

RockHill Market Agreement

This Agreement is between RockHill Church (the Market), located at 4363 S NC Hwy 62, Burlington, NC and _____ (the Vendor), for the purpose of selling local, all natural, and handmade products compliant with the Market's standards, and the laws of the state of North Carolina and of the United States. This Agreement shall remain in effect until either party terminates, save and except the provisions related to indemnification, limitations of liability, governing law, and forum which shall survive termination. In consideration for the terms described herein, Vendor agrees to adhere to the provisions of this Agreement. The Market agrees to provide the Vendor with an area to sell products, and to adhere to the provisions of this Agreement. This nonassignable agreement may be amended or modified in writing executed by both parties.

Market Manager:

The Market Manager is the person designated by the Market to supervise operations of the Market. The Market Manager has the discretion and authority to interpret this Agreement and decide if a Vendor is in breach.

To Join the Market:

A Vendor Application shall be completed and submitted, along with the application fee, by each New Vendor. Returning Vendors and Church members are not subject to the application fee. However, all Vendors are required to renew their application prior to the beginning of each Market season or the application fee may be applied.

Vendor Spaces and Commitment:

A donation is requested from each Vendor for use of Church facilities. (See Vendor Application for pricing.) A standard 10 ft. x 10 ft. space will be provided and designated by the Market, and shall be assigned by the Market Manager. Requests for a larger space will be considered case-by-case, and an additional donation may be requested. Indoor spaces in the Fellowship Hall may be available at times, for an additional donation. Donations and fees are non-refundable. All spaces are assigned on a first-come, first-serve basis. The Vendor must bring their own equipment to the Market. No additional equipment will be provided by the Market.

Product Standards:

The Market is a producer-only sales venue. All products must be grown, raised, assembled or produced by the business or crafter selling the products. Vendor may sell fresh and unpackaged home-grown vegetables, fruit, nuts, cut flowers; potted plants, herbs (annuals and perennials); dried flowers; fresh baked goods; home-grown food products that are minimally processed and packaged in new containers by the Vendor, such as honey, syrups, jellies/jams/preserves, dried spices/herbs, flour, cornmeal, unpopped popcorn, seeds, canned goods, pickles, cider, pressed juices, dairy products, and vinegars. Vendor may sell crafts and other non-food items they produce (e.g. jewelry, clothing, books, furniture, home decor and furnishings, etc.) *No Direct Sales, 'Flea Market' or Yard Sale type items are permitted without prior consent.* ALL RESALE ITEMS MUST BE PRE-APPROVED.

Inspections and Product Quality:

Vendor spaces and products will be subject to inspections from time-to-time to ensure compliance with Market standards. All products sold at the Market must be, in the opinion of the Market Manager, of high quality and free of pests, disease, rot, and spoilage. The Market Manager has the authority to sample Vendor's products to ensure proper quality is maintained, and to deny a Vendor the right to sell products of inferior quality. Foods must be kept at the appropriate temperature at all times.

Compliance with Laws and Permitting Requirements:

The Vendor is required to comply with all applicable local, state, and federal laws and/or permitting requirements at all times. The Vendor is responsible for any taxes and/or penalties incurred.

Market Hours of Operation:

The Market will be open on Fridays from 10 a.m. until 3 p.m. beginning on the 3rd Friday of March and ending on the 3rd Friday of November (times/dates subject to change). Extreme weather conditions may result in the Market being cancelled.

Vendor Attendance:

The Vendor is expected to participate each Friday and is responsible for contacting the Market Manager when they must be absent. Multiple absences may result in the forfeiture of the Vendor's assigned space. In the event the Market must be cancelled for any reason, the Market Manager will attempt to notify the Vendor in advance.

Vendor Signs and Labels:

The Vendor is responsible for providing any signs needed for their space, and encouraged to bring any signage they may have to help promote sales. Prepared food items should be labeled with ingredients, production date, producer name, and contact information. All Vendors must provide their name and contact information to customers. All signs that are intended to be left up during the sales season must be pre-approved by the Church.

Market Safety and Sanitation:

The Vendor must maintain a clean and sanitary stall, and is responsible for cleaning up their space at the close of each sale day. The Vendor must remove all of their equipment and pick up any trash that accumulates at or around their stall throughout the day – including perishable items. Smoking is not permitted by Vendors in or near the Market area. Vendors who provide food samples are responsible for their own temporary hand sanitizing stations. Vendors must supervise their children and pets at all times. A cleaning/maintenance fee may be assessed for any damage to property or grounds, trash left on site, and/or failure to maintain a clean space.

Church Property:

The Market area shall be limited to designated areas. Safety precautions, traffic direction, signage and parking are mandated by the Church. The use of restrooms is limited to Vendors, and restrooms must be left clean. No other Church facilities or services are offered. The Church driveway must remain open and clear at all times. Every effort must be made to keep vehicles and equipment, including customer vehicles, off of the grassed areas, unless otherwise instructed. Thorough policing of the grounds shall be conducted at the end of each sale day.

Liability and Insurance:

Vendor is responsible for their own general liability and product liability insurance. Neither the Market nor the Church provides any insurance coverage for the Vendor. The Vendor is solely responsible for any injury to persons or property caused by the Vendor’s equipment or products. The Market assumes no liability for injury to persons, nor for damage to, theft, or other loss of Vendor’s property.

Indemnification, Hold Harmless and Defend:

Vendor shall indemnify, hold harmless and defend the Church, the Market, its officers, agents and employees from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorney fees, of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection with Market participation. This provision survives the termination of this Agreement.

Breach of Contract and Termination:

If Vendor violates any of the provisions of this Agreement, Vendor will be considered to be in breach. The Market Manager shall have the authority to immediately suspend a Vendor’s right to sell at the Market if a breach of this Agreement presents a health or safety risk or is, in the opinion of the Market Manager, a serious breach of this agreement. For all other types of violations, the Vendor shall be notified in writing by the Market Manager and be provided a reasonable time to cure (at least 5 days). If a breach is not cured to the Market Manager’s satisfaction, this Agreement may be terminated, without waiving any other rights or remedies of this Agreement. If the Market, by and through its staff, agents, etc., violates any of the provisions of this Agreement, the Market Manager shall be notified in writing by the Vendor and be provided a reasonable time to cure (at least 5 days). If said breach is not cured to the Vendor’s satisfaction, this Agreement may be terminated. In any legal dispute arising under this Agreement, the non-prevailing party shall pay all costs and expenses, including expert witness fees and attorney fees incurred by the prevailing party, in resolving such dispute. Failure of either party to insist on strict compliance with any of the terms of this Agreement shall not be deemed a waiver of such terms.

Acknowledgment:

The Market is responsible for all rules of operation. This agreement, along with the Vendor Application, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter described.

I certify that I have read, understand and accept the terms and conditions, and that I meet the Vendor criteria stated therein. I further agree to abide by all Market requirements.

Vendor Business Name (printed): _____
Owner (if different from above): _____
Phone: _____ Mobile: _____ Email: _____
Vendor Address: _____
Vendor Signature: _____ Date: _____
Market Manager Name (printed): <u>Linda Hobson</u> Phone: <u>336-580-1208</u>
Market Manager Signature: _____ Date: _____