

Carolina Forest FLEA MARKET and Antiques

Vendor Information

Sections 1,2: General Information

Section 1:

The **CAROLINA FOREST FLEA MARKET** is herein defined to be a regulated Flea Market place, together with buildings thereon, for the sale of bric-a-brac, antiques, glass, treasures, books, furniture, etc., and other items hereinafter designated as the Flea Market. CFFM will furnish the necessary area and utilities to meet the requirements of all State, County or local laws or regulations with regard to a Flea Market operation. Such utilities consist of; lights, water, electricity, and ventilation as required by said laws and regulations.

Section 2:

The word "Vendor" is herein defined to be any person or persons who are actually engaged in the business of selling Flea Market items at the Market.

Section 3: CFFM Responsibility

CFFM managers, employees and agents are responsible for all activities at the Market. CFFM manages the Flea Market and performs the following:

1. Sets days and hours of operation
2. Rents spaces to monthly and daily Flea Market Vendors
3. Collects and records rental fees
4. Inspects stalls after closing to ensure that vendors have left the area in a neat, clean and orderly condition
5. Directs arrangement of all vehicles on the premises or grounds
6. Maintains order in the market and may recommend that vendors be denied the privilege of selling at the market when conduct is not in accordance with CFFM's Policies and Rules and Regulations
7. Informs Vendors on any violations of the rules and regulations.
8. Performs all related duties to maintain and operate an efficient Market in the best interests of the Vendors, Market Owners and the General Public.

No person on the Market shall refuse to comply with the direction of, or interfere with the rules set by the CFFM or duly appointed agent in carrying out the provisions of these Rules and Regulations.

Section 4: Vendor Responsibility

1. Vendors are responsible for keep their individual space(s) clean, neat, tidy and in presentable condition at all times. Must clean up during and at the end of each operational day.
2. Responsible for keeping the area immediately around their space including walkways and outside areas at their space clean and free of trash.
3. Must pay their fees for space and other fees or charges on time.
4. Supply a copy of their license to operate in Horry County
5. Provide copies of any documents allowing sales of licensed items.

6. To not sell or offer any items deemed illegal or improper.
7. To not sell any items prohibited by CFFM at its sole discretion.
8. To insure their merchandise is properly stored during non-market hours.
9. To insure their space is open for sales during all market hours.
10. Must not leave any boxes, bags, trash, unsold items or other onsite. If you brought it, take it with you.

Section 5: Payment of Monthly Space Rental

All space rental payments shall be made in advance of use of any space in the Flea Market. Any person who seeks to evade or refuses to make payment of the proper Market fees when called upon to do so shall relinquish their stall and Market privileges.

Payment of the rental fees gives the Vendor both space and selling privileges. All Vendors shall use equipment and rental space as directed by the CFFM.

Section 6: Utilities

In addition to the regular Market spot rental, an additional fee may be charged for the use of any unusual, large, multi-lighting fixture, or other large consumption electrical appliance. (No electric heaters are allowed.) Any of these items must be approved in writing by CFFM.

Section 7: Days Of Operation And Market Hours

Market hours shall conform with the printed Market Schedules. The time of opening and closing may be changed or regulated by CFFM as conditions may warrant for Market improvement.

Section 8: Advertising

CFFM will be handling all advertising for the Flea Market in the general market area. Any Flea Market Vendor wishing to advertise separately shall do so at his/her own expense. Any advertising using the Flea Market name and/or address or other identifying CFFM must be approved by CFFM prior to the advertising being printed or posted in any media.

Section 9: Causes for Denial of Selling Privileges

Any person who seeks to evade, or refuses to make payment of, the proper Market rental fees/charges when called upon to do so shall be denied the privilege of selling at the Market.

Use of abusive language (profane, racial, ethnic, etc.) will not be tolerated on the Market premises and may be cause to be denied the privilege of selling at the Market.

Conduct on the Market which demonstrates a deliberate attempt to cause poor morale or disrespect among Vendors or the public by any actions or attitude on the Market will not be tolerated and may be cause to be denied the privilege of selling at the Market.

Verified written complaints against any Vendor showing reasonably conclusive evidence that such Vendor has practiced deception by displaying or selling produce/merchandise so packaged as to misrepresent the quality or condition of produce/merchandise, or by giving false information regarding the origin, variety, quality, condition, or value of produce/merchandise, or by similar deceptive practices shall, in addition to any other penalties which may be inflicted, be cause for the CFFM to bar such person from the privileges and grounds of the Market for such period of time as may be advisable and fair.

No person so barred from Market privileges shall be allowed to sell his/her produce/product, or any part thereof, through or in the name of, any other Producer on the Market

Any person so barred from Market privileges shall be granted a hearing with the Owner of CFFM or its designated representative, upon written request, submitted within fourteen days after notice of being so barred. Requests for such a hearing shall be addressed to Van Watts, Pinnacle Development #2, LLC. P.O. Box 7039, Myrtle Beach, SC 29572 or dropped off at the main Market office.

Violation of known and established Market Rules and Regulations may be deemed cause to be denied the privileges of selling at the Market.

Any Vendor or other persons refusing to comply with the rules governing the operation of the CFFM Market, or interferes with the CFFM in carrying out the provisions of these rules can be removed from the Market.

Section 10: General Rules and Regulations

NO SMOKING: CFFM is a NON-SMOKING market. No smoking allowed inside any buildings or bathrooms. Outside smoking is permitted as long as it does not interfere with any other vendor or patron. Vendors are responsible for all trash in and around their area. Do not throw butts or other on the ground.

No person shall be allowed to use anything of a nature that could be considered injurious to one's health or the environment on the Market premises.

No person shall beg, loiter, solicit, sell, or attempt to sell, display, or demonstrate any goods, merchandise, real estate, or animals, nor place any poster, advertisement, or billboard on the Market premises without the prior approval of the CFFM .

The use of radios and television sets are not permitted on Market premises without the permission and direction of the CFFM .

CFFM has absolute control at its sole discretion to approve or disapprove any vendor or type of item(s) being presented or sold at the CFFM.

Attempts to establish abnormal or artificial prices by unfair or irregular means shall be prohibited.

State health laws prohibit any pets or live animals in the Market with the exception of seeing-eye dogs for the blind.

Absolutely no consumption or sale of alcoholic beverages will be permitted in the Market building or CFFM property.

Verbal or written complaints brought to the attention of the CFFM by any Vendor's customer must be settled. If the Vendor and customer cannot come to a satisfactory decision, the matter will be settled by the CFFM, if possible. It is the Vendors responsibility to run an ethical business and to insure the reputation of the vendor and CFFM. Vendors shall indemnify CFFM and its affiliates against any and all claims.

CFFM is not liable for the theft or damage of any Market items during or after Market hours. Market items stored in the Market building will be done so at the risk of the Vendor only.

CFFM assumes no responsibility and is not liable for any damages or injuries which may occur within an individual stall area.

Hours of operation are posted. Hours may vary depending on the time of year.

Any space that is rented and has merchandise in it, must be open within one hour of the market opening.

If you are unable to attend and cannot be open for business you are required to inform us prior to opening time for that day and must indicate who will be responsible for your merchandise for that day.

All vendors are encouraged to stay open and ready for business to within one hour of CFFM closing. (Example: If CFFM closes at 5:00pm you should not close or start packing prior to 4:00pm)

No Vendor shall remain on CFFM property after 6:00pm unless prior arrangements have been made with CFFM management.

You must leave your space clean and free of trash. (This includes any trash, boxes, etc. in and around the floor/ground area of your space.) YOU must keep it clean.

DO NOT discard items (including empty boxes) next to trash cans or in our dumpster! Our policy is that **“you bring it in, you take it out”**. Vendors dumping trash will be subject to expulsion without deposit refund.

Deposits will only be refunded once our staff inspects your space and is approved by the management.

NO tables are provided by CFFM.

Vendors space alterations, tables or merchandise is not allowed to extend beyond rented space into walkway. The walkway **MUST** be kept clear at all times.

No vendor may construct or alter any space without the consent of CFFM management. Screwing is the preferred method for affixing items to walls or rafters. Alterations or improvements (if approved by CFFM management) must be removed by vendor when space is relinquished. Items not removed shall become property of CFFM and deposit forfeited.

Signage: Signs and placement must be approved by CFFM management. No sign can be larger than 48 inches wide and 24 inches high. Maximum of 1 large sign per selling space. (Example: If you have rented 3 booths you are entitled to 3 signs.) Small “sale, hot, hurry, 50% off etc. signs may be place in and around merchandise and are not part of the single sign per spot limitation. If you have any questions, please consult CFFM management.