The Jockey Lot supplies only the lights over each space. Anyone requiring additional power must make arrangements with the office or with the local power company.
- bb. The management reserves the right to require all doors and/or awnings to be closed or opened in the event it is necessary because of the weather.
- cc. All vendors and customers are responsible for any and all claims for liability, loss damage or expense arising from any of their acts while on the Jockey Lot and agree to indemnify and hold the Jockey Lot harmless of any liability which may arise from any of their actions while on the Jockey Lot. All vendors and customers assume the risk of damage or injury while at the Jockey Lot including, but not limited to

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falling, slipping, and being hit by falling objects, etc.

- dd. Any alterations to the building may be done only with permission from the management. Any electrical work must be done by a licensed electrician.
- ee. These rules are made in an effort to maintain control of our business and to protect the vendors and the general public alike. These rules and regulations are subject to change without notice at any time.

Acknowledgement and Signatures:

By signing below I attest and certify that I have read the Jockey Lot rules, regulations, and policies, as provided above, that I understand them, and agree to abide by such. I further agree to abide by any decision of the management in regard to the applicability and enforcement regarding of any of the above stated rules, conditions, or policies. I understand that any and all rules and regulations as provided by the Jockey Lot can be changed at any time without notice to me.

I further certify that I have never been convicted of receiving stolen goods, burglary or shoplifting. I realize that if I am charged with any crime committed on the Jockey Lot, or in the event I am charged with a crime, which is punishable by a fine of more than \$200.00, I will be suspended from the Jockey Lot until such case is concluded. Any conviction or admission of guilt of a crime on the Jockey Lot or crimes involving a fine more than \$200.00 will result in loss of any permanent space at the Jockey Lot.

The undersigned applicant does hereby agree to indemnify and hold the Anderson Jockey Lot and Farmers Market harmless from any and all claims by him/her and from liability, loss, damage, or expense arising from the vendor(s) or any of his/her invitee's or employee's acts as they relate to the Anderson Jockey Lot. Applicant further acknowledges there are certain risks involved in operating a business on the Anderson Jockey Lot and agrees to assume same, including but not limited to damage done by falling objects, tripping and falling on articles on the Jockey Lot, etc.,

Customer Signature

Date

Please list the primary type of merchandise to be sold or type of activity primarily to be conducted in your space:

**You will not necessarily be restricted to the above items or activity, but it will be used by the office to try to prevent conflict of merchandise with surrounding vendors.

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