

VENDOR MARKET CONTRACT

1-Please initial each section and finalize with full signature after reading the entire contract. By signing you are agreeing to adhere to all rules and terms of the market contract. This contract is valid for all future market partnerships with lotus roots. Breaching any terms of this contract will void partnership, and you will need to re-apply for future markets._____

2- There is a one time \$15 application fee for new vendor applications. This fee is non-refundable. Application fee covers processing of application and is only required once. If your application is not approved, you will be notified of reasoning, and steps to take to become approved. The application fee covers the entire application process, you will not be required to pay another application fee for any of our other markets. Applications will not be processed until application fee has been paid in full and all documents have been submitted._____

3-If the name of your business changes, you must submit a new application, pay the \$15 application fee, and submit new documentation with the new business name. When submitting a new application, please indicate that you are an existing vendor with a name change. This ensures you remain on our map in your desired spot, if not, we will process you as a new vendor and will be placed on our map at random._____

4-There are no payment “rollovers” if you are a no show to the market, you forfeit all fees paid. If you are a no show for more than three consecutive events, you will be removed from the Market Map, and our contract will be void. You will need to re apply for future markets._____

5-A 50% deposit is due at the time of contract submission. This reserves your space on the map. Remaining market fees are due within 48 hours of invoicing. We do not reserve spots until fees are paid.

6- Once Market Map spot has been reserved, vendors are expected to attend. All fees paid are non refundable, there are no cancellation refunds, your 50% deposit WILL be applied towards your next Market, but will NOT be refunded. If you chose not to attend a future Market, Market fees, deposits, and application fees will NOT be refunded._____

7- Lotus Roots reserves the right to terminate the Vendor Contract at any time if we feel that you are not a good fit for our Markets. This contract does NOT guarantee you a spot on our Map for future events. You will need to request your “spot” for each market. _____

8- ALL items sold at our Markets MUST be approved, we do not have permits to support the sales of tobacco, cannabis products, or alcohol. Some Night Markets will have Alcohol Permits, but the Farmers Market will not have alcohol sales._____

9- NO SMOKING on Market grounds, if you smoke, please do so in the parking area or outside of Market parameters._____

10- It is your responsibility to adhere to and obey all rules, laws, and protocols put in place by The Department Of Food And Agriculture, The Health Department, The Fire Departments, and any other Agencies with jurisdiction over Farmers Markets and Community Events in Los Angeles County. Any fines, fees, warnings, or citations given to Lotus Roots Farmers Market or Harvesting for Hope as a result of you or your Business not adhering to said laws, will be your responsibility and you will be required to pay any fees or fines acquired. Your Market status will be reviewed, and you may be placed on a probationary period depending on the severity of the violation._____

11- Market Map Spots can not be shared by multiple vendors. With the exception of Craft and Art Vendors. TWO craft or Art vendors can share a booth for an additional \$25 fee. All vendors selling at the Market MUST submit an application, application fee, and sign our Vendor Contract._____

12- Hours of operation are the hours in which the public will have access to the market. Vendors can arrive up to 3 hours early, cars MUST be out of the market ONE HOUR prior to opening to the public. You may continue setting up during the last hour prior to opening, but your vehicle must be moved to the Vendor Parking area ONE HOUR prior to opening. If you require your vehicle to be at your site, you must state that in your application. There are a limited number of spaces that can accommodate a vehicle, so please let us know ASAP if you require one of these spots. Vehicles will NOT be allowed to remain inside the Market without prior approval._____

13- You are responsible for full clean up of your 10x10 area, and surrounding area. Trash cans will be available for shoppers. You are required to take your own trash with you. Lotus Roots will not be responsible for removing your vendor trash, cooking supplies, boxes, or vendor supply trash. Leaving behind trash will be grounds for contract termination. We operate through volunteers, we do not expect them to clean up after vendors._____

14- You must provide your own 10x10 Canopy (we do not care what color it is) Canopies are required for all booths. Food trucks, food trailers, food carts, or “stands” do NOT need to have a canopy. We want you to express yourself and your brand however you want. Please be mindful of others. There will be shoppers from all walks of life, all ages, all races, all genders, all sexualities, all religions, all political views, and all nationalities. We don't care what you do, but please be respectful of all community members. If you do not think that you can be respectful of ALL people at the market, please do not apply._____

15-Music of your choice can be played at your booth, at a volume that does not interfere or compete with the vendors around you. Music Booths, DJ's, Bands, and other entertainment booths will have authorization to play or perform at higher volumes. Music and entertainment

booths will be placed in separate areas of the market so all music can be enjoyed and appreciated._____

16- No weapons, fighting, or aggressive language towards shoppers, staff, or fellow vendors. Aggressors will be removed from the Market, and will not be invited to future Markets. Any “Hate Speech” from vendors or shoppers will result in removal from the Market. _____

17-Vendors are not permitted to “load out” or exit the Market prior to the end time. You may begin packing up one hour prior to the market end, but you may NOT pull in your vehicle, break down your canopy or tables, pack up all items, or stop selling prior to the end of the market. All vendors are required to follow all set up and break down time frames. All vendors are required to stay for the entire market. If you “sell out” with more than TWO HOURS remaining in the Market, please notify the Market Manager and we will make arrangements. Selling out is a good thing, we won’t punish you for your hard work._____

18- All vendors are responsible for having a First Aid Kit, FOUR 25 lb sand bags (to weigh down canopy), bungee cords and zip ties to secure signs and backdrops, a trash receptacle for sample cups/napkins/toothpicks/etc... Food Trucks and ready to eat hot food being prepared on site MUST have fire retardant fixtures._____

19- ALL Vendors and Farmers MUST be Pre Approved to participate in the Market. Vendors must go through the entire application process, submit application, pay application fee, submit requested documents, sign vendor agreements, pay market fees, and get booth space assignments prior to selling at the Market._____

20- Vehicles will NOT be allowed on the market site ONE HOUR prior to opening. If you have not checked in with the Market Manager ONE HOUR prior to Market open, we will assume you will not be attending. If you arrive LESS than ONE HOUR prior to open, you will be allowed to set up, but will not be able to bring your vehicle on site, you will need to bring all set up items on foot. Set up will NOT be allowed once the Market has opened to the public._____

21-Once the Market has ended, all vendors will have 3 hours MAX to vacate the Market site. Sales MUST stop at the ending of the Market. Vendors Must begin to pack up and load out at the end of the Market. Vendors are not permitted to stay and continue to sell once the Market has ended. _____

22- We DO NOT ACCEPT CHECKS! We accept debit cards, zelle, cash, apple pay, and venmo. We do not have an ATM on site._____

23- You will be given the Market Manager contact info. Once your contract has been signed, and all fees have been paid. Please DO NOT give personal contact information to friends, family, potential vendors, or community members with general questions. This number is strictly for vendors to communicate with the Market Manager for timely responses and Market

related questions. If you feel it is necessary for someone to contact the Market Manager, please reach out yourself and find out where to direct them._____

24- All liquid waste and Vendor trash must be taken with you. DO NOT dump liquid waste on the grass, in the parking lot, or down storm drains. Doing so will result in removal from the Market and future markets._____

25-All vendors are expected to know and abide by all Local, Federal, and State Laws. It is your responsibility to know all Laws pertaining to you and your business operations._____

26- This Agreement is valid for all future Markets through Lotus Roots Farmers Market, you will be notified in the case of Agreement Renewal._____

27- Farmers MUST sign this agreement AND the “Farmers & Produce Agreement”. All required Agreements will be sent to you directly for signing._____

28- All Food Farmers and vendors MUST have a Temporary Event Permit (TEP) for each Market Location and Date that you attend, or have a VALID yearly permit from the Health Department on your Food Truck or Food Cart/Trailer. TEP's are valid for 90 days and MUST be obtained prior to the Market Date. you MUST display your TEP at your booth. TEP's will be checked at each Market, expired TEP's will not be accepted, you will not be able to participate in the Market and No fees will be refunded._____

29-ALL Vendors are required to have a valid Seller's Permit. Permits will be verified before each Market, if your Permits expire, please email updated permits to info@lotusrootsmarket.org and include your contact info, business name, and a copy of your updated permit for your Vendor File._____

30- If you're planning on giving out free samples, please review and abide by all regulations required by The Health Department._____

31-Vendors are NOT Employees of Lotus Roots Farmers Market or Harvesting for Hope. All Vendors operate as independent Contractors, and are responsible for carrying their own insurance to cover illness or injury from their products. In the case of illness or injury from your products, the complaint will be directly forwarded to you and your company, and your contact info will be given to the complainant._____

32-By signing this agreement, you agree to follow the rules and direction given by the Market Manager and other Lotus Roots Staff. If you have an immediate need or emergency during the Market, please notify the Market Manager Immediately. If you cannot get a hold of the Market Manager, notify any STAFF Member and they will reach the Market Manager._____

33- Lotus Roots is NOT responsible for damaged equipment or set up materials, all Booth Items are your responsibility to secure, maintain, and protect. If a shopper or community member is damaging Booths or Materials, please let the Market Manager know immediately._____

34- All Vendors agree to be recorded, all recordings, photos, and videos will be used for our website, social media, and marketing pages. If you do not want to be filmed or photographed, please let us know during the application process._____

35- All vendors are responsible for providing their own power generator, and electrical hook ups, the Market is not responsible for providing Power, cords, or outlets._____

36- Booths may only be used to sell or promote items or services listed on your application. No “side sales” or selling items without Market knowledge. Lotus Roots MUST be made aware of new or additional items being added to your menu or services._____

37- By signing below, you agree to follow all market rules and regulations, follow the instruction of the Market Manager, and agree to adhere to all above sections._____

Business Name:_____

Representative Name:_____

Representative Title:_____

Contact Email:_____

Contact Cell:_____

Signature:_____ **Date:**_____