



**BAY AREA ARTISAN MARKET AT TANGER**  
**APPLICATION & MARKET RULES**

Bay Area Artisan Market at Tanger (“BAAM-Tanger”) will be held 10:00 a.m. – 4:00 p.m., six (6) times a year, adjacent to the Bay Area Farmers Market at Tanger (“the farmers market”), in the parking lot of Tanger Outlets, located at 5885 Gulf Freeway, Texas City, TX 77591. The Vendor must handcraft its products; that is, **buying and reselling of products is not allowed**. We do not allow distributors and/or multi-level marketing companies at BAAM-Tanger.

Submission of this Application does not guarantee acceptance to BAAM-Tanger. Participation as a Vendor is subject to the approval of this Application by the BAAM-Tanger Market Manager. The Application must be thoroughly completed and signed by the Owner/Vendor to be considered by BAAM-Tanger. Please read the Market Rules set forth herein, thoroughly, before submitting the Application for approval.

**CONTACT INFORMATION**

Business Name: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Cell Phone Number(s): \_\_\_\_\_

Business Facebook Page?  Yes  No Other Social Media: \_\_\_\_\_

List the full names of anybody who may sell your products at BAAM-Tanger:

\_\_\_\_\_

Does BAAM-Tanger have your permission to use your information, pictures of your booth (and anyone in the booth), along with products on social media and/or its website, and other media and forms of promotion and advertising?

Yes  No

**INSURANCE REQUIRED**

BAAM-Tanger’s insurance carrier requires that the Vendor carry general liability and product liability insurance coverage for its business. BAAM-Tanger does not provide this coverage. Vendor is required to provide current Certificates of Insurance to BAAM-Tanger Management to participate in a BAAM-Tanger market. Vendor’s insurance policy shall be for \$1 million for products liability and \$2 million for general aggregate liability, and name the BAAM-Tanger entities and the Tanger Outlets’ entities as certificate holders and additional insureds. The entities must be listed on the Certificates of Insurance as follows:

Gulf Coast Farmers Market Management LLC  
dba Bay Area Artisan Market at Tanger  
c/o Pamela Sharp Beito, Market Manager  
5710 Cottonwood Street  
Pearland, TX 77584

And

Tanger Services, LLC  
Galveston Outlets, LLC  
Tanger Properties Limited Partnership  
Tanger Houston, LLC  
Tanger Management, LLC  
Tanger Services LLC  
5885 Gulf Freeway, Suite 630  
Texas City, TX 77591

**PRODUCTS**

It is imperative that all items be listed that you intend to sell at BAAM-Tanger, along with a detailed description of the items. **Vendors must not sell anything at BAAM-Tanger that has not been approved, in writing, by the Market Manager.** All items sold by the Vendor must be handcrafted/handmade by the Vendor, (i.e., no buying and reselling, no distributors, no multi-level marketing, etc.). Only items that receive Prior Written Approval from the BAAM-Tanger Manager, will be allowed to be sold by the Vendor. “Prior Written Approval” is limited to items that are listed on the approved Vendor’s Application.

**List and describe ALL Items You Would Like to sell at BAAM-Tanger (attach additional page if necessary):**



The Artisan Vendor booth fee is \$50 for a 10’X10’ booth space. Vendor will supply its own canopy, canopy weights (**see canopy weight requirement**), tables, table covering, and seating. Electricity is not available at BAAM-Tanger. The use of a generator by Vendor must be approved by the BAAM-Tanger Manager in advance. **If electricity is needed by Vendor, Vendor is required to advise the BAAM-Tanger Manager when submitting its Vendor Application.**

An invoice will be emailed to the Vendor via Square shortly after approval of the Vendor’s Application. The invoice should be paid upon receipt, but **must be paid** within a week of receipt by Vendor. If payment is not received by the payment deadline, Vendor’s scheduled market date will be forfeited, and another Vendor may be scheduled for that market. **NO REFUND WILL BE GIVEN** if the Vendor cancels less FIVE (5) DAYS prior to its scheduled market date.

Although the farmers market is typically held, rain or shine, year-round, except with inclement weather (sustained high winds, lightning, flooding, icy roads, etc.) more consideration will be given by the BAAM-Tanger Manager as to whether or not to cancel the market, delay the market, or close the market early, etc. However, the decision to cancel or delay the market is not likely to be made prior to 6 a.m. the day of the market. Vendor will be contacted by email and/or text if the market is cancelled or delayed the morning of the market. Therefore, it is imperative that the correct email and cell phone number be included in this Application. The safety of our vendors and customers is of the utmost importance. Personal safety, however, is ultimately each individual’s responsibility. In that regard, BAAM-Tanger encourages the Vendor to take responsibility for its own safety and the safety of its employees at all times.

If BAAM-Tanger is cancelled by the Manager for any reason (including for inclement weather) BAAM-Tanger will be rescheduled at the earliest opportunity. If Vendor is unable to participate in the rescheduled market, Vendor will be refunded its pre-paid booth fee.

BAAM-Tanger Manager will email the Vendor on Friday afternoon (prior to the market) with the location of the assigned booth space. Booth assignment will be determined by the BAAM-Tanger Manager, and will be done in the best interest of all vendors, customers, and BAAM-Tanger. It is important to read any and all emails from the BAAM-Tanger Manager, as the emails may contain information pertinent to the market for that specific date.

Vendor may arrive to set up any time after 7:30 a.m., but must arrive prior to 9:30 a.m. **Vendor must drive to its assigned booth space, unload, then park its vehicle in the parking lot.** Please note the directions vehicles must drive in and out of the market area on the layout sent to vendors on Friday before the market. Vendor **MUST NOT** set up its booth until its vehicle has been moved from the market area. BAAM-Tanger Manager expects all vendors to be considerate of other vendors and not cause them an unreasonable delay in unloading and setting up their booths. **ALL VEHICLES MUST BE OUT OF THE MARKET AREA NO LATER THAN 9:30 A.M.** If Vendor arrives at BAAM-Tanger after 9:30 a.m., it **MUST** be prepared to carry its equipment and product to its booth space.

**VENDOR MUST NOT PACK UP AND/OR BREAK DOWN UNTIL 4:00 p.m.,** unless given prior permission to do so, or at such a time that the BAAM-Tanger Manager closes the market. After the close of the market, Vendor may take down its booth, **THEN** bring its vehicle into the market area to load up. The BAAM-Tanger Manager expects all vendors to be considerate of other vendors and not cause them an unreasonable delay in loading at the end of the market. Everyone is ready to go home as soon as possible!

Canopy weights of **at least 35 lbs. per leg** are required each and every market at BAAM-Tanger, **NO EXCEPTIONS.** Vendor is responsible for supplying its own canopy weights. BAAM-Tanger will not have additional canopy weights available for vendors who arrive at the market without them. Regardless of how unfortunate it is for everyone, Vendor **WILL NOT BE ALLOWED TO SET UP** without the required canopy weights, and Vendor's booth fee will be forfeited. Canopy weights must be attached to the canopy as soon as the canopy is set up, and once the canopy weights are removed from the canopy, the canopy must be taken down. No canopy should be standing without the appropriate canopy weights attached. Bungee Cord is **NOT** acceptable for attaching weights to canopies. **THE BLACK DISK or PLATE WEIGHTS ARE NOT ALLOWED AT BAAM-Tanger AT ALL!!!**

If Vendor is unsure whether or not its canopy weights will comply with BAAM-Tanger's Market Rules, Vendor should contact the BAAM-Tanger Manager prior to participating in the market. It should be noted that in the absence of weights sold specifically for canopies, the double concrete cinder blocks, that can be purchased at Home Depot or Lowe's, are actually compliant with BAAM-Tanger's Market Rules, when one block is tied to the canopy frame at each canopy leg (4 blocks).

BAAM-Tanger prohibits discrimination on the basis of race, color, creed, national origin, age, disability, gender, marital status, familial status, religion, sexual orientation, veteran status, uniform service member status, socio-economic status, and any other protected class under federal, state, or local law. Inappropriate conduct may result in the expulsion of the Vendor from BAAM-Tanger.

BAAM-Tanger prohibits the following inappropriate conduct: sexual innuendoes, lewd remarks, threats, epithets, derogatory comments, visual depictions, unwelcome jokes, and teasing. Inappropriate conduct may result in the expulsion of the Vendor from BAAM-Tanger.

BAAM-Tanger prohibits **ALL** discrimination, harassment, and inappropriate conduct in **ANY** form including verbal, non-verbal, and physical unwanted acts, including, but not limited to, e-mail, voicemail, text messages, and messages via social media. Discrimination, harassment, and inappropriate conduct at BAAM-Tanger will not be tolerated. Any incidences of discrimination, harassment, or

inappropriate conduct should be reported to the BAAM-Tanger Manager. Inappropriate conduct may result in the expulsion of the Vendor from BAAM-Tanger.

Vendor must conduct itself in a courteous and professional manner at all times. Vendor is expected to treat customers, other BAAM-Tanger vendors, Tanger Outlets' management, Tanger Outlets' security, and BAAM-Tanger management and its staff respectfully and professionally. No loud or aggressive promotion is permitted. Radios or stereos will only be operated with BAAM-Tanger Manager's permission. Inappropriate conduct may result in the expulsion of the Vendor from BAAM-Tanger.

Smoking, the consumption of alcohol, and/or illegal drugs are strictly prohibited at BAAM-Tanger. Inappropriate conduct may result in the expulsion of the Vendor from BAAM-Tanger.

Vendor is prohibited from having pets in its booth, unless prior permission from BAAM-Tanger's Manager has been given.

Young children must be supervised at all times. Furthermore, if Vendor brings its young child to BAAM-Tanger, the child is required to stay at Vendor's assigned booth space with vendor/parent. If the child leaves Vendor's assigned booth space, the Vendor must accompany the young child. Therefore, it is not advisable for the Vendor to bring its young child to BAAM-Tanger, if the Vendor does not have someone to help with its booth. Too many things can happen to an unsupervised child at a busy market. Supervising the Vendor's young child also includes ensuring that the child is not interfering with other vendors' sales, products, and booth space, generally.

**INDEMNIFICATION**

Vendor shall indemnify, keep and save harmless Gulf Coast Farmers Market Management LLC dba Bay Area Artisan Market at Tanger, its officers, employees, representatives, agents, servants, volunteers, managers, assistant managers, and affiliates (the "Indemnified Parties") for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters") of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection with Vendor's participation in Bay Area Artisan Market at Tanger. Vendor's indemnification obligations shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that Vendor shall not be obligated to indemnify Gulf Coast Farmers Market Management LLC dba Bay Area Artisan Market at Tanger, for its sole negligence.

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I, my company, my employees and/or agents have read, understand, and agree to comply with the Bay Area Artisan Market at Tanger Application & Market Rules as set forth hereto. I understand that non-compliance of any rules set forth hereto in the Bay Area Artisan Market at Tanger Application & Market Rules may result in my suspension or expulsion, my company's suspension or expulsion, and my employees' and/or agents' suspension or expulsion from Bay Area Artisan Market at Tanger. My signature below indicates that I fully understand and agree to comply with ALL of the rules as set forth hereto in the Bay Area Artisan Market at Tanger Application & Market Rules.

\_\_\_\_\_  
Signature of Owner/Vendor or Representative  
with Authority to Sign Binding Contracts on  
Behalf of the Owner/Vendor

\_\_\_\_\_  
Printed Name of Owner/Vendor or  
Representative with Authority to Sign  
Binding Contracts on Behalf of the  
Owner/Vendor

Dated: \_\_\_\_\_