

2023 Bradley County Farmers Market

Producer Vendor Agreement

3120 Peerless Rd NW, Cleveland, TN 37312

This Agreement is between the Bradley County Farmers Market, located at 3120 Peerless Rd NW, Cleveland, TN 37312, and (Vendor name here):

_____ to sell products compliant with not only this Market's standards, but also the laws of the state of Tennessee as well as the laws of the United States.

This contract shall begin on 6/1/2023 (or date signed) and shall last until the end of the 2023 Market season.

In consideration for the terms described in this Agreement, Vendor agrees to join and is not obligated to pay any vendor fees and no other associated fees. Vendor is required to 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 nonassignable.

Market Director and Manager:

The Market Director and manager are understood to mean the persons designated by the Market to supervise operations of the Market.

The Market Director and manager have the discretion and authority to interpret this Agreement and decide if a Vendor is in breach.

Vendor Time and Income Submissions:

Vendor must submit the amount of their daily sales and time spent at each market day to the Market Manager Bryan Smith. The Market retains the right to review Vendor's sales income records to ensure compliance with the University of Tennessee data reports. Market time and income cards are submitted upon the completion of each day at the market.

Product Standards:

1: Vendor agrees to grow or produce at least 75% of all items he/she sells at each market. Vendor may sell any of the following: fresh and unpackaged home-grown vegetables, fruit, nuts, and cut flowers; potted plants (up to TDA certification requirements) and herbs

(annuals and perennials); dried flowers; and fresh, home-grown food products that are minimally processed and packaged in new containers by the Vendor such as honey, other syrups, jellies, jams, preserves, persimmon pulp, dried spices and herbs, flour, cornmeal, unpopped popcorn, seeds, canned produce, cider and other pressed juices, dairy products, and vinegars as well as meat products that are to the standard of Tennessee Department of Agriculture requirements. Only products that have been organically grown by a Vendor who is a certified organic farmer may be labelled as organic.

Inspections and Product Quality:

Vendors will be subject to farm inspections at reasonable times, upon 24 hours prior notice of the Market Manager, to ensure compliance with the Market standards. Additionally, 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 that are of inferior quality. All food items must be kept at the appropriate temperatures at all times. Additionally, all coolers must have a working thermometer.

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. Vendor will be prohibited from selling at the Market until compliance with all laws and/or permitting requirements has been achieved and the Market has proof of compliance.

Market Hours of Operation:

1: The Market will be open on Tuesdays, Thursdays, and Saturdays from 7:00 A.M. until 1:00 P.M. (or until vendors sell out) and beginning on June 4, 2022 and ending on October 15, 2022.

Market Attendance Requirements:

There are currently no attendance requirements for the 2022 farmers market season.

Leftover Food Donations (optional):

Vendor has the option to donate any leftover edible food through the Society of St. Andrew, our partner in fighting hunger throughout the community. Our partner Society of St. Andrew, will pick up any leftover food and bring it to those who need it most, free of charge. Additionally, Vendor should be aware that if they decide to donate any edible food to our partner Society of St. Andrew, Vendor is protected under the Bill Emerson Good Samaritan Act of 1996 and therefore cannot be held liable for any food that may cause health issues upon consumption, unless that food was donated in bad faith.

Please check this box if Vendor plans to participate in the food donation program

Vendor Stall Requirements:

1: Stalls are on a first-come, first-serve basis and produce vendors have rights to slots next to the front gate. Vendor is required to bring their own equipment to the Market. No additional equipment will be provided by the Market. The Market requires Vendor to have weights on all of their equipment of no less than 5 pounds. Vendor is solely responsible for any injury to persons or property caused by Vendor's equipment.

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 must pick up any trash that accumulated at or around their stall throughout the day—including perishable items.

- All Vendors must dress appropriately; shoes and shirts are required.
- Smoking is not permitted by Vendors in or near the Market area.
- Vendors who provide food samples to Market customers are responsible for setting up their own temporary hand washing station.
- Vendors must supervise their children at all times, and may not allow any children under 16 years old to wander the Market area without a parent or guardian

Vendor Signs:

- 1: Vendor is required to post signs detailing the products for sale and their prices.
- 2: If selling produce that is out of season and not local, vendors are required to use a sign provided by the market stating where their produce comes from.

Liability Insurance:

The Market does not provide any insurance coverage for Vendor. The Bradley County Market, manager, and director, and all other involved parties shall not be liable to the vendor or the vendor's assistants, for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

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 Director, a serious breach of this agreement. For all other types of violations, the Market Director 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.

Please Specify Below what you sell:

Acknowledgement-Portion to Sign on Next Page

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.

Vendor Name (printed): _____ Year Joined: _____

Vendor Address: _____

Vendor Signature: _____ Date: _____

Vendor Email: _____ Vendor Phone Number: _____

Vendors will receive emails regarding market updates, resources, and related information.

Marker Director: _____

Market Address: 3120 Peerless Rd NW, Cleveland, TN 37312

Market Director Signature: _____ Date: _____