



## **APPLICATION INFORMATION**

Procedure to become an approved seller at Irving Village:

1. Read the rules.
2. Fill out the application form.
3. Return the completed form along with photocopies of appropriate permits and licenses to: Irving Village Market/ Corner Postal Center, 9421 Coors Blvd NW, Albuquerque, NM 87114 or in person at the Market office at 4349 Irving Blvd NW.
5. You will be notified of approval.
6. If your application is approved, you should contact the Market Manager to arrange to sell at Irving Village.

## **INDEX:**

**RESERVATIONS**

**GENERAL MARKET INFORMATION**

**GENERAL RULES FOR ALL SELLERS**

**LIABILITY, ACCOUNTABILITY AND LEGAL RESPONSIBILITIES**

**RULES FOR ARTISANS AT THE VILLAGE**

**RENTAL RATES**

**VENDOR APPLICATION**

**RESERVATIONS:** Advance space reservations are encouraged for all Irving Village markets.

**GENERAL MARKET INFORMATION:**

**HOURS AND LOCATION:** Irving Village is open year-round, rain or shine.

Market Location: 4349 Irving Blvd NW, Albuquerque, NM 87114

Market Hours: Saturdays: 9am- 3pm (vendor set-up 8am), Sundays 9am-3pm

Special Events to be announced.

**GENERAL RULES FOR ALL SELLERS**

1. Only approved sellers may sell at the Market. A family member or employee may sell for an approved Seller. A family member or employee of an approved seller may sell for another seller.
2. Resale is permitted by nonprofit organizations - so long as the resale of items is related to or in support of their organization for fundraising purposes. All resale items sold by the nonprofit organizations at Irving Village must be approved by the Market Manager prior to sale.
3. Pre-packaged items sold by weight must be labeled with the net weight and name.
4. All vendors are encouraged to deploy an awning or umbrella to shade you from the sun. If you do not own such a device, they are available to rent from Irving Village.
5. The City of Albuquerque's Fire Marshall requires that all portable awnings must have weighted tie-downs of 25 pounds at each corner to anchor the awning and protect vendors and customers from injury in the event of high winds or other inclement weather.
6. The vendor is solely responsible for his/her merchandise, property and business transactions. Merchandise left unattended is done so entirely at the owner's risk. Vendors are responsible for their own behavior and the behavior of other assignees that represent the vendor. Vendors must maintain your space in a manner that protects the safety of the public and surroundings and leave your space clean at the end of the day.
7. Irving Village reserves the right to restrict the sale, display or distribution of any printed materials, photographs, books, paraphernalia or other representations to maintain a proper moral, wholesome environment. Prohibited items include but are not limited to: Ammunition or explosive devices, alcohol, smoking devices or tobacco products, illegal drugs or drug paraphernalia, pornography or adult language displayed or advertised, violent pictures or language used to demean or incite, illegal knives, swords or weapons (determined by local law enforcement officers. (See Restrictions section below for more.)

8. Spaces may not be used for games of skill, lotteries, raffles, palm readings, auctions or for any purpose which is carnival-related.
9. The sale or exhibit of animals is prohibited – except as allowed for non-profit organizations involved in pet adoption.
10. No explosive devices or devices with offensive odors, i.e. stink bombs, smoke bombs, snaps, etc. are allowed at Irving Village.
11. Canned drinks, bottled water and packaged snack foods may only be sold by approved food truck vendors and Irving Village.
12. Advertisements may be posted at designated locations only.

### **Food Concessions**

1. The sale of any food item requires management consent.
2. Food concessions are allowed in designated areas only.
3. All food items for immediate consumption (including bottled water and canned drinks) may only be sold from an approved food truck vendor or by Irving Village.
4. Giving bottled water, other drinks or food for donations is not allowed.
5. All food truck concessions must meet the State of New Mexico and City of Albuquerque Health Department standards and be able to provide appropriate certifications to Irving Village.

### **Payments**

1. Accepted forms of payment are: cash, cashier's check, money order or credit card. Staff will begin accepting cash and credit/debit payment for Walk-In Vendors the day of the event, at the Irving Village Office at the Vendor Entrance to the Market.

NO change is available at the Irving Village Office. All vendors are responsible for their own money/change for sales. ATMs are located within walking distance of Irving Village at US Eagle Credit Union and \_\_\_\_\_

2. Advance payments may be mailed to: **Irving Village, / Corner Postal Center, 9421 Coors Blvd NW, Albuquerque, NM 87114**
3. Irving Village will not cash checks or accept two-party checks.
4. There is a \$30 charge on all returned checks.
5. There will be no payment refunds, credits or transfers.

## **Receipts/Passes**

1. Vendors receive up to two Vendor Passes per open air space for each market. The pass must be visible at all times in any vehicle entering or parked in designated spots.
2. Upon request, vendors selling large or heavy merchandise will receive Gate Pass Requests. Vendors are responsible for completing these requests and issuing them to their customers. Customers must present the request at the gate. If completed correctly, the gate attendant will give the customer a Gate Pass which is for **thirty minutes maximum**.
3. Customers may drive directly to the vendor's booth, pick up their merchandise, and exit through the same gate to turn in their passes.

## **Set-Up**

1. Management designates selling areas (spaces) and each vendor shall conduct business only within the confines of his/her spot(s) and during designated market dates.
2. Vendors may bring tables, canopies and displays, or they may rent from Irving Village.
3. No permanent structure or construction is allowed.
4. Set-up for each market will begin an hour before the market opens to the public.
- 5.. Hay is a fire hazard and may not be used as ground cover.

## **Traffic & Parking**

1. Vehicles parked on a lot not assigned to the individual will be towed and/or ticketed at the owner's expense (Parking ticket minimum \$87.00)
2. There is a 5-mph speed limit throughout the market.
3. Vendor passes are required (visibly posted) in every vehicle at the market.
4. Only Irving Village owned and operated golf carts are allowed.
5. Only motorized scooters manufactured specifically for the handicapped and of the type approved by management are allowed. Must be 18 years of age with a valid driver's license or have proof of handicap to operate a handicap scooter. Only one person per scooter allowed.
6. Scooters cannot be modified to be used by multiple passengers.
7. No ATV's, motorcycles, bicycles, roller blades, skates, skateboards, scooters, or other motorized vehicles or wheeled devices are allowed on the grounds.

8. All vehicles unloading or loading must stay on the pavement. Vehicles NOT allowed on ground during event hours. Break-down must NOT occur until after 3:00 p.m. on Saturday and Sunday or other day of the event.

Final trash pick-up is between 3p.m. – 4 p.m. on Sunday. If items or trash are found after final pick-up a fee may be charged.

9. All vendors will park, free of charge, in the designated Vendor Parking areas, as assigned.

### **Subleasing, Selling Spaces, Space Transfers**

1. The sale, assignment, sublease or offer to sell, assign or sublease spaces is prohibited.
2. Identification and receipts will be checked periodically.
3. Spots may not be transferred without management consent.
4. Personal addresses may be changed with proper ID.
5. Irving Village management reserves the right to relocate a vendor.

### **Trash**

All vendors are responsible for their own trash, including packing trash, and keeping their area clean.

### **Restrictions**

1. Photographing merchandise is prohibited without owner's consent.
2. No concealed weapons, drugs, alcohol, loud music, amplifiers, hawking or vulgar language are allowed in individual spaces. A permit is required for after hour events. Applications are available from the Market Manager.
3. Only domesticated animals are allowed and must always be on a leash and tagged with appropriate identification/vaccinations and attended at all times. Owners are fully responsible for their pet's actions and must clean up after their pets. Irving Village shall in no way be held responsible for the actions of any pet brought onto the grounds. Non-compliance may result in a citation issued, loss of privileges to attend the event and immediate removal from the grounds during the event. Vendors are not allowed to bring pets.
4. In accordance with State law, wastewater of any type may not be discharged into, or flow into, a public place, gutter, street, creek, etc.
5. Irving Village will page for small lost children and medical emergencies only.

6. Trailers are only allowed in Irving Village if merchandise is displayed on the trailer and sold directly from the display.

7. Electricity is only available in the specific areas designated by Irving Village. Electrical extension cords, Outdoor specified, UIL Coded, must not be damaged, frayed or any prongs (“ground” or “neutral”) on the cord removed. Electrical bar strips are PROHIBITED.

**Liability, Accountability and Legal Responsibilities:**

1. Vendors are required to report immediately any suspicious or illegal activity to the Albuquerque Police Department at 243-COPS.

2. Irving Village Enterprises, LLC is not responsible or liable for the loss or theft of any property or merchandise, quality of merchandise bought or sold, and/or any injury from any incident that occurs at the market.

3. Anyone found to be in violation of any policies of Irving Village or any ordinances imposed by the City of Albuquerque and/or any laws or regulations by the State of New Mexico will be asked to leave the premises. Failure to comply with the rules and regulations set forth in the Irving Village General Rules For All Sellers will result in loss of vendor privileges and immediate removal from the event without refund at management discretion.

4. Management reserves the right to reject any requests for reservations and to monitor merchandise and displays.

Irving Village reserves the right to refuse admission to any vendor(s) or refuse to rent/renew rental of spot(s) at its sole discretion.

Irving Village Enterprises, LLC reserves the right to update General Rules For All Sellers as necessary, and without prior notice, to ensure the integrity and safety of the community, citizens, vendors, customers and the general public.





## Rental Rates

**Reserve Vendors** \$25 per space, per day - Approved Vendors that pay during the reservation period. Renewal deadline is the Friday after the event.

**Walk-In Vendors** \$35 per space, per day- Vendors come to the Irving Village Office on the day you wish to sell.

**Food Truck Vendors** \$45 per space, per day. Spaces are limited on a non-compete basis and require advance registration.

### VENDOR DESCRIPTIONS:

**Reserve Vendor** - Approved Vendors, person(s)/business, which have submitted a signed Reservation Form. Reserve Vendors may pay the next month's reservation fees before 5:00 p.m. on the Friday after the event weekend.

**Walk-In Vendors** - Vendors may rent a space with cash only at Irving Village Market office on Friday, Saturday or Sunday the morning of the event weekend. To rent, vendors must come on the day you wish to start vending.

To pay for the following month, a Walk-In Vendor must call the Market Manager at 505-890-6655.

**Reserved Non-Profit Vendor (No Cost)** - Approved Vendors are organizations with current proof of non-profit status, 501(c)(3) sales tax certificate. The organization will be assigned a space in a designated area, at no charge, depending on availability of spaces. If a Non-Profit Vendor chooses to forego the designated area, reservations can be made in accordance with the requirements of a General Vendor, including fees. Organizations may not give food or drinks (water) away during the event but may sell the items after informing the Market Manager.

**Non-inspected-** Approved Vendors that sell prepackaged, non-hazardous, food/drink that may be consumed at Irving Village during the event weekend.

**Food Truck Vendor** -Vendors that submit a signed Vendor Application to the Market Manager are placed on the wait list until a space at Irving Village is available. Once approved by the Market Manager, a yearly Mobile Food Unit Permit is required through the City of Albuquerque. Water and electric is included in the reservation rental price.

**Attractions** - Attractions are approved by the Market Manager on a limited basis and are not charged a rental fee. Attraction requirements include a \$1,000,000 Minimum Liability Insurance coverage, listing the City of Albuquerque as a certificate holder. **Attractions will not be accepted on a walk-in basis.**

**Agricultural Vendor**– Approved Vendors that sell fruit, produce, herbs or any food product locally grown or raised for human consumption. These vendors are considered sales tax exempt by the State of New Mexico. Products must be whole or intact with no shell or seal broken. Vendors who want to offer samples must follow the Sampling Guidelines attached.

**Electricity Fee** TBA - Electricity is available only in specific designated areas and on limited basis. For Reserve Vendors, electricity will be available. Price will depend on your needs. Walk-In Vendors can pay for electricity when they reserve for \$10 per day. **Electrical bar strips are PROHIBITED.**

**Water Fee** (\$15 weekend rate, due at time of reservation) - Water usage is available on limited basis and will be available to Reserve Vendors for an additional \$5. Walk-In Vendors can pay for water at \$5 per day. ☒

**Clean-up Fee** (\$25) - Vendors are charged this fee for items found that need to be discarded after the final trash pick-up, which is 4 p.m. – 5 p.m. on the day of the event, when Irving Village staff clears the lots. This fee is due before future reservations can be made by/for the vendor and continued violation of this nature will result in loss of vendor privileges.





# IRVING VILLAGE

CONTAINER VILLAGE | OPEN-AIR MARKET  
4349 IRVING BLVD NW



## Space Reservation Form

**Please Print**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

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

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

(Street/ City/State/Zip):

Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_

Emergency Contact's Phone: \_\_\_\_\_

Merchandise to Be Sold \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional Person Occupying Your Vendor Space: \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

FOR OFFICE USE ONLY:

Approved

Denied

Pending

Notes:

Date

Space or Spaces