

# Mistletoe Market Vendor Manual

The Mainstreet Shelbyville Mistletoe Market is an annual holiday market with local artisans and producers selling locally-made or locally-produced goods. The market is operated by Mainstreet Shelbyville Inc, 501(c)3, and is held in conjunction with the community holiday parade.

The 2024 Mistletoe Market will be on **Friday, Dec. 6, 2024**, from **5 to 8 p.m.**, along E. Washington Street, Shelbyville, IN 46176 in the Public Square.

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## VENDOR APPLICATION

All prospective vendors must complete the application to be considered for approval for the Mistletoe Market. **Applications can be completed [here](#) and are due Nov. 10, 2024.**

The Mistletoe Market has a limited number of spaces available, and priority is given to local vendors. Product quality and presentation will be considered during the selection process. Applicants will be notified whether or not their application has been approved by **Nov. 15, 2024.**

Any questions regarding the market should be sent to Mainstreet Shelbyville Event Coordinator, Lillian Gant, at [mainstreetshelbyvillevents@gmail.com](mailto:mainstreetshelbyvillevents@gmail.com) or (317) 642-8098.

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## VENDOR FEES, SPACE, AND EQUIPMENT

- **Approved vendors must pay a non-refundable \$30 fee to participate in the market.** Payment can be made online via [PayPal](#), or by mailing a check to Mainstreet Shelbyville at 18 N. Harrison St., Shelbyville, IN 46176.
- Each vendor space is approximately 15 feet wide by 18 feet deep. Vendors may purchase an additional booth space for an additional \$30. Spaces will be assigned by Mainstreet Shelbyville staff based on the order in which applications are received.
  - Vendors are required to maintain clear walkways/pass-throughs for market attendees. Vendors must keep their space clean and free from all damage. The physical property should not be altered in any way. Vendors are responsible for removing their trash. Fees may be assessed for non-compliance.
  - Vendors are responsible for loading, unloading, and setting up all of their equipment including tables, change bags, scales, trash cans, tents, and display arrangements. **Tents must be in good repair, sufficiently weighted down, and free from logos unrelated to the vendor's business.**

## VENDOR TERMS

- Vendors are solely responsible for any claims, injuries, or damages resulting from their sale of unsound or unsafe goods and/or their participation in the market, and are encouraged to carry liability insurance.
- Vendors must comply with all applicable laws, regulations, and ordinances on their products. Vendors must have all necessary licenses, permits, and inspections before selling their products and must display those permits as required.
- Vendors are responsible for ensuring their workers follow all market rules and regulations, including where to park.
- Children accompanying vendors must be under adult supervision at all times.
- Vendors are not permitted to smoke in the market area.
- Vendors are expected to treat customers, fellow vendors, staff, and volunteers of Shelbyville Mainstreet, and all others with respect at all times.
- Vendors are responsible for collecting all applicable sales tax per state and local laws.

## DAY OF EVENT EXPECTATIONS

- Vendor setup will be open from 2:30 to 4 p.m. along the E. Washington St. side of the Public Square. Please arrive at E. Washington St. from the intersection of E. Washington St. and Pike St., rather than from Harrison St. before 4 p.m.
  - Vendors will be waved into the area by market staff. Vendors should find their space, unload their items, remove their vehicles from the area via Harrison St., and walk back to set up their booths.
  - Vendor booths should be fully set up and ready for business by 5 p.m.
  - Vendors should plan to remain in their spaces until the market closes at 8 p.m.
  - At the close of the market, vendors should pack up their booths before retrieving their vehicles. Vendors can enter the market area via E. Washington St. (just like setup), then exit the area via Harrison St.
  - Vendors must have all items and vehicles removed from the market by 9:30 p.m.
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## GOODS PERMITTED TO BE SOLD

All items sold at the Mistletoe Market are subject to approval by Mainstreet Shelbyville. Items sold should be tangible and, in some way, created, designed, or made by the vendor. Wholesale or resale items, memberships, delivery services, and subscriptions are not permitted.

- The Shelby County Health Department and Mainstreet Shelbyville have the authority to ask for items to be removed from the market.
- Sampling products must be done per federal, state, and local rules and regulations and from within the vendor's space.
- Vendors selling products by weight must have certified scales with up-to-date inspection stickers.



## ARTS AND CRAFTS

Items should be original, high-quality, and designed and executed by the vendor. Commercially manufactured items or objects produced from kits are ineligible. Prospective vendors should attach photos of their work to their application that show the range and quality of their products.

## FOOD - NOT FOR IMMEDIATE CONSUMPTION

Subject to applicable federal, state, and local laws, regulations, and guidelines, the following goods may be sold at the Mistletoe Market:

- Fresh fruits and vegetables
- Dried and fresh herbs and spices
- Honey
- Eggs
- Popcorn/kettle corn
- Flour and ground grains
- Dried and fresh meats
- Cheeses

## EGGS

Vendors interested in selling eggs must obtain a license from the [Indiana State Egg Board](#) and a temporary food handler license from the county health department.

## MEATS

Vendors must obtain a temporary food handler license from the county health department. Meat products must be processed from an establishment inspected by the Indiana Board of Animal Health or the United States Department of Agriculture, be appropriately labeled on each meat product sold, and be kept frozen at all times.

## PROCESSED FOOD

Items must be created or prepared in a facility per Indiana law, sold in prepackaged form, and be the original product of the vendor. Vendors are required to verify if items were created or prepared in a commercial kitchen. Processed items that are permitted include:

- Jellies, jams, and preserves
- Dried vegetables and fruits
- Cider or other pressed juices
- Ice cream
- Vinegar
- Baked goods
- Candy

All vendors selling processed foods must have their Board of Health licenses available at their stands at all times. These food items must be labeled with:

- Name of product
- Location of preparation
- Description of contents
- Net weight or units
- Date the product was prepared



## HOME-BASED VENDORS

Items created or processed by a [Home-Based Vendor](#) (HBV) are sellable under Indiana law. HBV products must contain a label with the following warning: “This product is home-produced and processed and the production area has not been inspected by the State Department of Health” in at least 10-point type and include the following:

- Name of product
- Location of preparation
- Description of contents
- Net weight or units
- Price
- Date the product was prepared

## PET FOOD

Vendors interested in making and selling pet treats and food must obtain an [Indiana Commercial Feed License](#) from the Office of Indiana State Chemist and Seed Commissioner. Licenses must be obtained and displayed, and all applicable rules must be followed.

## FOOD CONCESSIONS - FOR IMMEDIATE CONSUMPTION

Vendors must make food items themselves and should include a menu in their application. Wholesale, resale, or prepackaged foods are not permitted. The appropriate health department and fire permits must be obtained, and all rules must be followed. Vendors must have a working ABC fire extinguisher and a trash can for customers. Ground covering must be provided to protect the space from spills, residue, or damage.

## BEER AND WINE

Beer and wine products that are made by the vendor may be sold and sampled per state law. It must be made and packaged per all state and federal laws. Vendors must have proper permits on display.

## PLANTS, PRODUCE, AND CUT FLOWERS

All plants, produce, and cut flowers must be grown in Indiana. Vendors are expected to grow at least half of what they sell and each plant must be cultivated by the vendor from seed or plug for a minimum of six weeks. Vendors may sell goods grown by another Indiana farmer if acquired directly from that farmer.

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## WEATHER AND CANCELLATION POLICY

Mainstreet Shelbyville prioritizes the safety of vendors, customers, and volunteers. In the event of a weather cancellation, vendors will receive an email notification as soon as possible.

- Vendors must ensure that adequate weights are always attached to their canopy, especially in severe weather. If winds are extreme, vendors may be directed to take tents down to ensure the safety of fellow vendors and customers.



Mainstreet Shelbyville is not responsible for any losses or expenses incurred due to a market cancellation or other emergency. No refunds will be provided.

## LIABILITY RELEASE

Vendor agrees to protect, indemnify, defend, save, and hold harmless Mainstreet Shelbyville Inc., and the City of Shelbyville, its agents, servants, employees, and/or representatives, against and from any and all claims, loss(es), cost(s) damages and/or expenses of any kind or nature arising out of or from any act, accident or occurrence in or at Vendor's space(s) and/or booth(s) and/or elsewhere on facility property and/or grounds, or from the sale of goods and/or services by Vendor and/or Vendor's agents, servants, employees and/or representatives, or from any act or omission of Vendor, Vendor's agents, servants, employees and/or representatives and/or invitees.

All personal property, inventory, equipment, and/or other items belonging to Vendor and/or Vendor's agents, servants, employees, and/or representatives, shall be there at Vendor's sole risk, and neither Mainstreet Shelbyville Inc., nor the City of Shelbyville, their agents, servants, employees, and/or representatives, shall be liable for any loss, theft and/or damage of any kind sustained by Vendor and/or Vendor's agents, servants, employees, and/or representatives, provided such loss, theft, and/or damage is not the direct and proximate result of intentional or grossly negligent acts or omissions of Mainstreet Shelbyville Inc. its agents, servants, employees and/or representatives.

Vendor agrees to abide by and at all times be subject to terms and conditions herein, including those terms respecting the submission and/or refunding of deposits together with all rules and regulations set forth by Mainstreet Shelbyville Inc., the receipt of which Vendor expressly acknowledges, and which are expressly incorporated herein by reference. Failure to abide by any term or condition herein and/or any rule or regulation, or any misrepresentation by Vendor of the merchandise described and/or displayed, may subject Vendor to the immediate termination, removal of exhibit (at Vendor's sole expense) and/or cancellation of any and all present and/or future market reservations, together with the loss of any and/all market fee(s) and/or deposit(s) paid to the Mainstreet Shelbyville Inc. Execution of the within agreement and/or remittance of deposit(s)/fee(s) does not guarantee Vendor a reservation(s) in any market.

Exhibitors shall be selected by Mainstreet Shelbyville Inc. and/or its representative(s) at its discretion and/or upon the approval of the space. In addition to the foregoing, Mainstreet Shelbyville Inc. expressly reserves the right to cancel Vendor from any confirmed market should it be determined in the sole discretion of Mainstreet Shelbyville Inc. which discretion shall not be unreasonably exercised, that Vendor has engaged in any activity which reflects poorly upon Mainstreet Shelbyville Inc. and the City of Shelbyville. If for some reason beyond the control of Mainstreet Shelbyville Inc., it becomes impossible to hold any scheduled market in which entry fees and/or deposits have been remitted by Vendor, all sums will be refunded without liability to Vendor. However, if severe weather conditions cause the closing of any market, no refunds and/or rain dates shall be due to Vendors. Vendor alone is responsible for all taxes and/or permits in connection with sales made, as well as comprehensive and liability insurance. Vendor alone is responsible for compliance with all local, state, and/or federal laws respecting his/her/its exhibition, participation, and/or Sales.

This agreement is entered into and shall be governed by the laws of the State of Indiana and Vendor expressly agrees that any and all claims, actions, and/or proceedings with respect to this agreement shall be brought in the Courts of Shelby County, Indiana to which Vendor submits to the exclusive jurisdiction.

Failure to comply with these written rules and regulations will result in Mainstreet Shelbyville Inc. asking Vendor to make a change to comply with the rules and procedures and/or asking Vendor to leave the Market.

