



# THE EXCHANGE

The City of Peabody along with MassDevelopment and critical support from the Northeast Arc have designed a project to help encourage shopping local at the holiday times, while simultaneously providing a brick & mortar location for general merchandise / gift shop type vendors to grow their businesses.

The Exchange was envisioned in a way to reduce barriers for small and growing businesses to expand their market and scale.

Learn how you can take your small business to the next level



## **THE EXCHANGE**

### **General Merchandise / Gift Shop Type Vendor Application**

#### **PROJECT VISION**

Six creative individuals and or small businesses will be chosen to participate in a six-week pop-up holiday market located within the Northeast Arc's Arc Works Community Art Center (22 Foster Street, Peabody, MA 01960). The Exchange will kick off November 24<sup>th</sup>, 2018 during the Peabody Main Streets Holiday Market and then transition to Arc Works and run until December 21<sup>st</sup>. The Exchange will provide participants the opportunity to operate in a physical location for six weeks, and the ability to take their business and crafts to the next level.

With help from Northeast Arc, the Exchange provides the ability for chosen vendors to operate and maintain a permanent section within the market for its entirety, but not commit the employee hours and capital to continuously running the market, reducing costs and time issues for vendors. The Exchange was dreamed up as an economic and community development driven project, seeking to promote shopping local and small during the holidays. The City of Peabody will serve as the market organizer and promoter while *Northeast Arc* will provide indoor space for each vendor chosen to retail its art, wares, and, goods and, also promote the endeavor.

#### **WHO WE ARE LOOKING FOR**

Experienced creative businesses and/or individuals that create and produce original wares or products and have participated in a craft fair or market before and are looking to expand their business. Vendors we are searching for, but not limiting to:

- Vintage goods
- Collectibles
- Records
- Candlemakers
- Soap makers
- Woven crafts
- Wood crafts
- Original knitted items
- Original sewn items
- Designers or Graphic artists, specifically Northshore/Peabody themed items
- Other items that market administrators feel are relevant to our visitors.

## **APPLICATION GUIDELINES AND DEADLINE**

To apply please complete the attached application and vendor agreement and return by Friday, November 9<sup>th</sup>, 10:00am to:

**Andrew Levin  
Peabody City Hall  
24 Lowell Street  
Peabody, MA 01960**

## **ELIGIBILITY**

The project is open to all artists that abide by the project guidelines and meet the project criteria. All Vendors must be 21+.

## **SELECTION PROCESS**

Submissions will be reviewed by the pop-up market administrators, and once the vendors are chosen, they will be notified by email or phone.

## **VENDOR CRITERIA**

The following criteria should be met by perspective vendors:

- Vendor's products and wares must have a sustainable shelf life.
- Products and wares must be original, "knock-off" or "faux" items will not be allowed; items that are the subject of copyrights, licensing restrictions, trademarks or branding that are unlawfully offered for sale by a vendor shall be grounds for removal from the market.
- Applicants must be available to keep a vendor station open and visually attractive and well stocked for the entirety of the market.
- Preference will be shown to vendors with previous experience operating a table at a craft's fair or market and are in good reputation within the crafts scene.
- Vendors should be able to provide the materials needed to create an inviting station. (ie; branding, shelving, display, etc.)

## **VENDOR GUIDELINES**

Vendors must be able to abide by the following guidelines and rules if chosen:

- Applicants must be able to market themselves via social media or through their web presence.
- Applicants are REQUIRED to be able to maintain their station for the entirety of the popup.
- Applicants must keep their stations fresh and up to date.
- Applicants are REQUIRED to provide a copy of their General Liability Insurance Coverage and their EIN number.
- Applicants are subject to compliance with all the terms and conditions set forth in this document and the General Merchandise / Gift Shop Type Vendor Agreement both of which must signed, and submitted by a prospective pop up shop operator at the market.

## VENDOR APPLICATION

Thank you for your interest in the Exchange Pop-up Holiday market. Please print clearly.

Vendor/Business Name \_\_\_\_\_

Main Contact:

- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
  - \_\_\_\_\_
- Phone: \_\_\_\_\_
- Website: \_\_\_\_\_
- Social Media: \_\_\_\_\_
  - \_\_\_\_\_
- Email Address: \_\_\_\_\_

Have you participated in a crafts fair/market before: \_\_\_\_ YES \_\_\_\_ NO

Products/Wares Description (Photos of products and wares are required and must be submitted with the application.)

Description of how you plan to keep your station up to date, visually attractive, and well stocked during the entirety of the pop-up market. Photos of previous booth set ups and branding must be included with the application.

Briefly describe how you plan to market your business outside of the market and draw in perspective customers.

Submissions are due by 10:00aM November 9<sup>th</sup>. Please return the application and attachments to:

Andrew Levin  
Peabody City Hall  
24 Lowell Street  
Peabody, MA 01960  
andrew.levin@peabody-ma.gov

## General Merchandise / Gift Shop Type VENDOR AGREEMENT

By submitting the Application form to the City of Peabody ("City") for the Exchange Market ("Project"), and by operating a **General Merchandise / Gift Shop Type** vendor station, a permitted use, subject to the requirement herein all within the meaning of the Zoning Ordinance of the City of Peabody, as most recently amended and specifically applicable to 22 Foster Street a retail / industrial / commercial style building located in a Business Central District,

\_\_\_\_\_ ("Applicant") agrees to the following terms and conditions outlined in this Agreement:

**QUALIFIED ENTRIES** A Proposal will be ineligible for where the prospective vendor's inventory of art, goods or wares involve any one or more of the following disqualifying reasons or conditions:

If same contains:

- "Faux" or "knock-off" art, goods or wares. Items that are the subject of copyrights, licensing restrictions, trademarks or branding that are unlawfully offered for sale by a vendor shall be grounds for removal from the market.
- Vendors that cannot commit to maintaining their station for the entirety of the pop-up market or Project, as determined by the City.
- Anything whose content constitutes obscenity pursuant to the stator and case law of Massachusetts or defamatory.

The applicant acknowledges that:

- The market administrators have the right to remove them, at any time, for any one or more of the reasons as stated above, and /or for abridging the permission to use the premises of Northeast Arc in a profession, clean, visitor friendly and responsible manner.

**PRODUCTS MUST BE ORIGINAL** By signing this agreement the vendor represents that each item or art, ware or goods product is wholly original and does not infringe upon any patent, copyright, trademark, trade name, license or other proprietary right of any person, organization or entity.

### RELEASE OF CLAIMS

In exchange for City's permitting application to participate in the Project, the Applicant a) releases, discharges, and holds harmless, b) will not make a direct claim or one for contribution against or sue, and c) waives a right of recovery against the City and Northeast Arc and their representatives, agents, employees, officers and assigns for any circumstances, events, or occurrences arising out of the Applicant's participating in the Project resulting in the personal injury or property damage to vendor, its agents, employees officers and assigns or to third parties prosecuting such a claim against it.

### INDEMNIFICATION

Applicant indemnifies, defends, and holds harmless the City and its representatives from and against all claims, demands, lawsuits, causes of action, proceedings, losses, damages, costs, fees and expenses

arising out of:

- An act, error, or omission of Applicant in its participation in the Project; and / or
- The vendors infringement on a patent, copyright, trademark, trade name, or other proprietary right of a third party.

In the event that the above-stated release and indemnification is invalidated then the parties acknowledge that the protections afforded to the City pursuant to GL c 258 and GL c 81, §§15, 17 & 18 are in full force and effect.

**MATERIALS**

- Vendors must provide their own materials.

**VENDOR RESPONSIBILITIES**

- All vendors must be able to maintain and keep their station visually attractive throughout the entirety of the market (11/24-12/21)

Vendor must obtain clearance by the Building Commissioner that its proposed operation qualifies as a permitted use by right as set forth in the applicable provisions of the City’s Zoning Ordinance, as cited *supra*.

Vendor must tender a Certificate of Insurance from it General Liability or Commercial Business Insurance Policy naming both the City of Peabody and Northshore Heritage Associates as additional insureds and holders.

**AUTHORITY TO PERFORM AGREEMENT**

Applicant represents that Applicant

- a) has read this agreement and fully understands its contents, and
- b) has the full power to:

- Enter and perform this Agreement; and
- Make the grant of rights stated in this Agreement.

By signing this “Agreement” I understand that I am not an employee of the City of Peabody in any capacity. The vendors is/are considered an independent contractor(s).

**APPLICANT’S SIGNATURE:**

\_\_\_\_\_ By my signature below, I certify that I am twenty-one (21) years of age or older.

\_\_\_\_\_  
Dated Participant’s Signature

\_\_\_\_\_  
Home Address City /State/ Zip Code Contact telephone number