



Artisan Vendor Handbook



The rules and regulations within this handbook are designed to benefit both the Market as a whole and each individual artisan vendor. May this handbook serve to inform prospective and participating vendors of Sustainable Nantucket’s Farmers & Artisans Market (SNFAM) policies and procedures. The Market rules and regulations provide the framework to promote our local harvest, as well as to delineate expectations about the Market operation.

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CONTACT INFORMATION

Sustainable Nantucket
P.O. Box 1244
Nantucket, MA 02554

Market Manager:
email: market@sustainablenantucket.org
Office Phone: 508-228-3399
Cell Phone:

HOURS and LOCATIONS

MARKET SEASON: The 2024 downtown Market season will run every Saturday from May 25th - October 12, 2024. There are 21 markets scheduled for the 2024 season. The 2024 market season schedule is pending approval from the Town of Nantucket.

TIMES AND DAYS: Weather permitting, the downtown Market will be open to the public on Saturdays from **8:30AM to 12:30PM**

LOCATION: Downtown Nantucket: Upper Cambridge Street and North Union Street

A NOTE ABOUT OUR MARKET COMMUNITY:. We are a **close-knit** community with deep roots on a small island, where “everyone knows everyone” and we see each other in many different settings, wearing many different “hats” throughout the year. Hence, we rely upon each other to **uphold certain values and behaviors**. One long-standing tradition pertains to business ventures, where we endeavor not to step on each other’s toes nor infringe upon each other. We refrain from duplicating another’s products, and we even avoid creating products that look similar. We strive for each vendor to be unique and to find their own niche in order to enhance community, rather than to directly compete. If you are interested in joining our community, we invite and urge you to observe these traditions that are the foundation of our island community and of our Market.

PLEASE read these rules, guidelines, and policies carefully before signing your vendor application and keep a copy for your records.

Signing the application signifies your agreement to abide by these rules. Failure to comply with them may result in termination of your membership.

GOVERNANCE

MARKET MANAGER: All rules of the Market are enforced by the Market Manager or their appointed representative from the Sustainable Nantucket Staff/The Market Committee. The Market Manager has ultimate on-site authority. The Market Manager is responsible to the Sustainable Nantucket Managing Director, the Farmers & Artisans Market Committee and The Nantucket Sustainable Development Corporation (d/b/a Sustainable Nantucket) Board of Directors. If a vendor does not abide by the rules of the Market, the Market Manager may take any action deemed appropriate, including barring the vendor from the Market for that day and any future Market days. The Market Manager directs set-up and decides any immediate issues affecting the overall Market. For any questions or concerns related to the Market, contact the Market Manager.

Market Advisory Committee: This group is responsible for the oversight of the SNFAM Policies and Handbook, Fees, Vendor Categories, and Grievances. The Market Advisory Committee is made up of the below members:

Market Manager
Peter Brace
Priscilla McIntosh
Aidan Feeney
Melissa Dudley
Misha Currie
Ciara Fritsch
SN Managing Director

Vendor Review Committee: This group is responsible for the review of all vendor applications to ensure the integrity and standards of the SNFAM. The Vendor Review Committee is made up of the below members:

Market Manager
Peter Brace
Ciara Fritsch
Priscilla McIntosh
Melissa Dudley

ARTISAN GUIDELINES

It is of great value to Sustainable Nantucket and the Market to be a part of encouraging, creating and helping to establish new opportunities of entrepreneurship. This means bringing your ideas and needs to island people, instead of using off-island services that have already been established. (i.e. bringing your printing or silk screening needs to an Island business or sole proprietor.) It is our hope that if these services do not yet exist on the island, perhaps we can encourage them to be established or to expand with the prospect of future business.

MADE ON NANTUCKET REQUIREMENTS:

Recognizing Nantucket's current lack of certain materials and manufacturing capabilities, off-island materials may be used in the formation of your MADE ON NANTUCKET products. Sustainable Nantucket strongly encourages each vendor to start the off island material search on the Cape, then throughout the State of Massachusetts, then to the Greater North East, etc. Products cannot however, be sent off-island to be finished. Therefore, all items must be constructed/finished on the island of Nantucket. Artisans are encouraged to use natural materials and hand-make as much of their product as possible. Material origins will hold weight in the review process. The SNFAM Manager and The Vendor Review Committee will make the final judgment on the suitability of any specific vendor's operation for participation in the Sustainable Nantucket Farmers & Artisans Market. The Vendor Review Committee reserves the right to visit farms, studios, or locations where items are grown or made, to ensure they are made on Nantucket.

APPLICATION PRODUCT DESCRIPTION:

All products for sale must be reviewed by the SNFAM Manager and the Vendor Review Committee via photos submitted with the application. If you would like to add to your product inventory after the application process, you must contact the Market Manager with photos of the proposed product for review before sale is permitted.

MA SALES TAX:

All vendors are responsible for being informed about MA Sales Tax Code, collecting, reporting and remitting sales tax. **All vendors are required to have sales tax certificates on site at every Market. Certificates must also be submitted with application. EXEMPTION: All clothing is TAX EXEMPT unless the individual pieces exceeds \$175.**

Sales of goods by children of Market vendors are subject to the same sales tax regulations as sales by Market vendors. Parents should assure that they and/or their children are properly registered as a Massachusetts vendor, and that taxes are collected and remitted upon such sales as required.

Juniors are like any other Market vendor in that if their product is not tax exempt, they must collect and register (or use their parent's sales tax registry) in order to remit sales tax.

Massachusetts Dept. of Revenue: 100 Cambridge Street | Boston, MA 02204

Phone: (617) 887.6367 Website: www.mass.gov/dor

What our Farmers and Artisans Market requires is a **Sales and Use Tax Registration**. You will need to apply to the state for this. For more information on registering with the DOR to collect sales tax, go to: <https://www.mass.gov/guides/sales-and-use-tax>

ARTISAN vendors practice a craft or trade that creates functional or decorative items made by hand or using local production methods. **Items made by factory production are not permitted.** Artisanal work is reviewed by the Market Vendor Committee to ensure its integrity and authenticity. New applicants will require a studio visit for verification.

- **What is an Artisanal Item?** The artisan must complete **2 out of these 3** steps in order for the item to qualify for sale at the Market. All items must be approved by the Market Advisory Committee.
 1. Original idea/design created by yourself, and if drawn/drafted executed by yourself. Examples: a pattern for clothing; a painting for a card.
 2. Raw materials produced by yourself. For example, raw wool spun into yarn and woven into fabric from which a garment will be made; handmade paper from which a card will be crafted; shells or stones hand-cut to be made into jewelry; collecting clothing at Take It Or Leave It to repurpose.
 3. The assembly of the final product is done by yourself. Example: you piece together a quilt; you assemble a necklace. If you are interested in selling clothing, please reach out to the market manager.
 4. **New Items.** After you have been approved and accepted, any new item and any new items that were not on your application must be approved first by the Market Committee.

As a reminder, your products must be produced by yourself on-island. You are only allowed to vend items made by yourself that have been approved by the Market Vendor Committee. Studio visits are required for NEW applicants. All applicants are required to submit items you wish to vend during that season. Any new items you wish to sell after the start of the season must be reviewed and approved by the Market Vendor Committee. Please note that this is a juried Market, and we reserve the right to deny applicants who do not meet our standards.

JUNIOR ARTISANS: Junior vendors are between the ages of 12-18. Juniors between the ages of **12-14 must be accompanied by a parent at all times.**

SERVICE PROVIDERS: this includes hospitalities, human and holistic services (such as massage) or astrology readings. Fees for this category are the same as for artisans.

VENDOR PARTICIPATION

APPLICABLE VENDORS: Full-time, year-round Nantucket residents will always be given priority during the application review process. Artisan applicants' primary residence must be on Nantucket for a minimum of 8 months. All applicants must provide 2 forms of residency verification; a Nantucket drivers license and a current utility bill or lease agreement. If you are not a U.S. citizen, a work visa or green card must be supplied as one of your proofs.

Please see Market Rules #7 and #8 on page 12 for further details on who may vend.

All vendors are required to attend a pre-season vendor orientation meeting (date to be determined)

VENDOR CAP: In order to keep a consistent variety at the Market, the Market Manager and the Market Advisory Committee may place a cap on overly represented vendor categories. When reviewing applicants, the committee looks for variety in relevance to other prospective vendors' products as well as materials used, craftsmanship, and date application and payment was received. Diversity of merchandise is also considered. It is the Market's goal to have a balanced selection of products at every Market. Therefore, when applying for Market days via your application, please be aware that those are requests, and all desired Market days **may not be granted**.

VENDOR ALTERNATE LIST AND WAITING LIST: Vendors that are not granted all their requested dates will be placed on an **ALTERNATE LIST** and notified if the Market has available space. Vendors that are not accepted into the Market due to a cap placed within their category will be placed on a **WAITING LIST** in the event space becomes available. The waiting and alternate lists will be compiled by the date your completed application and full payment was received.

INSURANCE: We require that all vendors carry insurance. Please see page 9.

VIRTUAL MARKET PARTICIPATION: The virtual market is a feature on our website as of 2020 allowing website visitors to search and browse for vendors and their respective offerings. This is an opportunity for Sustainable Nantucket to offer another platform of exposure for its market vendor community. Approved vendors are required to participate in Sustainable Nantucket's online Virtual Market platform. Participation in this online platform includes providing the Market Manager and SN Managing Director with information including Business Name, Vendor Bio, Contact Information including Email, Website, Facebook, Instagram and/or Etsy information.

VENDOR FEES

Application and Vendor fees are the most important source of revenue for the Sustainable Nantucket Farmers and Artisans Market. They are a critical component to maintain overall market operations and ensure the success and continuation of the market. These fees cover our cost for all required permitting from the Town of Nantucket, advertising, promotional materials, and market equipment including tents, tables, barricades, signs and banners. Fees were increased in 2021 and 2024.

ANNUAL APPLICATION FEE: An application fee is required to be submitted with your application. The application fee will be returned if an applicant is not selected as a vendor. Once confirmed as a vendor for the Market, the annual application fee is *non-refundable and non-transferable*. Checks are to be made payable to *Sustainable Nantucket*. **Your application is not deemed complete unless payment is accompanying it.**

March 1- April 1 \$160.00
After April 2 \$190.00

WEEKLY VENDOR FEE: Weekly fees are determined by the **type of item** a vendor sells and the **size of their set-up**. The Market Manager will verify your weekly fee once your application is approved, and again if your display changes. **Vendors must be prepared with either a check (payable to *Sustainable Nantucket*) or cash, collected before the start of the market.** The weekly fee is *non-transferable and non-refundable* unless the Market is canceled due to weather.

10x10 Tents - Individual		6ft Table & Smaller
Artisans: \$75		Artisans: \$55
		Junior: \$25
10x10 Tents- Shared (2 Max)		8ft Table
Artisans: \$45 each		Artisans: \$60

TENTS: Allocation of tent spaces are at the discretion of the Market Manager and the Market Committee.

ONE DAY/ Visiting Vendor MARKET PERMIT: *One Day/ Visiting Vendor Market Permits* are available for insured vendors on a case by case basis pending review by the Market Committee. An approved applicant may not participate in more than 3 markets as a visiting vendor and is at the discretion of the Market Manager. A visiting vendor is not required to pay the application fee, but must be prepared to pay the weekly market fee, should they be accepted to participate. ACT Insurance is a good option for single day market insurance.

Visiting vendors of the SNFAM will be considered on a case by case basis. Visiting Vendors will be considered if they have a unique product that will enhance the diversity of the market. They will be considered if they have strong ties to Nantucket and the grower / artisan community. Non-Local/Non-Resident circumstances considered on a case by case basis. Please contact us for more information should you be interested in a one day market permit.

INSURANCE

ALL VENDORS are REQUIRED to provide proof of a 1 million dollar per occurrence **Product and General Liability Insurance** and name SUSTAINABLE NANTUCKET AS AN ADDITIONAL INSURED. Please speak with your insurance or legal representative regarding whether your existing coverage (i.e. current Auto & Homeowners Insurance, Renters Policy, and/or Craft Organization/Guilds) will be sufficient for your potential liability. **Vendors are required to submit proof of insurance before the start of their market season.**

Sustainable Nantucket, through collaboration with the Indi Business Network has secured discounted insurance policy for vendors.

ACT: <https://app.actinsurance.com/events/7091>

Coverage Details: <https://www.actinsurance.com/coverage-details-annual>

ACT policies cover artists, crafters, and tradesmen.

Show Policies start at 3 days of coverage and can go up to 90 days of coverage.

Free and unlimited additional insureds.

FLIP: <https://app.flipprogram.com/events/7092>

Coverage Details: <https://www.flipprogram.com/coverage-details>

FLIP Policies cover food businesses.

Free and unlimited additional insureds.

Membership required before the purchase of a policy:

IBN: <https://app.indiebusinessinsurance.com/events/7093>

Coupon Codes:

\$20 Discount Coupon Code: SNFAM

\$5 Discount for 3-day policies: SNFAM5

DISPLAY AND SET UP/BREAKDOWN

SET-UP AND BREAKDOWN:

After 7:30am the street is CLOSED to market vendor traffic. If you'd like to drop off your market setup with your vehicle, please plan to arrive before 7:30. Park your vehicle along the curb, unload quickly, immediately move your car and then return for set-up. Likewise, for breakdown, fully pack up your display and product, then get your car, load quickly and remove your car. Once your display is broken down and packed away on the sidewalk, you may go get your car to load it. Your car should not be on the street unless you are actively loading or unloading your vehicle. We ask for everyone's patience AND compassion with each other. Please note, only the Market Manager or Market staff may move a police barricade.

Vendors are required to be on site NO LATER THAN 8:00 AM and MUST BE FULLY SET UP BY 8:30 AM in order to participate in that day's Market. Vendor fees are due prior to the start of the market. It is the responsibility of the vendor to pay the weekly fee before 8:30. A late fee of \$10 will be applied if the fee is not paid to the manager by 8:30. Arriving late is disruptive to the Market. If a vendor arrives after 8:30am, the vendor's original location may differ from the map sent out. If you are arriving late, check in with the market manager to see if your location has changed.

Vendors are **required** to stay for the entire Market day. Removing tables during the Market is disorderly, dangerous and changes the layout dynamic. Vendors are responsible for taking down their set-up, disposing of their own garbage, and leaving their spot trash-free, including the removal of your market tape, after 12:30pm.

VENDOR DISPLAY SPACE: Vendors supply their own tents, tables, chairs & other set-up materials. Sustainable Nantucket does not provide any materials for a vendor's display. The Market Manager will assign you a different space within the Market area each week. (Unless otherwise discussed) Please be expected to change locations throughout the market season. Please be prepared to make adjustments to your display space depending on where you are put on the map. **REMEMBER:** Please be flexible. The goal is to create a layout that is complementary to all vendors and to the Market as a whole. The Market is not obligated to provide water, shade or electricity to vendors.

BE UNIQUE: Your display and items must strive to be unique (ie. not the same as others). It benefits you and the Market as a whole when your products and your display (including tent, table and furniture) distinguish you.

MARKET SAFETY: The safety of Market customers, vendors and volunteers is the Market's highest priority. Set-ups must be windproof, to protect people from blow-overs on blustery days at the Market. All vendors who wish to erect tents or umbrellas are required to have them safely anchored to the ground, utilizing sandbags or other appropriate weights, from the time their shade is put up to the time it is taken down. Any vendor who fails to properly anchor his or her shade will be required to

deconstruct the umbrella or tent. If a vendor is unprepared to anchor their structure, demerits may be issued.

PLEASE NOTE~ Vendor locations will be randomly chosen each week. DEPENDING ON THE CIRCUMSTANCE, LOCATION CHANGES MAY BE MADE ON MARKET DAY, AT THE DISCRETION OF THE SNFAM Manager.

VENDOR ASSISTANCE AT THE MARKET:

Vendors might be asked to assist the market manager in the set up or break down of the overall Market. Assisting in setup and breakdown greatly helps the Market Manager, freeing the Manager to give more attention to vendors and other on-site needs. For a description of Standard Operating Procedures for setup/breakdown, please contact the Market Manager.

PRICING: The SNFAM is a retail market. Prices charged should be comparable to pricing in the community. Intentional undercutting will be considered an unfair practice and may result in expulsion from the Market upon review by the Market Manager and Sustainable Nantucket. It is of key importance that Market vendors have price points in all ranges, keep with the theme and values associated with the Market.

CANCELLATION POLICIES

VENDOR CANCELLATION WITHOUT PRIOR NOTICE:

If a vendor is unable to participate in a market they have committed to, vendors must notify the Market Manager by the Saturday prior. Vendors must give one week notice to cancel their participation in a market they have already committed to. If the market manager is notified of a cancellation after the deadline, the vendor will be charged their weekly table fee.

Catastrophic and emergency events will be considered on a case-by-case basis. To give advance cancellation notice: Please email the Market Manager at market@sustainablenantucket.org. Failure to give notice of cancellation will result in demerits.

EMERGENCY ONLY on MARKET DAY:

In case of emergency cancellation on Friday night or Saturday morning, please contact the Market Manager.

WEATHER CANCELLATION POLICY:

The SNFAM will be held if the satellite radar indicates only possible showers. If the radar indicates a likelihood of showers (60% chance of above), this is cause for cancellation. High winds, 25 mph or above or forecasted lightning are also cause for cancellation. It is the responsibility of the vendor to come prepared for possible inclement weather with towels, umbrellas, weights, and/or a tent. The

Market Manager will notify market vendors via email by 6:00am the morning of the market if the Market is delayed or canceled.

MARKET RULES / CODE OF CONDUCT

All members of SNFAM will behave towards Market customers, staff, volunteers, and each other in a professional manner that fosters a sense of Market community, camaraderie, and a spirit of cooperative involvement that promotes the Market as a whole to the Nantucket community.

1. Vendors are responsible for disposing of their trash and cleaning their surrounding area after breakdown. This includes picking up tape.
2. Vendors are responsible for their own booths, chairs, tables and sun/rain covers. Sustainable Nantucket does not provide tables or chairs.
3. Umbrellas and tents must be anchored and secured.
4. All vendors must display a sign at their table with their name and business.
5. All vendors must have prices displayed or easily accessible to shoppers.
6. Vendors are encouraged to give the elderly a 10% discount.
7. Who May Staff Your Table? **Artisan vendors** must be personally present at their booths in order to sell their items. Artisan vendors may only sell items made by themselves or a pre-approved collaboration with another vendor.
8. Market vendors are NOT permitted to use the restroom at the Sustainable Nantucket office. Public restrooms at the Visitor Center (25 Federal Street) and Town Pier (34 Washington Street) are open at 9:00AM.
<https://www.nantucket-ma.gov/DocumentCenter/View/6162/Public-Restrooms-Map?bidId>
9. Vendors may not smoke on Market grounds.
10. Vendors may not be under the influence of alcohol or drugs during Market hours, nor have alcohol or drugs on the Market premises.
11. Artisan Vendors may not have personal pets on the property with the exception of assistance animals.
12. No “flea market,” or “yard sale” items.
13. No live animals may be sold at the Market, unless approved by the review committee.
14. All vendors must wear shoes and shirts at the Market. A general neat appearance for all Market participants is expected.

15. There shall be no discrimination regarding race, color, creed, sex, religion, age or national origin.
16. No hawking, shouting, or loud barking.
17. No selling one's wares in an aggressive manner.
18. No political or religious campaigning.
19. No gruesome or grotesque images.
20. Vendors are expected, at all times, to behave in a courteous and professional manner both with the public and with their fellow vendors. Vendors are expected to be civil at all times. No bullying, slandering, yelling, harassing or other aggressive and/or intimidating behavior will be permitted. *Please remember that as a vendor, you are representing the market and the organization as a whole. A violation of this will result in a demerit, missing a market or immediate dismissal from the market, at the discretion of the Market Committee.*
21. The Market Advisory process includes a studio visit and interview FOR NEW APPLICANTS, and may take up to 3 weeks to complete.
22. If you have a grievance, please follow the procedure on page 14. Please allow 2-3 weeks for the Market Committee to review any issues.
23. If a grievance has been filed against you, you (and your employees/helpers) may not enter the booth of the vendor who lodged the grievance.
24. Sustainable Nantucket is not responsible for any tickets incurred while you are parked downtown during the duration of the market. We recommend either arranging to be dropped off and picked up; or to park your car in the Town public parking lot located on Washington Street. Please avoid parking on neighboring streets as we'd like to leave these spaces available for the public interested in visiting the market or other neighboring businesses downtown.
25. At the discretion of the Market Manager, demerits can be issued to vendors who violate **any** component of the handbook, including market rules and codes of conduct. Demerits will be tallied and taken into consideration during the application process of the following market season.

Grievance Policy

Resolution of Grievances

It is the policy of the Sustainable Nantucket Farmers & Artisans Market (SNFAM) that all staff, volunteers, vendors, and customers be treated in a fair and equitable manner and that vendors adhere to established policies and procedures. We also expect Market vendors to conduct themselves in ways that do not harm the SNFAM or the community. Sustainable Nantucket and the Farmers and Artisans Market Committee will not be responsible for deliberating any complaints respective to Intellectual Property, Copyright and Trademark Infringement disputes.

Steps for Grievance Resolution

In the event of a conflict, please observe the following steps in this order:

1. All Market vendors are encouraged to resolve difficulties **in private on a one-on-one basis outside of Market hours. Confrontations or discussions on matters of conflict at the Market are strictly forbidden.**
2. If the dispute continues, the Market Manager may facilitate and mediate a discussion
3. If the dispute continues beyond step #2, the grievance should be documented in writing using the Grievance Form. Written grievances must be lodged with the SNFAM Market Manager within one week of the occurrence.

Once A Grievance Form Is Submitted

Within 2 weeks of a grievance form submission, the Grievance Committee will hold a preliminary meeting to review. Subsequent meetings may follow if necessary. The involved parties may be asked to join a Grievance Committee meeting for the purpose of discussing + reaching a determination. The disposition shall be determined by a majority vote of the committee members and shall be communicated to the aggrieved party within two (2) weeks of submission of the written complaint.

The Market Manager is authorized to deny or restrict a vendor or vendor representative's access to the Market for failure to follow Market Policy and Procedures. During the grievance process, the violator must adhere to the original penalty with no right of restitution for any losses.

Penalties For a Validated Grievance Claim

- First offense: written notice.
- Second offense: loss of one Market day during high season.
- Third offense: dismissal from the Market for the remainder of the season.

Grievance Form

The Sustainable Nantucket Farmers and Artisans Market (SNFAM) is designed to support and strengthen our traditional industry of agriculture, to support the local economy and encourage entrepreneurs, and to help keep downtown vital and to enhance our experience of community. The mission of Sustainable Nantucket is to preserve the community character of Nantucket while sustaining its economic and environmental vitality. This Grievance Policy and Form were developed to ensure that vendors and products at the Market adhere to this mission and provide safe, quality products at fair and reasonable prices to shoppers.

The Market Manager has the right to restrict or deny any vendor from selling at the Market for failure to follow the Market guidelines and rules. Any problems, concerns or complaints that could not be resolved in private between the aggrieved parties outside of Market hours must be immediately directed to the Market Manager and filed within one week of occurrence. Grievances that cannot be resolved by the Market Manager will be reviewed and settled by the Market Committee.

If you feel that a vendor or any Market participant has acted in a way that compromises the Sustainable Nantucket Farmers & Artisans Market mission or violates the vendor guidelines and rules, please supply the following information: (A check for \$50.00 payable to Sustainable Nantucket must accompany this form.)

Your name: _____

Phone number: _____

E-mail address: _____

Name of the vendor in question: _____

Infraction(s) or violation(s): _____

Date of occurrence: ____/____/____

I have read the Sustainable Nantucket Farmers & Artisans Market Vendor Handbook and the grievance policy. I agree to all terms and conditions of the Sustainable Nantucket Farmers & Artisans Market. I hereby certify that the above information is truthful to the best of my ability.

Your signature: _____ Date: ____/____/____

*Date received: _____/_____/_____ Received by_____