# NEWBERRY TOWNSHIP Newberrytown Events Committee 1915 Old Trail Rd Etters, Pa. 17319



## Open Market Fruit & Veggie Vendor Agreement. - 2025

**This Agreement** is made on this 16 day of May, 2025, by and between:

25, 2025. unless terminated earlier pursuant to Section 9 of this Agreement.

**The Newberry Township**, a local government entity organized under the laws of York County PA, with its principal office at 1915 Old Trail Rd, Etters, PA 17319 (hereinafter referred to as the "Township"),

AND	
	an individual/business operating as a vendor,
residing/located at	(hereinafter referred to as the "Vendor").
1. Purpose	
The purpose of this agreement is to aut Market located at Shelley Park within t	thorize the Vendor to sell fresh, Veggies & Fruits at an Open the jurisdiction of the Township.
2. Term	
This agreement shall commence on Jur	ne 5, 2025 and shall continue in effect for a period 4 months - Sept

# 3. Designated Location

The Municipality grants the Vendor a non-exclusive right to occupy and operate a Produce stand at the following location:

Shelley Park, 420 Cassel Rd, York Haven, Pa

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# 4. Vendor Obligations

The Vendor agrees to:

- Maintain cleanliness and hygiene at the Stand at all times.
- Comply with all applicable municipal by-laws, health and safety regulations, and public nuisance ordinances.
- Operate only during the permitted hours: 2:00 to 7:00 PM, Thursday, June 5th Sept 25
- Not sublease, transfer, or assign the vending location without prior written consent from the Municipality.
- Use only approved structures or materials for setting up the stall as per municipal guidelines. All tables, chairs, tents must be supplied by Vendor.

#### 5. Fees

The Vendor shall pay to the Municipality. Booth are No Charge for 2025.

\*\*Newberry Township \*\*

### 6. Licensing and Permits

The Vendor shall obtain and maintain all necessary licenses, permits, and certifications required by the Township and other regulatory authorities for the sale of fruits.

# 7. Inspection and Compliance

The Municipality reserves the right to inspect the stall at any time to ensure compliance with health, safety, and other applicable standards.

#### 8. Insurance

The Vendor shall maintain appropriate liability insurance to cover potential claims arising from business operations.

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#### 9. Termination

This agreement may be terminated:

- By either party with 30 days' written notice;
- Immediately by the Municipality for breach of contract, health violations, or illegal activity;
- By mutual written consent of both parties.
- No Refunds will be issued

#### 10. Indemnification

The Vendor agrees to indemnify and hold harmless the Municipality from any claims, damages, or liabilities arising from the Vendor's activities under this agreement.

#### 11. Miscellaneous

- **Governing Law**: This Agreement shall be governed by the laws of Newberry Township, York County, Pa
- Entire Agreement: This document represents the entire agreement between the parties.
- Amendments: Any amendments must be made in writing and signed by both parties.

# IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

# FOR THE MUNICIPALITY:

Newberry Township, Etters Pa.

Diane Shellenhamer - Newberry Township Supervisor

Date: June 4, 2025

Events@newberrytwp.com

#### FOR THE VENDOR:

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Name:	 	 
Signature:		
Date:		