



## 2019 CIVIC CENTER FARMERS' MARKET VENDOR CONTRACT

This Vendor Contract, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between St. Louis County, hereinafter referred to as "SLC", and \_\_\_\_\_, hereinafter referred to as "Vendor" or "you", sets forth the entire agreement of the parties relative to the 2019 St. Louis County Farmers' Market ("Market").

### Schedule

1. Opening day will be on Thursday June 20<sup>th</sup>. Thursday market hours are 11:30am to 1:30pm with the market location on 100 N 5<sup>th</sup> Ave West in the Civic Center Area. The Market will run every Thursday, June 20<sup>th</sup> through September 26<sup>th</sup>, creating a 14-week market in its Civic Center location. **To create more variety, contracted vendors will be allowed scheduling options, which allow the vendor to specify which week(s) the vendor WILL be participating if not for the entire 14 weeks.**

2. Market hours will be 11:30 a.m. to 1:30 p.m. To accommodate an orderly set up, Anchor Vendors are allowed to arrive and begin unpacking **no earlier than 10:30 a.m., part time and weekly vendors can begin setting up no earlier than 10:45 a.m. All vendors will remain open until 1:30 p.m. and vending only from their booth. Selling can begin at 11:20 a.m., absolutely no earlier.** Advertising will state the Market opens at 11:30 a.m.

### Costs

1. Vendor booth sizes are determined by need and run from 6' x 10' to 10 x 10 (only five tent spots available which are first come first served for Anchor vendors who make full payment in advance). If larger space is needed, then rental of additional space of that would be required. There are also several metered parking spots that will be made available to vend from out of a vehicle. Those spaces run 9' x 18'. Please see map and provide space preference on application.

2. You and your business are responsible for taxes paid on items sold at the Market.

3. The cost of one (1) space to vend at the Market varies upon number of weeks committed. Discounts and space preference will be offered for the full payment in advance to **Anchor** and **Part Time** vendors. **Single Week** – please submit your applications before Friday, June 7<sup>th</sup> to reserve your space(s) and render payment at least one week prior to your reservation(s). For all credit card payments, please call Nicole at St. Louis County Extension at 218-733-2871.

4. Vendor fees are as follows:

a. **Anchor – attend every week (discounted) – \$140 (\$10)**

b. **Part Time – \$15 per week / 5 week minimum (discounted)**

c. **Single week – \$20**

5. Applications are due by June 7, 2019. SLC's goal is to have a well-rounded Civic Center market. After review and approval of applications, accepted applicants will be notified and receive a space assignment on or before June 14, 2019.

## **Optional Addition Costs:**

### **Pre-Paid Validated Parking Option**

Pre-paid validated parking at the Civic Center Public Ramp, across 1st Street from City Hall, is available. You may pre-purchase validation tickets in any dollar amount, which will then be provided to you in advance of the farmer's market season. Simply insert the ticket you pulled at the ramp entrance into the machine at the exit gate when you leave, and, once the price is shown on the screen, follow up with the validation ticket, which will adjust the price. If the validation ticket amount is adequate to cover the fee, the amount will adjust to zero, and the gate will raise. If you would like to take advantage of this convenient parking option, please indicate this on the application form (page 5). If interested in this option Mark Bauer, Parking Operations Specialist with the City of Duluth will contact you and connect you with Interstate Parking.

### **Reimbursement/Cancellation Policy**

1. **All paid monies are non-refundable unless specifically stated otherwise in this Contract.**

#### **2. Cancellations:**

a. If SLC Cancels: This is an outdoor market, and therefore rain and other unpredictable factors are always a possibility. If your product/service or setup cannot handle outdoor weather, this may not be the market for you. **No reimbursements will be applied to any Market dates cancelled by SLC due to weather or other unpredictable factors.** Please keep in mind that any vendor is at their own risk. SLC is not responsible for any weather related damage.

b. If Vendor Cancels: If you decide to cancel any Market dates, you must give as much advance notice as possible, so that SLC may try to fill your booth space from the waiting list. A vendor may qualify for reimbursement **ONLY** if it gives SLC at least one (1) week advance notice of any cancellation **AND** SLC is able to fill the vendor's spot from the waiting list 24 hours before the Market dates for which the vendor will be absent. **NOTE: No refund checks will be issued until after October 31, 2019.**

c. Parking Reimbursements: There will be **NO reimbursements for parking.**

### **Layout/Setup/Loading**

1. Please refer to the attached draft event layout maps.

2. Vendors must be set up to take sales from 11:30 a.m. to 1:30 p.m. – **No Exceptions** (unless special permission was given by SLC staff). Anchor Vendors arrive to set up between 10:30 a.m. and 10:45 a.m., Part time and weekly vendors arrive to set up between 10:45 a.m. and 11:15 a.m. To be fair to all participants – Market sales advertised to begin at 11:30 a.m.

3. Vendors must come prepared with enough products to remain open until 1:30 p.m. If a vendor sells out of its product, it must remain open until 1:30 p.m. (closeout time) in order to present a full market.

4. Booth availability, meter spots, and special requests are considered due to space needs and by way of approval by the Civic Center Farmers' Market committee.

5. Each vendor **MUST** provide everything it will need for its own booth. For protection from both the sun and rain, the use of a canopy is highly encouraged. It would also be helpful for vendors' canopies to be weighted down to prevent injuries or property damage caused by canopies, or items within, being blown around.

6. A sign or banner with your business name is recommended (12"x20" minimum) so that customers know whom to look for when they return for more business. The signs/banners are to be affixed to your canopy and sandwich boards are allowed at your booth space. Business cards and other marketing materials are also highly recommended.

7. There is no electricity for vendor usage.

### **Presentation**

1. Please take into consideration that you are part of your display and your display reflects the Market. We aim for a clean, attractive look to the Market. Our customers should enjoy a positive visit to our event.

2. **No smoking** by **any** vendors/employees in the event perimeter. This is a Health Department rule, and it will be strictly enforced for all vendors and visitors.

3. You must remove any trash created at your booth and provide your own receptacle which you must haul away upon load-out. The trash/recycling containers set in the Market area by SLC are for attendees' use and are not intended to handle vendor-generated trash. Bring a broom and dust pan to clean your area before, during and after Market hours to keep the Market user-friendly.

4. The goal is to always present a full and busy Market. To that end, if you will not be able to attend the Market on a day that you have a reserved space, please give the SLC director or Market organizer **AT LEAST 1 WEEK NOTICE** so that SLC may attempt to fill your space from the waiting list. If you provide such notice at least one week in advance, and SLC is able to fill your spot, you may be eligible for a reimbursement. Even if you are unable to give at least one week notice, please call and let a SLC staff member know of your absence as early as possible so that SLC may attempt to fill your space in order to present a full Market.

### **Miscellaneous**

1. You must be 18 years of age or older to enter into this contract.

2. SLC or any associated businesses or sponsors are not responsible for any accidents that occur or damage claims that arise as a result of your participation in the Market.

3. SLC is not responsible for any goods or services that you sell that in any way cause harm to the purchaser of your goods or services provided at the Market.

4. All vendors participating in the Market shall be individually and severally responsible to SLC for any loss, personal injury, deaths, and/or any other damage that may occur as a result of any vendor's negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save SLC harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by SLC by reasons of any vendor's negligence or that of its servants, agents and employees. No insurance is provided by SLC to participants in the Market.

5. Weather – SLC does not cancel the Market due to rain. Many a market has run well with a little rain. The Market will allow the vendor the decision to, at its own risk, leave or stay and carry on in the event the Market is called due to threatening weather. However, in such circumstances, SLC staff may not be present and is not responsible for any damage. When rain is accompanied by lightning and/or high winds, it may be necessary for vendors to drop their tents to their lowest levels and take cover. Canceling or closing the Market early will be handled on an independent basis. Keep in mind that this is a summer market, if you or your products cannot handle sun, heat or humidity...this may not be the market for you.

6. Entire Agreement – This Vendor Contract constitutes the entire agreement between SLC and the Vendor and supersedes all prior agreements, understandings, and negotiations, both written and oral, between SLC and Vendor. No representation, inducement, promise, condition or warranty not set forth herein has been made or relied upon by any party hereto.

7. Choice of Law – All proceedings relating to this Contract shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.

8. Force Majeure – Neither SLC nor Vendor shall be liable for any damages attributable to delays or a failure of performance under this Vendor Contract caused by acts or conditions beyond its reasonable control, including but not limited to, acts of God, delays caused by governmental authorities, strikes, lockouts and other labor unrest, delays in obtaining governmental approvals, and similar conditions.

9. Severability – SLC and Vendor acknowledge and agree that each and every provision of this Contract is of the essence. If any one or more provisions herein should be declared invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby and shall be carried out to the fullest extent possible.

10. No Agency – Nothing in this Contract is intended to or shall operate to create a principal-agent relationship, a partnership or a joint venture of any kind between SLC and Vendor, or to authorize either party to act as agent of the other or bind or obligate the other in any manner or make any representation or warranty on behalf of the other.

11. General questions, please contact Tiffany Kari at 218-720-1551 or [karit@stlouiscountymn.gov](mailto:karit@stlouiscountymn.gov). Payment questions or to pay with credit card, please contact Nicole with St. Louis County Extension at 218-733-2871 or Extension office at 218-733-2870. Mail completed application with payment (if not credit card) to:

**Attn: Tiffany Kari**  
**Human Resources**  
**320 West 2<sup>nd</sup> St, Suite 200**  
**Duluth, MN 55802**

**Checks made out to St. Louis County Extension**  
**Application with payment in form of check can be sent to Tiffany Kari**  
**(Credit card payments call Nicole with SLC Extension at 218-733-2871)**

By: \_\_\_\_\_, St. Louis County Extension Division Head and  
Administrator Date: \_\_\_\_\_  
Approved as to form and execution: \_\_\_\_\_, Assistant County  
Attorney Date: \_\_\_\_\_

**\*Please fill out this form and return it with your payment by June 7<sup>th</sup>, 2019**

**CIVIC CENTER FARMERS' MARKET VENDOR CONTRACT APPLICATION**

**St. Louis County Farmers' Market Vendor Fees:**  
**14 Week Season**

**Anchor – attend every week- \$140 (discount/ \$10)**  
**Part Time- \$15 per week/ 5 week minimum (discount)**  
**Per week- \$20**

**I will be participating in the St. Louis County Farmers' Market on the following dates:**  
**(please circle)**

**JUNE:** 20<sup>th</sup> 27<sup>th</sup> **JULY:** (No Market 4<sup>th</sup> of July) 11<sup>th</sup> 18<sup>th</sup> 25<sup>th</sup> **AUGUST:** 1<sup>st</sup> 8<sup>th</sup> 15<sup>th</sup> 22<sup>nd</sup> 29<sup>th</sup>  
**SEPTEMBER:** 5<sup>th</sup> 12<sup>th</sup> 19<sup>th</sup> 26<sup>th</sup>

I accept the contract terms stated above (please **print** your legal name legibly):

Are you 18 years of age or older? Yes No

**Vendor Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Print **Business Name:** \_\_\_\_\_

Street Address: \_\_\_\_\_

City: State: Zip Code: - \_\_\_\_\_

Telephone: \_\_\_\_\_ Email address: \_\_\_\_\_

Co-Vendor Signature (if  
applicable): \_\_\_\_\_

**Print Co-Vendor Name:** \_\_\_\_\_

**Please list the products you intend to sell:**

Provide space needed, 6' x 10' or 10 x 10 (only five tent spots available which are first come first served for Anchor vendors who make full payment in advance.

**Space request:**

**Pre-Paid Validated Ramp Parking Option?** Yes No If yes you will be contacted by Mark Bauer, Parking Operations Specialist with the City of Duluth.

**\*\*Note: There is no Electricity**