

## **Mobile Bay Maker's Market Handbook**

Guidelines for the Operation and Use of Market Spaces at the Mobile Bay Maker's Market  
Effective March 10, 2025.

### **I. DEFINITIONS**

A. ARTISAN: Anyone who offers arts, crafts, or jewelry for sale as fully defined in Appendix "A" or who performs an artistic service on the Market.

B. ADVISORY COMMITTEE: The MBMM committee or its agents are charged with the responsibility of assisting the Market Manager in review of applications and making appropriate recommendations on Market operations to the Market Manager.

C. FARMER: Anyone including the backyard gardener, who offers produce that was grown and or raised by them, including, but not limited to, fruits, vegetables, cut greenery, live plants, herbs, flowers, meat, poultry and dairy products.

D. FOOD VENDOR: Any Vendor selling, packaged, prepared, baked or canned goods.

E. HOMEMADE: Food that was made from scratch and not purchased for resale.

F. LOCALLY GROWN: Produce that is grown within a 90-mile radius of the Mobile Bay Maker's Market may be labeled as "locally grown" and sold on the Market.

G. MARKET: That body of land owned by, or under the control of the Hope Community and generally described as the Anna T. Jeans Campus.

H. MARKET HANDBOOK: This body of guidelines authorized by the Mobile Bay Maker's committee for the operation and use of market spaces.

I. MARKET MANAGER: That person designated by the Mobile Bay Maker's Market committee to supervise the daily operation and long-term management of the Mobile Bay Maker's Market.

J. SPACE: A space (10ft X 10ft) is licensed to a person or entity granting the right to use and occupy the space identified in the application.

K. VENDOR: Any person or entity who is assigned a space to offer items for sale or to perform services on the Market, whether on a weekly basis or for some other period.

L. PRODUCE: A vegetable, fruit, cut greenery, live plants, herbs, and flowers or other such produce that is locally grown and available, a Farmer may offer for sale on the Market only such grown produce.

M. PREPARED FOOD: Homemade baked goods, candy, honey, jams, jellies, drinks from natural products grown and owned by the seller, and highly acidic canned goods (in compliance with all Alabama Department of Agriculture laws and regulations).

N. ANTIQUES & COLLECTIBLES: Merchandise that is at least 50 years old and not a reproduction.

## **II. ITEMS THAT MAY BE SOLD ON THE MARKET**

A. PRODUCE: Locally Grown. NO RESALE PERMITTED.

B. PREPARED FOOD: Homemade. NO RESALE PERMITTED.

C. ARTS and CRAFTS: Before an Artisan Vendor has been licensed a space to sell any item on the Market, as set forth in Standards of Quality for Artisans Appendix "A" of the Handbook, such Vendor must submit to the following process of review.

1. All applications shall be submitted to the Market Manager for review. The Market Manager shall determine the number and type of artisans. Once the artisan limit is met, all other applicants shall be put on a waiting list. Applicants must submit samples of products to determine the quality of representative examples. Visual Art applicants may submit a representative example and must include photos of the item(s) to be sold at the Market, these must accompany the application. Chosen artisans may be re-juried at the reasonable discretion of the Market Manager. The selection of artisans (juried or re-juried) shall be conducted as a Juried Art Show. All submissions will be reviewed by a Jury of Southern Alabama artisans, and only those artisans approved by the jury will be allowed to sell items at the Market. Any additional items a vendor wishes to sell that were not originally listed on the original or returning vendor application will be required to be juried before the vendor is allowed to sell the item at the Mobile Bay Maker's Market. See Appendix "B" for further definition of the Jury process.

2. An approved Vendor must file an agreement with the Market Manager that the items for sale have been created solely by the Vendor and are not mass manufactured. See Appendix "B"

D. ANTIQUES & COLLECTIBLES: See Exhibit "C"

E. No live animals are allowed to be offered for sale or sold on the Market under the provisions of these guidelines.

F. The Market Manager shall have the authority to approve or to disapprove any item offered for sale on the Market under this section, unless the aforementioned artist jury has already made a determination on the particular item.

### **III. HOURS OF OPERATION**

A. The Mobile Bay Maker's Market will open every other Sunday from 10:00 A.M. until 3:00 P.M. rain or shine, year round. The Market Manager, with the consent of the MBMM committee, may curtail and/or modify such days and/or hours of operation for special events or for other reasons such as lack of activity during inclement weather.

1. Farmers who substantially sell out of Produce and Prepared Goods can **begin** to pack up an half hour before the end of market.

B. Should a later opening time be required for a Vendor, the Vendor shall notify the Market Manager by phone/email as far in advance as possible of the Market opening time.

### **IV. . REQUIREMENTS FOR VENDORS**

A. Every Vendor in the Mobile Bay Maker's Market must comply with applicable federal, state, and local laws, ordinances, and regulations and any city of Fairhope licensing fee or requirements.

B. Collection and filing of any applicable taxes and payment to the appropriate taxing authority **is the sole responsibility of the Vendor.**

C. Vendors shall be in the vendor space assigned to them no later than 9:00 A.M. Vendor Booths must be open and ready to sell when the Maker's Market opens and shall remain open until the Maker's Market closes with exception, Farmers may close no earlier than 2:30 PM ONLY if the Farmer has sold out of Produce and Prepared Goods. Failure by Vendor to be open to sell by 10:00 A.M. or to notify the Market Manager of the need for a later opening time, may result in the release of Vendor's space to another entity for that day and future markets dates and the loss of that Maker's Market payment.

D. Farmers must secure a Growers Permit from the proper county extension office and have the same properly notarized, whether selling on a daily, monthly, or annual basis. A copy of the Growers Permit will be attached to and made a part of the Farmer's space to sell on the Market. Farmers must also obtain a temporary sales tax ID number before being issued a space, if required by law.

E. Vendors selling Prepared Foods must comply with all Alabama Cottage Industry statutes, regulations, rules and requirements or secure a food permit from the Alabama Department of Agriculture.

F. Vendors selling eggs, cheese, milk and meats are responsible for all licenses and permits necessary to process and sell their products.

G. All prospective Artisan Vendors wishing to sell items referred to in Appendix "A" must comply with the guidelines as outlined above.

H. All Antique and Collectable vendors must comply with the guidelines outlined in Appendix "C"

## **V. MOBILE BAY MAKER'S MARKET SPACE AGREEMENTS**

1. The Market Manager, or his/her designee, will be at the Mobile Bay Maker's Market no later than 9:00 A.M. Sunday for vendor check in. Regularly scheduled vendors will be assigned to a space prior to the day of the Maker's Market. Vendors must leave written notice via email with the Market Manager by emailing [mbmakersmarket@gmail.com](mailto:mbmakersmarket@gmail.com) and texting (251-463-6233) by 5:00pm the Thursday before the upcoming Maker's Market day if such Vendor will not occupy its space(s) for that Sunday. Failure to notify the Market Manager as required above shall result in the forfeiture of the fee for that particular Sunday. FARMERS assigned a space after 5:00 PM on WEDNESDAY, who fail to show for the Maker's Market that Sunday shall also forfeit the fee for that particular Sunday.

ABSENCE FROM MARKET WITHOUT ANY NOTIFICATION OR "no shows" will result in a DOUBLE FEES penalty. More than two "day of" cancellations may also result in a double fees penalty. The Market Manager shall have the authority to terminate the license of any vendor who continually cancels or makes a habit of not showing up for their scheduled market dates.

2. If a Vendor has a specific currently assigned space(s), then that Vendor must occupy such space(s) by 9:30 A.M. If a Vendor has not occupied his/her space by the above time, such space is forfeited and may be assigned to another Vendor.

3. Space allowing, the Market Manager may allow Vendors to relocate to unoccupied spaces within their respective area (i.e. Farmers, Artisans, or antique Vendors) after all Vendors have been placed.

4. In the interest of making the Mobile Bay Maker's Market appear and feel more occupied, after all Vendors have been placed and at the discretion of the Market Manager, Vendors may spread to an approved adjacent space(s). Farmers will have the option to spread first. Space permitting, Vendors may spread to a maximum of two additional spaces provided they have the product for sale to fill the expanded area.

5. Vendor relocation shall be at the discretion of the Market Manager and shall be based on reasons regarding feasible and practical distribution of Vendors and/or products. Refusal to

relocate at Market Managers request may result in suspension with loss of that dates Maker's Market payment and could result in termination or non-renewal of Market license.

E. The Mobile Bay Maker's Committee and its Market Manager or designee reserve the right to refuse to offer or renew a licensed space to any Vendor, or to relocate or revoke any space for a Market space previously issued, when it is considered to be in the best interests of the Mobile Bay Maker's Market and/or in the interest of public health and safety. The Mobile Bay Maker's Market committee and its Market Manager or designee further reserve the right to revoke at any time or not renew any licensed or space without cause. If the Vendor's license is revoked, or not renewed, the Vendor is entitled to receive a written notice of such action at least 5 business days prior to the effective date of such action unless such termination or non-renewal is for cause or for an emergency. The following shall be grounds for immediate cancellation of any license for cause, without prior notification: (a) failure to meet the terms of the agreement; (b) failure to comply with the guidelines of this Mobile Bay Maker's Market Handbook. The license may also be revoked for violations listed in Section IX herein.

F. Vendors shall be responsible for the actions of employees, agents, or other persons working for, or with, the Vendor.

G. Licenses for Spaces are entity-or-person-specific. If a family is applying for a license, all members of the family who expect to sell on the Market must sign the original application and release at the time it is submitted to the Mobile Bay Maker Market Manager. At a future date, if any additional family members or persons wish to share the booth with the original applicant, they must fill out an additional application and release and go through the jury process before being permitted to sell at the Mobile Bay Maker's Market. If the license is being obtained by a business, then an officer, manager, managing member or a general partner must also sign the application.

## **VI. VENDOR SPACE**

A. Vendors may use a 10x10 tent if they choose. Please have tent weights if using a tent.

B. Vendors must provide their own equipment and any additional materials for display of items.

C. Vendors may not use set up materials, which permanently damage the space.(Future installments) Power to vendors is available on a limited basis with standard single phase 3-prong duplex 20 amp receptacles.

D. Any needed repairs, hazardous conditions, or problems rendering the Maker's Market space unusable for the purpose for which it was designed shall be immediately reported in writing to the Market Manager or the Mobile Bay Maker's Market committee.

E. Any sign that a Vendor wishes to use in his or her Market space must be approved by the Market Manager. The Market Manager has the sole discretion to disapprove any sign or signage considered by the Market Manager to be inappropriate or not in keeping with the Maker's Market image.

F. Each Vendor Space as designated above shall be charged at the rate of \$25 per Sunday. All vendors are responsible for paying vendor fees timely and in advance of the market date. Payments made day of will be considered "LATE" and charged a late payment fee of \$5 for each occurrence. Advance payments by check or credit card will still be accepted at market without penalty.

## **VII. PARKING**

A. AFTER UNLOADING ALL VENDORS MUST EITHER MOVE THEIR VEHICLES TO THE DESIGNATED VENDOR PARKING LOT.. Failure to comply with the Market parking requirements after two written warnings is grounds for non-renewal of a Maker's Market license.

B. A Vendor may request permission from the Market Manager to exceed the restrictions on parking contained herein only for special occasions or to accommodate large amounts of heavy Produce, having a handicapped placard or in the event of a temporary injury the Market Manager provides a temporary permit. The request must be made in writing and it must state the reason for the request and the date for which a curbside parking space is needed.

## **VIII. HEALTH, SANITATION, AND SAFETY**

A. Baldwin County Waste Mgt will provide and empty all public litter containers in the Maker's Market.

B. Vendors are responsible for the collection and proper disposal of all refuse, grease, and trash generated from their spaces.

C. Vendors are responsible to see that their areas are left clean and orderly when they leave the Mobile Bay Maker's Market for the day. Failure to comply with this section may result in the imposition of the actual cost of any cleanup or a \$50 fine whichever is greater, to be collected by the Market Manager.

D. The Mobile Bay Maker's Market committee is not responsible for damage to or loss of any personal or other items in any of the assigned spaces.

E. Children less than 14 years of age brought to the Maker's Market by Vendors must be kept within the Vendor's Market space and be under the supervision of a designated adult.

F. Vendors and their representatives agree to protect and hold the Mobile Bay Maker's Market committee and the Hope Community, their employees, agents, and representatives harmless and to indemnify such entities from any and all claims, demands, suits, actions,

judgments, and recoveries, for or on account of any damage, theft, or injury (including death) to property or person occurring as a result of Vendor's use of Market space for which Vendor has been approved, including loss or injury resulting to Vendor from any cause whatsoever, including but not limited to electrical or equipment failure.

## **IX. GENERAL INFORMATION**

A. The Mobile Bay Maker's Market promotes a family friendly atmosphere. Vendors shall conduct themselves at all times in a courteous and professional manner. Proper dress is required of all Vendors. Rude, abusive, or other disruptive or offensive conduct is not permitted. Profanity or otherwise offensive language, including gestures, is prohibited. After two written warnings from the Maker's Market Manager, continued non-permitted behavior will result in the Vendor being suspended for 2 market dates and may be considered grounds for non-renewal of a Maker's Market license.

B. No Vendor shall agitate, badger or otherwise interfere with other Vendors. Any Vendor with a complaint or with something negative to say concerning another Vendor will speak directly to the Market Manager or another duly appointed representative of the Market and refrain from gossiping with other Vendors or Market customers. Malicious gossip among Vendors and/or negative statements made to Market customers about other Vendors is harmful to the Market as a whole and a poor reflection on the sense of community and the positive atmosphere people anticipate and enjoy as patrons visiting the Market. The Market Manager at her/his discretion will provide one written warning and continued non-permitted behavior will result in the Vendor being suspended for 2 market dates and may be considered grounds for non-renewal of a Maker's Market license.

C. No person shall make a public outcry, engage in "hawking," or play any musical instrument (except for Vendors who are demonstrating a musical item that they have crafted or who have been approved in advance by the Mobile Bay Maker's Market committee and its Market Manager or designee for such musical performance), or give other entertainment while selling on the Market, whether for personal pleasure or for public enjoyment.

D. Musical instruments can be played provided they are approved prior to the 9:00 AM start time of the Market ahead of time by the Market Manager and it is understood that if any Vendor in the near vicinity asks the music be softer or moved the musician will comply.

E. Vendors who violate any of the regulations contained in this Market Handbook will be given a written warning. A second violation for the same, or for a different violation, will result in a second written warning. A third violation will result in the termination of the license, except as provided in section "IX B" herein.

**Standards of Quality for Artisans Appendix "A"** The following are general guidelines to be followed when considering submission and/or approval of any craft for review.

An Artisan's craftsmanship should be reflective of the Artisan's considerable skill, time and effort to produce a high quality, finished product. Each item should be original and unique, but may be assembled from patterns created by the Artisan. Assembly of a copy- righted item is not allowed unless the Artisan is the holder of the copyright. Assembly from kits is not acceptable nor is it acceptable to add to or improve pre-manufactured items. The design of the item should reflect shape, form, color, and texture. The materials should be of high quality, at least 80% of which should be from natural or collected materials. Of the total value of the item, at least 75% must be attributable to the Artisan's handiwork. Items to be sold on the market by an Artisan may not include kits, cut bottles, unfinished work, bread dough sculptures, ball caps, plastic items, acrylic items, mass manufactured items, or silk or artificial flowers.

**Jewelry:** All jewelry offered for sale must be hand made by the Artisan. Assembly from kits or pre-strung plastic beads or other factory work is not acceptable. Gold or silver chains will be allowed only as a minor part of the total work (i.e., a support of a piece that the Artisan has created and made).

**Pottery:** All pottery shall be hand-built or wheel-thrown by the Artisan, kiln-fired or other heat process by the Artisan, and finished by the Artisan.

**Wooden items:** All wooden items shall be designed and/or interpreted by the Artisan. The Artisan shall craft all items, finish all items (Including sanding, oiling, varnishing or other finishing process), and assemble all such items.

**Clothing and Accessories:** An Artisan may offer clothing or accessories for sale on the market, but such clothing or accessories must be designed, or interpreted by, and sewn, knitted, or woven by the Artisan personally. Clothing and accessories, including items woven and knitted, made from commercially available patterns is acceptable only if the item is reflective of the Artisan's considerable time, skill, and effort. Pre-made fabric may be hand-dyed or decorated by the Artisan, as in Batik or painting and tie dyed.

**Photography:** An Artisan may offer original and reproduced photographs for sale on the Market. All such photographs and reproductions shall have been created by the Artisan. While it is desirable that the Artisan signs all photographs and reproductions, that is not a requirement. However, on the back of each reproduction the Artisan shall affix a label that either specifies that the item is an original or, if a reproduction, shall specify the method of reproduction.

**Stained Glass and Mosaic:** All stained glass and mosaics shall be the original design of the Artisan and shall be assembled by the Artisan from component parts and pieces that the Artisan has personally cut or gathered.

**Paintings and Sculptures:** All paintings and sculptures shall be the original work of the Artisan and reflective of significant energy and time on the piece and may be created with any medium. Paintings shall be upon canvas, wood, or any other solid. The Artisan shall control reproduction and shall indicate the number of reproductions created from an original.



Sculptures must each be an original and may be from any material except bread dough.  
Wreaths: Wreath shall be the original design and work of the Artisan and shall not incorporate artificial elements except ribbons or bows.

Metalwork: All metalwork, including sculpture, boxes and candleholders must be totally designed by, assembled by, and finished by the Artisan.

Candles: An artisan may offer original candles that he/she produced, molded, died and shaped themselves from unformed raw/natural materials.

Miscellaneous Arts and Crafts: Creativity cannot be limited or controlled by rules and regulations. Therefore, an Artisan may present a new idea, a new concept or a new design not covered by this outline. Each new artistic creation will be judged by the Jury as outlined in the handbook.

### **Jury Process for Artisans “Appendix B”**

Approved Artisans for the Market will be decided by a jury of Mobile Bay artists appointed by the MBMM committee. All applicants will be reviewed and juried BEFORE being allowed to sell or display on the market. The criteria used by the jury will include: appropriate original (non-mass manufactured) craftsmanship by the seller or displayer, compliance with the handbook and Appendix “A”, contribution to the variety and uniqueness of artistic offerings on the Market, and willingness to fully participate for multiple weekends during the annual operation of the Market. Only those applicants approved for participation by the Jury may sell approved items on the Market.

- Any Artisan wishing to sell at the Market must submit an application. New Artisans must also submit samples or photo(s) (at least 6) of any item(s) to be sold at the Market. Emailed submissions are acceptable. Returning Artisans may use previously submitted samples as long as the style/type of work has remained consistent.
- All submissions must fall within the standards of quality set forth in Appendix “A”. No applicant that does not fully meet these standards will be considered by the Jury.
- All applicants not approved by the Jury will be notified as soon as possible.
- Upon receiving notification of approval by the Jury and assigned dates for market sale, Artisans must contact the Market Manager to accept the assigned dates and sign an agreement certifying that all items to be sold are created by the Vendor and not mass manufactured as well as other required documents for Vendors.
- All dates will be assigned arbitrarily by the Market Manager and will not be at the discretion or choice of the Vendor.

### **Antiques and Collectables Guidelines “Appendix C”**

- All merchandise sold as antiques and/or collectables must be at least 50 years old. NO NEW MERCHANDISE OR REPRO- DUTIONS PERMITTED.

- Excluded items include, but are not limited to, guns, ammunition, electronics, VHS and Beta tapes, lewd or pornographic material, fireworks, clothing less than 50 years old, alcohol, tobacco, flammable liquids, and new merchandise.

- The Market Manager reserves the sole authority to require a Vendor to remove any item that is inconsistent with the quality, theme or image of the Market.