



LOCAL HANDCRAFTED GOODS
HAGERSTOWN | MARYLAND

MAKERS

market

VENDOR APPLICATION

CONTACT INFO:

Brittany Arizmendi
Community Engagement Officer
240-500-4582
barizmendi@hagerstownmd.org



Dear Prospective Vendor,

Thank you for your interest in becoming a vendor at the **Downtown Hagerstown Makers Market!**

Attached are the Vendor Application and Agreement, City of Hagerstown Hold Harmless Agreement, and Market Guidelines. A copy of each document will be provided to you at the time of your signature.

The Makers Market is an outdoor market located on South Potomac Street in front of the nostalgic Maryland Theatre in the Arts & Entertainment District in downtown Hagerstown. It offers space to vendors who sell locally handcrafted goods. The 2022 Makers Market will take place on Saturday, November 19, 2022 from 1:00 – 6:00 p.m. Taking place on the same day will also be the downtown Christmas tree lighting followed by the Hollyfest performance at the Maryland Theatre that is kid-friendly and free for the public to attend.

When filling out the application, please be specific about your products and list all of the items you intend to sell at the Market. We ask for photographs of your items and of your merchandising setups so that we can understand your product.

Again, thank you for interest in the 2022 Downtown Hagerstown Makers Market. We look forward to reviewing your application. If you have any questions or concerns, please call 240-500-4582 or email barizmendi@hagerstownmd.org.

Sincerely,

Brittany Arizmendi

CITY OF HAGERSTOWN

Brittany Arizmendi
Community Engagement Officer
240-500-4582
barizmendi@hagerstownmd.org



**CITY OF HAGERSTOWN, MARYLAND
MAKERS MARKET**

VENDOR APPLICATION and AGREEMENT

Please complete this application in full. Staff will review the entire application and notify you when a decision has been made on your application.

Date: _____

Name: _____

Name of Business (if applicable): _____

Address: _____

City/State/Zip: _____ Phone: _____

_____ Cell: _____ Email: _____

_____ Website: _____

Social Media: _____

Maryland Business Registration #: _____

(Number from Department of Assessments & Taxation)

Check the vendor categories that apply to the products you intend to sell:

Farmer (grows and/or produces agricultural products)

Food Truck (locally prepared and/or prepared at the Market)

Farmer Representative (resells agricultural products purchased directly from farmers; representatives must be able to show verification of purchase from farmer, including name and contact information of farmer)

Artisan Foods (hand-crafted products such as cheese, bread, preserves, beverages, baked goods)

Ready-to-Eat Food (locally prepared, including prepared at the Market)

Flowers/Plants (cut or living plants)

Arts and Crafts (handcrafted items)

Do you intend to cook? _____ Yes _____ No
(Vendors are to comply with all Fire Safety Codes. See attached guidelines)

Number of 10' x 10' Spaces Desired: _____ Spaces
Note: A separate fee is required per space.

Do you intend to use a tent? (Staking not allowed) _____ Yes

Payment Methods Accepted: (Check all that apply)

Cash Check Credit

List all the products you intend to sell. We encourage the submission of photographs to show your products. Photos can be emailed to barizmendi@hagerstownmd.org. Vendors are only permitted to sell that which is listed on this application.

Why do you want to sell your products at the Makers Market?

Are the items you intend to sell at the market made and/or grown by you?

If not, where and by whom are they made or grown? Do they contain local products or components? Are they unique from products found in retail stores? Please describe fully.

Please tell us ways in which you intend to promote your business.

Vendor Fee Rates

Vendor Fee – \$25

REQUIRED ATTACHMENTS:

- Photos of the products you intend to sell and photos of your booth setup at other events, if available.
- Hold Harmless Agreement (signed)
- Copy of current Washington County Health Department Permit (if applicable)
- Certificate of Insurance (food vendors only) – See Attached Guidelines

I have read, fully understand, and agree to abide by the Downtown Hagerstown Makers Market Guidelines (attached to this application), as well as any future additions, modifications and/or amendments to the Guidelines. I understand that my failure to comply with any and all Guidelines may result in the loss of all Market privileges, and termination of the Vendor Agreement. I understand that I am not entitled to any refund, whether partial or full, if I lose Market privileges, this Vendor Agreement is terminated, weather requires the Market to close, or anything else prohibits my participation in part or in full.

Signature

Date

This application becomes an accepted Agreement when countersigned by the City of Hagerstown.

City of Hagerstown
Brittany Arizmendi

Date

Return this application, the Hold Harmless Agreement and Required Attachments to:
barizmendi@hagerstownmd.org or mail to-
City of Hagerstown
Brittany Arizmendi
Community Engagement Officer
1 East Franklin Street, Suite 210A
Hagerstown, MD 21740



Release & Waiver of Liability

IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING THIS DOCUMENT.

This **Release and Waiver of Liability** (the “Release”) is executed on this _____ day of _____, 20____, by _____ a participant who has attained the age of majority (the “Participant”), in favor of the City of Hagerstown, a municipal corporation formed under the laws of Maryland, as well as its agents, servants, employees, volunteers, insurers, successors and assigns, collectively or individually, (collectively, the “City”). The Participant desires to participate in the _____ [name, location and date of event, hereinafter referred to as the “Activity”]. Participant affirms that s/he is in good health and capable of undertaking the activities for which this Release is being granted.

The Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **Waiver and Release.** In consideration of being permitted to attend the Activity, Participant agrees to release and forever discharge and hold harmless the City from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant’s participation in the Activity.

Participant acknowledges that this Release forever discharges City from any and all liability, claim or cause of action that the Participant may have against City with respect to any bodily injury, personal injury, illness (including but not limited to COVID-19), loss, death, or damage to personal property which may result directly or indirectly from Participant’s participation in the Activity.

2. **Medical Treatment.** Participant does hereby release and forever discharge City from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, medical care or service rendered in connection with the Participant’s participation in of the Activity.

3. **Assumption of Risk.** The Participant acknowledges that participating in the Activity may include activities that may be hazardous to the Participant. Participant hereby expressly and specifically assumes the risk of injury or harm in these activities and releases City from any and all liability for injury, illness, death or property damage resulting from the Participant’s activities relating to the Activity.

4. **Insurance.** The Participant acknowledges that City does not carry or maintain health, medical or disability insurance coverage for any Participant. **EACH PARTICIPANT IS ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL AND/OR HEALTH INSURANCE COVERAGE BEFORE PARTICIPATING IN THE ACTIVITY.**

5. **Rules and Regulations.** Participant agrees to abide by all applicable City and/or Activity Rules and Regulations. Failure to do so will be grounds for immediate expulsion from the Activity without refund of any

fee paid by the Participant.

6. **Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted under the laws of the State of Maryland and this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland (without regard to its conflicts of laws principles). Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be in full force and effect.

7. **Effective Date.** This Release shall be effective immediately upon execution and shall apply to any and all activities occurring at the Activity.

IN WITNESS WHEREOF, Participant has read and understood this Release and all of its terms and conditions and has executed this Release as of the day and year first above written.

PARTICIPANT:

WITNESS:

Printed Name

Printed Name

Signature

Signature

Printed Name(s)- Minors

Participant Mailing Address

City, State, Zip Code

Date of Birth

Phone Number

Makers Market Guidelines

Application/Vendor Fee Rates

A completed application is required and must be approved by City of Hagerstown staff to attend. Cost for a 10 x 10 space is \$25. We will notify you when we have made a decision on your application.

Schedule & Hours:

- Saturday, November 19, 2022
- Market Hours: 1:00 – 6:00 p.m.
- Set-up: Begins at 11:30 AM

Allowed Market Products

1. The Makers Market provides the community with the opportunity to shop for a wide variety of local, handmade, and vintage products. We accept vendors selling:
 - Handcrafted and/or vintage art
 - Handcrafted and/or vintage jewelry
 - Handcrafted and/or vintage décor
 - Handcrafted and/or holiday specials
 - Locally baked goods
 - Locally made artisan foods
 - Locally grown fruits and vegetables
 - Locally raised meat
 - Local dairy products
 - Locally prepared, ready-to-eat food (including prepared at the Market)
2. Vendors may only sell those items specified on their application. Vendors wishing to make changes to the products they sell must notify the Market staff in writing by filling out a “Vendor Communication & Change Form” (attached). These changes must be approved by Market staff BEFORE the new changes may be implemented.

Criteria for Selection of Vendors

3. The following criteria will be used to select vendors for the Market:
 - Proposed products fit in one or more of the following categories:
 - i. **Farmer:** grows and/or produces agricultural products
 - ii. **Artisan Foods:** hand-crafted products including cheese, bread, preserves, beverages, baked goods
 - iii. **Food Truck:** locally prepared and/or prepared while at the Market
 - iv. **Ready-to-Eat Food:** locally prepared, and/or prepared at the Market
 - v. **Flowers/Plants:** cut or living plants
 - vi. **Arts and Crafts:** handcrafted items
 - Availability of products throughout the season
 - Community needs
 - Uniqueness of the product
 - The manner in which the product will be presented
 - Ability of vendor to promote their business

Market Hours of Operation

4. The Makers Market will be held on Saturday, November 19, 2022 on South Potomac Street.
5. All vendors are required to be set up by 1:00 p.m. and not to leave prior to 6:00 p.m., unless directed by Market staff.
6. Vendors will be notified by Friday if cancellation of the Market is needed due to conditions such as Inclement Weather.

Booth Assignment

7. Vendor space is assigned by Market staff in the order applications are received. Vendors may request a particular space area when making payment, and Market staff will try to accommodate those requests.
8. Vendor spaces are not transferable. Allowing adjacent vendors use of a Market space when absent is not permitted, unless approved by Market staff.
9. Vendors bringing children under the age of 12 to Market must keep them in their own booth area, unless accompanied by an adult.

Booth Relocation

10. The City reserves the right to relocate a vendor from one space to another. Vendor will be notified verbally and by email of such a move and provided with a reason for the move.

Booth Termination

11. The City reserves the right to terminate the Vendor Agreement for violation of the Market Guidelines. Vendor will be notified verbally and in writing of termination and provided with reason for termination. No refund of fees will be given.
12. The City reserves the right to terminate Vendor Agreements at any time, and for any reason, with at least 14-days notice. Vendor will be notified verbally and in writing of termination. If the City cancels the Makers Market, prorated refunds of paid fees will be provided as calculated by the City.

Prohibited Activities / Activities Requiring Permission

13. Solicitation or electioneering of any kind, including campaigning, distribution of election or religious literature, or panhandling, is not permitted at the Market, loading / unloading area, or within five feet of the Market entrances.
14. Vendors are required to make all sales at their assigned booth area.
15. Alcoholic beverages are not allowed on the premises at any time.

16. Defacing, damaging, or theft of City property shall not be permitted and shall result in loss of Market privileges and/or legal action.

Attendance Policy

17. Vendors must notify Market staff of absences at least 48 hours in advance.
18. Vendors are permitted to have substitutes tend their space in their absence, and should notify Market staff of this situation.

Market Maintenance, Cleanliness, and Booth Displays

19. Vendors are responsible for the cleanliness and maintenance of their area. Vendors shall keep their tables and area in a neat, clean, and sanitary condition.
20. All places where food is stored, sold, sampled, or handled shall be maintained and operated in a sanitary manner in accordance with applicable local, state, and federal regulations.
21. All vendor table tops are to be covered with a cloth or plastic-type covering (not newspaper or contact paper).
22. Product displays and signage must be within the designated vendor space and may not impede access to adjoining vendors or pedestrian access in the walkways. All walkways must be kept open and clear.
23. All trash (including food trash) must be placed in the designated trash containers during Market hours. After Market hours it is the Vendors responsibility to take their trash with them for disposal elsewhere. NO Exceptions.
24. City staff cannot assist individual vendors in loading or unloading vehicles.
25. Do not use the decorative street lamp posts for securing tables, tents, etc. It is also prohibited to tape, wire, tie or otherwise hang anything from these lamp posts.

Equipment, Parking, Unloading, Loading

26. **Equipment** - Vendors will be responsible for their own tables, chairs, and other equipment. City staff will not provide equipment, nor assist with loading/unloading.
27. **Unloading** - All vehicles must be unloaded and moved from the designated area immediately upon completion. Vendors are allowed to unload between 11:30 a.m. and 12:30 p.m. Please be courteous of time for other vendors also needing to unload.
28. **Loading** - Vendors may use designated area to load their vehicles, between 6:00 p.m. and 7:00 p.m. Vendors are required to remain set up until 6:00 p.m. (close of Market), unless directed by Market staff. Please be courteous of time for other vendors also needing to load.
29. **Long term parking in the designated loading/unloading areas is not permitted.**

Health Permit

30. All vendors selling food items shall comply with all applicable Health Department Regulations. Please contact the Washington County Health Department directly about obtaining a permit:

Washington County Health Department
Environmental Health Division
1302 Pennsylvania Avenue, Hagerstown, MD 21742
240-313-3400

The Health Permit needs to be kept current and visually displayed at all times.

Cooking and Fire Safety

31. All vendors cooking at the Market shall comply with all Fire Safety Codes.
32. Cooking cannot occur under a tent where people are assembled.
33. Propane tanks must be secured and protected from damage.
34. A fire extinguisher must be on hand.
35. Vendor will be responsible for taking away all grease from your vending operation. Dumping grease on the ground, in storm drains or park trash containers is strictly prohibited. Grease shall be stored in appropriate containers. Do not utilize trash barrels or boxes for grease.

Please contact the Fire Marshal directly to ensure compliance:

Hagerstown City Fire Marshal's Office
25 Church Street, Hagerstown, MD 21740
301-790-2476

Tents

36. Tents are encouraged but are unable to be staked due to being on the black top. Please bring weights to hold down your tent area.
37. Tents must be properly anchored (above ground, without soil penetration) and supported to prevent uplift and collapse.
38. All tent material must be flame resistant and be properly labeled by an approved testing agency.
39. For tents under which there is cooking, a flame retardant certification is required.
40. Tents are subject to Fire Marshal Inspections and shall comply with the appropriate requirements of the Fire and Life Safety Code as adopted and amended from time to time.

41. The City's decorative lamp posts may not be used for securing tables, tents or other items. Vendors may not tape, wire, tie or otherwise hang anything from the lamp posts.

Business Requirements

42. All vendors shall comply with state and county business regulations, as set forth by the Maryland Department of Assessments and Taxation (business registration), the Maryland Comptroller's Office (sales tax collection), and the Washington County Circuit Court (trader's license). Specific details about Business Registration, Sales Tax Collection, and Trader's Licenses can be found on the attached **BUSINESS RESOURCES** page. Additional registration, licensing, and taxing laws may apply. Vendors are responsible for understanding all applicable laws.

Good Standing

43. Vendors must stay in good standing throughout the Market Season. Staff will check that Market vendors are compliant with state and county business regulations and Health Department requirements (if applicable). Those businesses not found in compliance with State and County regulations and requirements will be notified and given 14 days to become compliant.

See **BUSINESS RESOURCES** section attached here for more information. If not compliant after 14 days, agreement will be terminated, vendor asked to leave the Market for that year's Season. No refund of fees will be given. Vendors may not assume and may not rely on a lack of notification from Market staff as an indication that they are in compliance.

Insurance

44. All vendors selling food of any type are required to carry product liability insurance no less than \$1,000,000, and must provide a certificate of insurance naming the City of Hagerstown as additionally insured. The City reserves the right to require additional vendors to carry insurance as well depending on product(s) offered. Vendors are required to provide proof of said insurance upon request. All vendors are encouraged to obtain business insurance. All vendors must sign a hold harmless agreement, attached at the end of this document.

Photographic and Video Consent

45. The City of Hagerstown reserves the right to photograph or videotape vendors and their products for the purpose of promoting the Makers Market. Any images or video is the sole property of the City of Hagerstown and is not available to vendors or third parties.

Business Promotion

46. The City of Hagerstown does general promotion of the Makers Market. However, vendors are highly encouraged to promote their individual businesses through social media, websites, and via other forms of promotion and advertisements.

Communication

47. Market staff will update vendors on special events at the Market as well as other

business issues that may affect vendors. Notifications will be made to the email address we have on file.

City Limits of Responsibility

48. The City of Hagerstown is NOT responsible for any accidents on the premises or for damage to vendor merchandise. Vendors operate at their own risk. All vendors are required to sign a Hold Harmless Agreement with the City, and will not be permitted to vend without a signed form on file.
49. The City of Hagerstown reserves the right to refuse vendor space to, as well as suspend and/or expel, violators of the Market Guidelines and/or local, state, or federal laws.

MAKERS MARKET VENDOR COMMUNICATION & CHANGE FORM
South Potomac Street
Hagerstown, MD 21740

Business/Vendor Name: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

Date: _____

Type of Change:

- Change in Contact Information
- Other Change or Communications
- Change in Products to be Sold

Requested change of products must be approved by Market staff BEFORE the new changes may be implemented. Each vendor is limited to TWO changes in inventory per Market Season.

Please describe your change and/or communications:

Return to:
City of Hagerstown
Brittany Arizmendi, Community Engagement Officer
1 East Franklin Street, Suite 210A
Hagerstown, MD 21740

barizmendi@hagerstownmd.org

BUSINESS RESOURCES

Below is information on establishing your business within the State of Maryland.

Business Registration:

All vendors must register with the Maryland Department of Assessments and Taxation. This can be done via the Maryland Business Express Portal: <https://businessexpress.maryland.gov/>; 888-963-3468.

Business owners may register their business by visiting <https://businessexpress.maryland.gov/>. From there, they can highlight “**START A BUSINESS IN MARYLAND**”, and click on the “**Register your business in Maryland**” to begin the process of registering as a Sole Proprietorship, General Partnership, Corporation, etc. Once on the next page, select “**REGISTER YOUR BUSINESS NOW**” to create an account and register a new business or trade name.

Once an account is created, businesses may select the Maryland business type they would like to register as (**Sole Proprietorship, General Partnership, Maryland Limited Liability Company, etc.**) along with further information on each type. Business owners are encouraged to read and understand each business type before finalizing their registration.

All filings through the Express website will be processed by the Maryland Department of Assessments and Taxation within seven business days. After completing the online registration process you will receive all the necessary licenses and account numbers for your business.

Registering your business with Maryland’s Department of Assessments and Taxation helps to issue you an “SDAT identification number” which will begin with a letter (“D”, “F”, “W”, “L”, “T” or “Z”). This number serves as Maryland’s unique identifier for your business. *Importantly, this is not the FEIN number issued by the IRS and required by financial institutions to open an account.*

The number that you receive upon registration must be listed on your application. Numbers for a sole proprietor will begin with L; numbers for LLCs will begin with W or Z; numbers for corporations will begin with D.

Numbers beginning with T are trade name registrations, which are different than business registrations. If you want to register a trade name, that form is also available on the ‘FORMS’ page. The cost is \$25 and is valid for 5 years.

Maryland State Sales Tax:

All businesses, regardless of whether incorporated or operating as a sole proprietor, are required to have a Maryland Sales & Use tax account and may be required to collect Maryland state sales tax. The only exception is agricultural products sold by farmers, which are exempt from sales tax.

To apply for a Sales and Use tax account, visit the Maryland Comptroller’s Office, www.marylandtaxes.gov, click on the **SEARCH** field, and type **Maryland Combined Registration Online Application**; or phone 410-260-7980 or 800-638-2937.

Trader's License:

Some businesses may need to obtain a Trader's License from the Washington County Circuit Court. Please call 301-733-8660 or visit 24 Summit Avenue, Hagerstown, MD, to get more information about what is required for your particular business.

If you are required to have a Trader's License, it must be displayed at your market stall. Trader's Licenses must be renewed annually.

Washington County Health Department:

All vendors selling food items shall comply with all applicable Health Department Regulations. Contact the Health Department directly to find out which permits you may need.

Washington County Health Department
1302 Pennsylvania Avenue, Hagerstown, MD 21742
www.washcohealth.org
240-313-3400

STARTING, GROWING, AND PROMOTING YOUR BUSINESS

The following organizations may be helpful in the growth of your business and in maintaining compliance with Makers Market Guidelines:

City of Hagerstown Fire Marshal's Office
25 Church Street, Hagerstown, MD 21740
301-790-2476

Maryland Business Express
Maryland Department of Assessments &
Taxation
<https://businessexpress.maryland.gov>
410-767-1170

Maryland Comptroller's Office
www.marylandtaxes.gov
800-638-2937

SCORE
www.hagerstown.score.org
14 N Potomac St., Suite 200B, Hagerstown,
MD 21740
(301) 766-2043

**Small Business Development Center
(Western Maryland)**
888-237-9007
www.mdsbdc.umd.edu

The Washington County Chamber of Commerce
<http://hagerstown.org>
1 South Potomac St., Hagerstown, MD
21740
(301) 739-2015

Washington County Circuit Court
24 Summit Avenue, Hagerstown, MD 21740
www.mdcourts.gov/clerks/washington/business
301-733-8660

Washington County Health Department
1302 Pennsylvania Avenue, Hagerstown,
MD 21742
www.washcohealth.org
240-313-3400