

2022 Nashville Farmers Market Vendor Contract

In consideration for the privilege to participate in the 2022 Nashville Farmers' Market ("Market"), the Market Board ("Board"), DB Hospitality, LLC DBA Brown County Inn ("Inn") and the undersigned Vendor(s) ("Vendor") agree to the following:

1. ADMINISTRATION

The Market is administered by the Nashville Farmer's Market Board following this contract and the Nashville Farmers Market Vendor Handbook. The Board selects and approves of Vendors, sets fees and determines Market policies and criteria for eligibility. The criteria of eligibility it considers while reviewing applications are: that the Vendor produces goods in compliance with the Vendor Handbook guidelines for the categories of goods the Vendor offers for sale; that the Vendor has had a positive history with the Market without prior contract violations; that the Vendor's products complement the product balance at the Market, that the Vendor is committed to the general mission of the Market; and that it is generally in the best interest of the Market and the public to select the Vendor for the Market. The Board reviews applications and has the discretion to select Vendors. The Board also oversees the Market and has authority to assign vending space, settle disputes and disqualify or terminate vendors for violations of regulations.

The Farmers Market Contract is the entire agreement between Market Board and Vendor. Any change to the contract shall be in writing and signed by the Market Manager and Vendor. Vendor shall not rely on verbal representations, or claims of verbal representations, of Market Manager or any other person associated with operation of the Market as a basis for modification of the Farmers Market Contract.

2. ELIGIBILITY OF VENDORS

Following are definitions used, in part, to determine an individual's eligibility to vend at the Market:

"Producer" is a person who is consistently involved with and participates substantially in the production, including aspects like planting, cultivating, harvesting, and raising, of permitted goods sold pursuant to this contract.

"Primary Vendor" is a person who is a producer, is the person who owns, leases, rents or otherwise controls the land on which goods sold pursuant to this contract are raised and is the person who controls points for the Vendors on this contract. The designation of "Primary Vendor" is determined by the vendor name listed first on this contract.

"Vendor" is a person who is a producer or immediate family of the Primary Vendor, as defined in this contract, and has signed this contract.

"Immediate Family" is defined in this contract to be a parent, child, spouse or domestic partner of the Primary Vendor.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this contract. Stand Assistants must be accompanied by a Vendor under

this contract in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this contract may sell at the Market. A Vendor and Stand Assistant working with that Vendor may sell only goods produced on land controlled by Primary Vendor on which the Vendor or the Primary Vendor's immediate family is a producer. A Vendor may be party to only one Market contract and may have only limited financial interest in any other Market contract.

The Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by the Vendor of such a law or ordinance may be deemed by the Board to be a material breach of this contract.

3. GOOD CONDUCT POLICY

All vendors are expected to act in a courteous and respectful manner to other vendors, Board directors, customers, volunteers, community members, and market management. Inappropriate conduct, language, or threats toward other vendors, customers, or market managements, whether in person or by electronic media, will not be tolerated and may be grounds for immediate dismissal from the Nashville Farmers Market.

4. OBLIGATION TO COMPLY WITH MARKET HANDBOOK AND APPLICATION

The 2022 Nashville Farmers Market Vendor Handbook and all applicable Exhibits are incorporated herein by reference and are a part of this contract as fully as if they had been set forth herein.

5. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this contract or be named in this contract and have authorized another person to sign on his/her behalf and have paid all applicable rental fees prior to selling any goods at the Market. In the event a Vendor does not have a signed contract on file by date set forth, it is in the discretion of the Market Manager and/or Market Manager to determine the Vendor's eligibility to sell. Points will not be awarded until the Vendor has submitted a signed contract and a complete and approved application.

6. GIFT CERTIFICATE PROGRAM/SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PARTICIPATION

Vendors are encouraged to participate in the Farmers' Market Gift Certificate Program/Supplemental Nutrition Assistance Program (GCP/SNAP) organized by the Market. Basic information on the GCP/SNAP is included in the Vendor Handbook with more detailed information available from Market staff.

If the Vendor chooses to participate in the GCP/SNAP, the Vendor understands that additional training or paperwork may be required in order to participate. The Vendor understands he/she is responsible for Gift Certificates/Market Bucks from the time the Vendor receives them as payment until the time they are turned in for redemption.

7. REMEDIES FOR BREACH

a) Violation of any provision of this contract or the Nashville Market Handbook is a default by Vendor. Upon notice by the Market Manager or Board to Vendor of the occurrence of a default during Market hours, and upon Vendor's failure to correct the breach within a reasonable time, Vendor shall remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate in a timely manner may subject Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.

b) If the Board has reason to believe that a Vendor did not produce the goods he/she is selling at the Market, or that other conditions exist that may constitute a violation of this Contract or adversely impact the health or safety of Market patrons, the Board reserves the right to conduct an investigation which may include an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the Board to conduct such investigation and inspection. The Vendor also agrees to provide the Board such opportunities as it deems necessary to view and obtain copies of the Vendor's records related to the goods sold at Market. If the Board determines, after investigation, that there is a reasonable likelihood that the Vendor did not produce the goods he/she offered for sale at the Market or has otherwise violated this Contract, the Board may, in its sole discretion, declare a material breach.

c) Upon occurrence of a material breach of this Contract, the Board reserves the right to declare this Contract terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor. The Board may also, in his/her sole discretion, determine that the Market will not contract with some or all of the individuals listed as Vendor or Stand Assistant at the Market in future seasons.

d) The Board has the right to make regulations regarding the Market and determine whether Vendors are in compliance with its regulations. Vendors who are dissatisfied with a Board decision to terminate a contract may appeal it in writing within ten days of receipt of notice of the decision.

8. LAW AND VENUE

This Agreement shall be interpreted and construed according to the laws of the State of Indiana and venue of any dispute shall be Brown County Circuit Court, Indiana.

9. COVENANT NOT TO SUE

The Vendor will not institute any action or suit at law or in equity against the Inn, the Market or their agents or employees as a result of operations under this Agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

10. SEVERABILITY AND WAIVER

In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any a

provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

11. LIABILITY AND INDEMNIFICATION

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge the Inn, the Market, their employees, agents and officers, and the members of the Farmers' Market Board, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the Inn, the Market, their employees, agents or officers, or Farmers' Market Board.

All Vendors must sign the Market Application certifying that you have read, understood and agree to abide by all provisions set forth in the Market Contract and Handbook. This contract is effective upon signature by Vendors and the Board President and is valid only for the 2022 Market Season, terminating at the close of the Market on October 30, 2022

_____ Vendor's Printed Name	_____ Vendor's Signature	_____ Date
_____ Vendor's Printed Name	_____ Vendor's Signature	_____ Date
_____ Vendor's Printed Name	_____ Vendor's Signature	_____ Date
	_____ Signature of parent or guardian If vendor is age 18 or younger	_____ Date
_____ Board Representative's Printed Name	_____ Board Representative's Signature	_____ Date