



THE BARKLEY MARKET RULES & REGULATIONS

The Barkley Market is Bellingham's only weekday lunch market offering 4-5 food trucks, live music from local musicians, craft and produce vendors from 11-2 pm each Thursday from July 11th – August 29th.

The following are the rules and regulations for The Barkley Market. Please read each item before submitting an application to participate.

1. **Hours and Days of Operation:** 2024 season holds eight Market days every Thursday from July 11th – August 29th. Market hours are 11-2pm. All vendors must be open 11:00-2:00.
2. **Application:** All vendors will be required to complete, sign and submit an application to the info@barkleyvillage.com on or before 3/15/2024. The application is enclosed. Please fill it out, print it and email it to events@talbotgroup.com or drop it in the mail or in person at:

The Barkley Market
Attn: Market Manager
2219 Rimland Drive, Suite 115
Bellingham, WA 98226

3. **Selection of Vendors:** All vendors at The Barkley Market must create, grow, or produce the products they sell locally. Resellers are not allowed at this time. All applications will be viewed on quality and value and contribution to the market. Vendors must be present each week they commit to. All items available for sale at The Barkley Market will be subject to inspection and approval by the Market Manager and must comply with all applicable city, county, and state laws that govern the product type.
4. **Fees and Stalls:** Each stall is 10'x10' and will be assigned by the Market Manager based on the commitment/frequency of attendance. For the 2024 Barkley Market there is no fee to have a stall and no commission on goods sold. Each participant is required to bring their own 10'x10' **WHITE tent** with weights or sandbags to secure it safely. Vendors can bring umbrellas or other shade devices with prior approval by the Market Managers provided they are safe and secure in high winds.
5. **Unloading and Loading:** Please see the enclosed Market Map for the designed load/unload area. All vendors are required to use this area for their load/unload regardless of location within the market. Unloading and setup is from 9:00-11:00 am with all vendor vehicles removed from the load/unload area by 11:00 am. All vendors are required to be set up and ready to sell no later than 11:00 am. Please remove vehicle immediately after unloading and park it in the



designated area identified on the enclosed Market Map. Vendors are required to remain open the entire length of the market unless they have sold out and departure is approved by the Market Manager. Vehicles are not permitted in the market area for unloading at 11:00 am and all vendors and vehicles must be completely removed by 3:00 pm.

6. **Products to be sold:** The Barkley Market encourages a wide variety of vendors who sell using ethical business practices. All prices must be displayed in a manner that is easily read by customers.
7. **Clean-up:** Vendors are responsible for cleaning up all trash and waste within and around their allotted space. Garbage and recycling is available on The Barkley Market site, but if you are a food vendor, please bring your own garbage can for your customers.
8. **Taxes, Licenses, inspections, Cottage Food laws:** All vendors are required to secure proper licenses and inspections for their products. Vendor is responsible for collecting and reporting sales tax as required by the State of Washington. Vendor is responsible for following all State of Washington rules and regulations regarding the sale of the products, and ensuring the products are safe and of high quality.
9. **Smoking/Drugs/Alcohol:** No alcohol, drugs, or smoking/vaping is permitted in or around The Barkley Market area.
10. **Vendor Relations**

It is the Market's policy to foster good relations between Vendors and Customers. The Market Manager or Representative of The Barkley Market has the right to remove any Vendor whose conduct is disruptive or harmful to the integrity of the market customers, staff and other vendors. Disruptive or harmful behavior may be described as but is not limited to:

- An act of assault, harassment or intimidation; including angry yelling, hawking
- Use of abusive language
- Fighting
- Discriminatory or hate-crime behavior
- Acting in an unprofessional manner
- Negatively affecting the market atmosphere or reputation
- Misrepresentation of products sold
- Repetitive no-show attendance

11. **Attendance:** All vendors are required to be present at least 6 of the 8 Market Days unless otherwise noted. If a vendor cannot attend the Market on a day they're scheduled, the Market Manager must be notified at least 48 hours in advance by email at events@talbotgroup.com.
12. **Weather Policy:** In case of severe weather, the Market Manager will email all vendors of any cancellations.
13. **Health Standards:** The Market provides the following for public use: ADA bathrooms, trash/recycling receptacles, potable water, and electricity. Only vendors who have valid



permits, required documentation, and are in compliance with all applicable city and state laws and regulations may sell or sample at the market.

14. **Insurance:** All vendors are required to provide a current Certificate of Insurance for general liability and product insurance.
15. **Liability and indemnity:** As a condition of this Agreement, Vendor shall indemnify, defend, and hold Talbot Real Estate L.L.C., Talbot Services, LLC, their employees, agents, invitees, or officials harmless from and against liability, claims, demands, whether public or private, arising out of or in connection with any act, omission or misconduct by their, its employees, vendors, attendees or its agents. Any claim arising in connection with any activity done by, or on behalf of The Barkley Market, Talbot Real Estate L.L.C., Talbot Services, LLC, their employees, agents, invitees, or officials are hereby released from any responsibility or liability for loss or damage of merchandise while it is stored on site at The Barkley Market. These provisions shall survive the expiration of this Agreement.
16. **Agreeing to the Rules and Regulations:** The Vendor's signature on the enclosed application verifies that they have read, understood, and agreed to all of the 2023 Barkley Market rules and regulations. Please direct any questions to events@talbotgroup.com or:

The Barkley Market
Attn: Market Manager
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17. **Our Policy:** It is the policy of this organization to provide equal opportunities to be a vendor at The Barkley Market without regard to race, color, religion, national origin, gender, sexual preference, age or disability.



The Barkley Market Vendor Application

Vendor/Business Entity: _____ Business Name: _____

Business UBI #: _____ Primary Contact Name: _____

Business Physical Address: _____, _____, WA _____

Business Mailing Address (if different): _____, _____, WA _____

Business Phone: (____) _____ - _____ Cell Phone: (____) _____ - _____

Email: _____ Website: _____

Facebook: _____ Instagram: _____

Which category best describes your product offering:

Farm/Produce Craft/Handmade Prepared Food Other: _____

Please provide a brief description of the products you intend to sell and a sampling of the average price point if possible: _____

Yes I need electricity (limited power is available to non-food vendors, please tell us what you'll be plugging in and the total watts/volts required: _____)

What is the minimum gross sales you require to continue as a vendor each day of The Barkley Market? \$ _____

The Barkley Market is held each Thursday from July 1st through August 26th. Each Vendor is required to attend at least 7 of the 9 market days. Please check each date that you can attend:

July 6th July 13th July 20th July 27th
 August 3rd August 10th August 17th August 24th August 31st

I (we), the undersigned, have read the Rules and Regulations of The Barkley Market and agree to abide by all rules and regulations.

I (we) understand that failure to comply with the rules and regulations could mean dismissal from the market at the sole discretion of the Market Manager.

As a vendor wishing to participate in The Barkley Market, I (we) agree to save, hold harmless and indemnify Talbot Real Estate, L.L.C., Talbot Services, LLC and Barkley Company from any and all liability or responsibility pertaining to any damages to person or property on the site assigned to me (us) by The Barkley Market, when such damages or liability arise out of acts of my (our) own, or of my (our) employees or associates, located at such site.

Signature: _____ Date _____

Printed Name: _____ Title: _____

The Barkley Market Site Map

The Barkley Market – 2219 Rimland Drive Suite 115 – Bellingham, WA 98226

info@barkleyvillage.com – (360) 671-6450



Site Map Sample

