

Vendor Application & Agreement

June 6th through August 29th, 2020 (July 4th market TBD)

Please Return Application to: Athens Saturday Market/Athens Main Street
107 North Jefferson Street Athens, AL 35611 or email to: hardiman.katherine@gmail.com



Athens
Saturday
Market

Applicant's Name: _____
Applicant's Email: _____
Applicant's Phone: _____

Applicant is a (Check One):
Farmer _____ Artist: _____ Prepared Food Vendor _____ Other _____

Please list **all** the products Applicant seeks to sell at the 2019 Athens Saturday Market:

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Applicant Signature _____ Date: _____

By submitting this Vendor Application and Agreement, Applicant agrees that if its application is accepted, that the Applicant shall agree and be bound by the Rules, Guidelines, Terms and Conditions as stated on the following pages of this Vendor Application and agreement.

RULES, GUIDELINES, TERMS, & CONDITIONS

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings as set forth below: (a) “Contract” shall include these Rules, Guidelines, Terms and Conditions, and the Vendor Application; (b) “Vendor” shall mean you, the Producer (Farmer, Prepared Food Vendor, or Artisan) entering this agreement; (c) “Farmer” means a Producer who grows crops in North Alabama or the Tennessee Valley; (d) “Prepared Food Vendor” means a Producer who makes a prepared food as a Market Product; (e) “Artisan” means a Producer who handcrafts the Market Products he/she/it offers for sale as a Market Product; (f) “Market Site” means the pavilion market sites or the tent sites at 409 Green Street West in Athens, Alabama where the Athens Saturday Market (the “ASM”) will take place; (g) The “Market” is Spirit of Athens, Alabama, Inc., an Alabama non-profit corporation, its affiliates, directors, officers, members, managers, employees, agents, and representatives. The Market runs the ASM and sets the philosophy and purpose of the ASM; (h) The “Market Manager” is a person appointed by the Market to make the day-to-day operation decisions for the Market; (i) “Market Product” means a product grown or made in North Alabama or the Tennessee Valley by a Producer and that is for sale at the ASM and that is clearly labeled with the Producer’s name; (j) “No-Show Vendor” is defined as a Vendor who does not attend the ASM when expected and without notifying the Market; (k) “Producer” means a person or entity located in North Alabama or the Tennessee Valley who grows or makes a Market Product for sale at the ASM and may include the producer’s family members, partners and employees. The term Producer is sometimes herein also referred to as a Vendor in this and other market documentation.

2. ACCEPTANCE. Acceptance of the Contract shall occur upon the execution and delivery of the Contract by the parties hereto. The parties hereto expressly acknowledge and agree that these Terms and Conditions shall govern the Contract unless there is a writing signed by both parties that states expressly otherwise and references this Section 2.

3. VENDOR AND ITS EMPLOYEES. (a) Vendor shall be an independent contractor and shall not hold itself out as an agent of Market. Vendor shall be solely responsible for the compensation, hiring and firing of its employees.
(b) Vendor is solely responsible for the training, supervision and safety of its employees and for providing all necessary tools and equipment, including safety equipment.

4. LOCATION OF MARKET. The ASM will be located at the Market Site.

5. DATES & TIMES OF THE 2018 MARKET. The ASM will be open each Saturday for retail sales beginning the first Saturday in June and going through August 24th from 8:00 am-12:00pm. Vendors must arrive by 7:30 am or the assigned stall may be otherwise utilized.

6. VENDORS MUST BE 19. Vendors who are natural persons must be at least 19 years of age. Younger vendors will be allowed to sell at the ASM only when accompanied by an adult.

7. MARKET FEES. Season Pavilion Market Site: \$150.00 for one space under the Limestone County Pavilion of approximately 73 sq. ft. that includes two bins 7 ft. wide x 36 inches deep for the entire market season, paid in advance (i.e. prior to the first market date). Week to Week Pavilion Market Site: \$15.00 per market day for one space under the Limestone County Pavilion of approximately 73 sq. ft. that includes two bins 7 ft. wide x 36 inches.

8. MARKET FEES. TO RESERVE A MARKET SITE PRIOR TO A MARKET DAY, A VENDOR MUST PAY HIS/HER/ITS MARKET FEE TO THE MARKET BEFORE Wednesday of that ASM’s week or receive verbal approval from the Market Manager or Athens Main Street Director to pay the day of the market.

9. SPACE ASSIGNMENTS AND RESERVATION POLICIES. Applications for the Market in any given year will be accepted beginning February 1 of that year, and applicants will be notified of the acceptance or denial of their applications on or before May 28 of that year. Prepaid Season Plan Producers may receive priority selection of reserved spaces. However, the Market will designate and assign all spaces for Vendors. Assigned spaces may change depending on the Market’s weekly needs. All applicants will occupy only one space per Market Fee paid. Displays must be confined to the assigned space. Multiple spaces may be occupied with the payment of additional Market Fees as needed per space utilized. Vendors who want to share space will be charged together for one space and all products of both Vendors must be contained within that one space. The Market reserves the right, in its sole discretion, to accept or decline any application. The Market will attempt to maintain a ratio of 60% Farmers to 30% Prepared Food Vendors to 10% Artisans. The ratio will be measured based on the number of current accepted applications on file. The Market monitors the overall composition of the ASM and determines the number of Vendor openings available by type. Vendors cannot give their participation rights/booth space to any other person without the express written consent of the Market and permission may be withheld for any reason.

10. PRODUCTS NOT GROWN OR MADE BY PRODUCERS ARE PROHIBITED. Only Producers may sell at the ASM. The sale or attempted sale of any product not grown or made by a Producer at the ASM, without prior approval from the Market, is prohibited. The following



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items are **prohibited** from sale at the ASM: commercially produced foodstuffs; live animals; items purchased for resale; items made from kits; commercially available plans; and items that are mechanically mass-produced.

11. MARKET PRODUCTS PERMITTED FOR SALE. Vendors may sell only those Products approved for sale by the Market that are listed on each Vendor's application to participate in the ASM. Any Vendor wishing to bring additional product(s) not initially listed on his/her/its original application must submit an amended application for the new product(s) for approval by the Market before bringing said product(s) to the ASM.

12. GROWER'S PERMIT. All Farmers selling as Producers at the ASM must hold a grower's permit. Grower's permits are available **at no charge** from the local county extension office, 1109 W. Market Street, Suite A, (256) 232-5510. The purpose of the grower's certificate is to ensure that the Farmer's Market Products originate with the Farmer, his or her family, partners or employees. The grower's permit allows the Producer and customers to be exempt from state and local taxes for goods sold. A copy of each Farmer's grower's permit must be provided to the Market prior to the first ASM attended by that farmer. All permits must be available at each Vendor's booth for on-site inspection.

13. ORGANIC & NATURALLY GROWN. Any Producer wishing to advertise his/her/its products at the ASM as Organic or Naturally Grown must provide documentation of certification of organic and/or naturally grown Products.

14. LICENSES AND PERMITS. Each Vendor must obtain and pay all necessary business/privilege taxes to the City of Athens and/or Limestone County. Each Producer selling value-added products is responsible for obtaining a valid business license from the Alabama Department of Revenue and a tax identification number from the Internal Revenue Service. All licenses and permits must be available at all times during the ASM in case of an on-site inspection. Many items sold at the ASM may be subject to regulations of the Alabama Department of Public Health. It is the Vendor's responsibility to abide by these regulations. For further information, please contact the Limestone County Health Department at (256) 232-3200.

15. COMPLIANCE WITH APPLICABLE LAWS. It is the responsibility of each Vendor to comply with any and all local, state and federal laws that pertain to their business and/or their Market Products. Vendor shall comply with all applicable statutes, laws, ordinances, codes, contracts, rules, regulations, proclamations and other governmental requirements, and all provisions required thereby to be included in this Contract are incorporated by reference. The sale of live animals is not allowed at the market. Wine is prohibited for distribution and/or retailing at the ASM. Alcohol, i.e. beer, whisky, etc., is prohibited for sale at the ASM.

16. FOOD SAFETY AND SAMPLING. It is the responsibility of each Vendor to abide by all state and federal regulations which govern the production, harvest, preparation, preservation, labeling, or safety of products offered for sale at the ASM. All Vendors regardless of product must meet the health requirements that prevent food borne illnesses. No cooking is permitted at the Market Site without prior approval from the Market. Should the Market decide that an applicant's proposed Market Product requires further specific regulation than those regulations promulgated by state and federal authorities, the Market will specify such rules including those for handling and storing different types of foods with guidelines for sampling.

17. TAXES. Vendors shall collect all necessary taxes at the time of sale and remit same to the appropriate government authorities.

18. MARKET NOT BAILEE. The Market will not store equipment, goods, or Market Products for Vendors and will not act as bailee for Vendor and/or for any of Vendor's property.

19. RETURNED CHECKS OR MERCHANDISE. The Market is not responsible to the Vendor for returned checks or merchandise.

20. PHOTOGRAPHS AND IMAGES. The Vendor, on behalf of its employees, agents, and assigns, agrees that the Market may publish photographs, videos, and/or audio of the Market including images and/or sounds of the Vendor, its employees, agents, and assigns.

21. THE MARKET RESERVES THE RIGHT TO DENY SPACE AND TO CANCEL MARKET DAYS. The Market reserves the right to deny a Vendor space or participation at the ASM at any time and for any reason, and to cancel market days due to dangerous weather or other causes, all in the Market's sole and absolute discretion.

22. SET-UP AND CLEAN-UP. A member of the Market will open the market space and oversee the setup of Pavilion Market Sites beginning at 7:00 A.M. on each market day. Vendors' vehicles may enter the lot at 7:00 A.M. (1 hour prior to opening on market day) and Vendors may begin setting up once they have an assigned space for the day. It is necessary for all Vendors to be set up no later than 15 minutes before the opening of the ASM and to be ready to do business when the ASM opens. There will be no sales prior to 8:00am. Each Vendor with a tent market site, as may be assigned by the Market, is responsible for setting up his/her/its own tents, tables and signage in the manner specified by the Market. Proper staking or weighting of tents at all four corners is mandatory. Vendors will be solely responsible at all times for the cleanliness within their vending area, regardless of the origin of the debris. Each Vendor is required to leave the space clean. All vehicles should be loaded and cleared from the market area one (1) hour after the market closes. Nothing can be placed outside the designated space for each participant without special written permission from the Market. Additional fees may be incurred for use of more than the allotted Market Site area. The Market may demand immediate clean-up and removal of hazardous equipment and the immediate removal and discard of clearly defective produce and other products.

22. NO-SHOW VENDORS. It is each Vendor's responsibility to inform the Market of attendance at and/or absence from the market. Any

Market Fee paid in advance will not be refunded to a No-Show Vendor. Vendors who have unexpected circumstances that will cause them to arrive late should notify the Market as soon as possible. This is a courtesy that will allow for smooth set-up of the ASM and avoiding ASM delays.

23. NO SMOKING. Due to customer concerns, the ASM is a smoke free zone. There will be no smoking allowed at the ASM or within 20 feet of the Market Site. Vendors who smoke are asked to step behind their booths to smoke more than 20 feet away from the Market Site. Smoking debris should be correctly disposed of and should not be dropped in or near the Market Site.

24. GENERAL VIOLATIONS. No firearms or drugs will be allowed at the Market Site. All profane, abusive, discourteous, and boisterous language and/or conduct at or in the ASM are strictly prohibited. There is to be no "dumping" of produce at the end of the ASM day. Fraudulent, dishonest, or deceptive merchandising or collusion to set prices among Vendors may be grounds for forfeiture of the right to do business of any kind in the ASM for a length of time to be determined by the Market. No Market Fees will be refunded to any Vendor found to be participating in these activities. If the Market determines that a Vendor has violated any provision of the Market policies, that Vendor may be penalized.

25. FARM, KITCHEN, ON-SITE VISITS. The Vendor (including Farmers, Prepared-Food Vendors, and Artisans) hereby agrees that the Market, including, but not limited to the Market Manager, may make an on-site visit to the Vendor's farm, kitchen, or other location where the Vendor grows, prepares, cooks, or makes Market Products.

26. CUSTOMER COMPLAINTS. Any complaint made against a Vendor must be in writing and given to the Market. The Market is responsible for reviewing and resolving complaints. The Market shall determine what type of investigation, if any, shall be conducted in response. The Market also has the sole discretion to determine whether that complaint will be disclosed to the Vendor under complaint. Also, the Vendor under complaint may or may not be given the opportunity to respond; this will depend on the nature of the complaint.

27. INDEMNIFICATION AND RELEASE. The Vendor acknowledges its full responsibility for all of its products and/or activities with respect to the Market, and assumes all risks related to its participation in the ASM. Vendor agrees to indemnify, defend and hold harmless the Market, and each of its respective employees, agents, officers, directors, volunteers, and representatives, including but not limited to the Market Manager (collectively, "Representatives") from and against any and all liability, loss, damage, expense, suits, claims, penalties or judgments arising from or relating to the Vendor's participation in the ASM. Vendor acknowledges and agrees that his/her/its responsibilities include any and all costs and expenses incurred by the Market or its Representatives in defending claims which may be brought against any of them. Vendor releases the Market and its Representatives from any and all claims or liability, including but not limited to claims for damages and personal injury, arising from or relating to Vendor's participation in the ASM, including but not limited to claims relating to allegations of the Market and/or its Representative's negligence. Vendors are liable for their own products and agree that the Market is not to be held accountable for the products offered by Vendors. The Vendor assumes all risk of loss due to fire, theft, weather or other causes of damages or loss arising from or in connection with its participation in the ASM. Vendor agrees to fully indemnify and hold the Market harmless from any claims of property damage or bodily injury caused by any member of the public due to the acts or omissions of the Vendor. There are no other agreements between the Market and the Vendor, whether written or oral, other than the Rules, Guidelines, Terms and Conditions, and the Vendor Application.

28. INSURANCE. Product and liability insurance are the responsibility of the Producer and/or Vendor.

29. DEFAULT. If Vendor breaches any of its obligations under this Contract, the Market may terminate this Contract, without incurring any liability whatsoever to Vendor.

30. DISPUTES. Should a dispute arise relating to the terms, interpretation, performance or enforcement of the terms of this Contract, the parties agree first to attempt to work out any differences in an amicable fashion. Should a dispute arise between a Vendor and the Market Manager that cannot be resolved amicably, then the Vendor may appeal to the Market, (the Spirit of Athens, Alabama, Inc., an Alabama non-profit corporation). In certain cases, the Vendor and/or the Market and/or the Market Manager may appeal to the Alabama Farmers Market Authority in accordance with § 350-x-1-11 of the *Alabama Code of Regulations*. Should such efforts to resolve the dispute fail, and litigation arise from such dispute, the Market, the Vendors, and the Market Manager hereby agree that the sole jurisdiction and venue of such litigation shall be in courts located in Limestone County, Alabama (or to the extent that the jurisdiction of a federal court is implicated, in the United States District Court for the Northern District of Alabama).

31. GOVERNING LAW. The law of the State of Alabama shall govern the validity, interpretation, construction and effect of this Contract.

32. FORCE MAJEURE. Neither party shall be liable for failure or delay in performance under this Contract due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, terrorism, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not of the kinds specifically enumerated above.

33. RIGHTS, REMEDIES AND WARRANTIES. Each party's rights and remedies under this Contract and each warranty made one party to another shall be cumulative and in addition to any other or further rights, remedies or warranties under this Contract or provided by law or in equity.

34. WAIVER. Neither party shall be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by it. No failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by either party of any other right, power, privilege or remedy. No exercise or partial exercise of any right, power, privilege or remedy shall preclude any other or further exercise thereof by either party or the exercise of any other right, power, privilege or remedy by such party.

35. GENERAL. This Contract and the Vendor Application contain the **entire agreement** of the parties with respect to the real estate and/or goods and/ or services covered by this Contract.

36. SEVERABILITY CLAUSE. If any provision of this Contract, whether a paragraph, sentence or a portion thereof, is determined by a court of competent jurisdiction to be null and void or unenforceable, such provision shall be deemed to be severed, and the remaining provisions of this Contract shall remain in full force and effect.

37. CONSTRUCTION. The headings in this Contract are for convenience of reference only and shall not affect its interpretation or construction.

38. COUNTERPARTS. This Contract may be executed in one or more counterparts by original, facsimile, or electronic signature, each of which shall be deemed to be an original copy of this Contract and all of which, when taken together, shall be deemed to constitute one and the same Contract.

**SPIRIT OF ATHENS, ALABAMA, INC.
d/b/a ATHENS SATURDAY MARKET**

By: _____

Date: _____

Name: _____

Title: _____

For Vendor’s signature, please see page one of this Application and Agreement.