

Vendor Agreement with DI (Develop Iosco) Winter Market

This Agreement is between Develop Iosco's Winter Market, in conjunction with the Sand Lake Community Center, (the Market), located at 4059 Indian Lake Rd, National City, MI 48748 and _____ (the Vendor) to sell products compliant with not only this Market's standards, but also local and the laws of the state of Michigan as well as the laws of the United States.

This contract shall begin on _____ (date) and shall last until the end of the 2022/ 2023 Market season, (April 2023), and except the provisions related to indemnification, limitations of liability, governing law, and forum which shall survive termination. In consideration for the terms described in this Agreement, Vendor agrees to pay the vendor fees outlined below and adhere to the provisions of this Agreement and the Market agrees to provide the Vendor with an area to sell Vendor's products and adhere to the provisions of this Agreement.

This agreement is non-assignable. This agreement may be amended or modified in writing executed by both parties.

Market Manager: The Market Manager is understood to mean the person(s) 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. The Market Manager's contact information is as follows: Julie Shellenbarger, DIWinterMarket@gmail.com and Sand Lake Community Center 989-469-9361

Vendor Fees to attend the Marke: Vendor must pay a fee of \$10.00 cash each Saturday that they intend to sell at the Market for the 2022/2023 Market season. At no extra charge, the Community Center will supply a table, if one is needed.

Product Standards: 1. Vendor may sell any of the following: produce, baked goods, crafts, 'family friendly' specialty items, wood working items, art, holiday themed items, and items typically associated with Farmers Markets and Craft Shows/Bizarres. 2. Pyramid type sales/products are not permitted. Adult themed, profane, alcohol, drug or products of the like will not be permitted.

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. This liability rests solely on the vendor and exempts Develop Iosco and The Sand Lake Community Center from any associated liability.

Market Attendance Requirements: There is no obligation to attend every Saturday however, vendor is required to notify the Market Manager via email diwintermarket@gmail.com no later than the Thursday of the week in which they intend to attend. The Vendor is responsible for viewing the Develop Iosco Winter Market Facebook page for purposes of determining if the market will be cancelled/delayed, or any other pertinent information.

Market Safety and Sanitation: Vendors must maintain a clean and sanitary stall. Vendor is responsible for cleaning up their own stalls at the close of the Market. Vendor must take home all of their equipment and products and must pick up any trash that accumulated at or around their stall

throughout the day. Vendors must supervise their own children at all times, and may not allow any children under 16 years old to wander the Market area without a parent or guardian

WINTER MARKET VENDOR AGREEMENT LEGAL GUIDE | Indemnification, Hold Harmless and Defend:

Vendor shall indemnify, hold harmless and defend 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 attorneys' 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 Vendor's participation in the Market. This provision shall survive the termination of this Agreement. **Breach of Contract and Termination:** If Vendor violates any of the provisions of this Agreement, he or she 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 Market Manager shall notify the Vendor of a breach in writing and shall provide a reasonable time cure (at least 5 days). If a breach is not cured or not cured to the Market Manger's satisfaction, this Agreement may be terminated, without waiving any other rights or remedies of this Agreement and all Vendor fees shall be retained by the Market. If the Market, by and through its staff, agents, etc., violates any of the provisions of this Agreement, it will be considered to be in breach. Vendor shall notify the Market Manager of a breach in writing and shall provide a reasonable time for the market to cure (at least 5 days). If said breach is not cured or 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's 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. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without reference to any conflicts of law provisions. Any dispute arising out of this Agreement shall be heard by a Michigan Court.

Acknowledgement This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter described above. I certify that I have read and understand the above terms and conditions and that I meet the Vendor criteria stated therein. I further agree to abide by all Market requirements as outlined above, as well as all federal, State and local laws, codes and regulations, to cooperate with the Market, and to pay all required Vendor fees.

Vendor Name (printed): _____

Vendor Address: _____

Vendor Signature: _____ **Date:** _____

Authorized Member of Market (printed) _____ **Market Address:** _____

Authorized Member of Market Signature: _____

Date: _____