



## **Downtown Farmers Curb Market Vendor Agreement (Revised 3-26-09)**

**PURPOSE OF THE MARKET:** The Downtown Farmers Curb Market (herein after referred to as DFCM) is a key component of a vibrant, diverse and exciting Downtown. It is designed to serve and bring together all segments of our community. It is a positive force in bringing people Downtown to purchase fresh produce and local crafts. The Saturday and Wednesday Market is a showcase for the talents and the work of local artisans and local growers.

**FARMERS MARKET COMMITTEE:** There will be a DFCM Committee, chaired by a director of the Lakeland Downtown Development Authority. The purpose of the committee and its membership is to:

- Foster two-way communication between the LDDA and the Market Vendors
- Provide advice and recommendations on policy matters relating to the success of the Market for Vendors, customers and as a Downtown destination attraction. (Policy recommendations made by the Committee must be ratified by the Board of Directors of the LDDA prior to implementation.)
- Serve as ambassadors and advocates on behalf of the Market within the community.

The Committee shall be comprised of the Market Manager, one member of the LDDA Board of Directors, one Vendor, one Downtown Lakeland Partnership member, and the LDDA Executive Director, who will chair meetings in the absence of the Board-appointed chair.

**MARKET MANAGER:** The Market Manager, who reports to the Executive Director, shall have management responsibility for the operations of the Market. Responsibilities will include, but not be limited to allocation of Vendor spaces, supervision of Market during operating hours, recruitment of new Vendors, communication with Vendors and responding to their needs and inquiries, implementing and enforcing all rules pertaining to the running of the Market in a fair and equitable manner, liaising with City officials and the Downtown merchants as directed and required, finalizing contracts between Vendors and the LDDA, attending and participating in meetings of the DFCM Committee, creating an open and friendly atmosphere at the Market and implementing regular, ongoing special activities at the Market.

**HOURS OF OPERATION:** The DFCM shall be open every Saturday of the year (except when December 25 or January 1 falls on a Saturday and during the month of August) from 8:00 AM to 2:00 PM and every Wednesday of the year from 11 AM to 6 PM, except when December 25 or January 1 falls on a Wednesday and during the month of August. Vendors must vacate the Market area by 3:00 PM on Saturdays and by 7 PM on Wednesdays. The hours of operation may be changed, when required, at the discretion of the LDDA and/or at the request of the City. Where December 25 or January 1 falls on a Saturday, then the LDDA, in consultation with the DFCM Committee, has the option to open the Market on the previous Friday. As much notice as possible will be given to Vendors in these cases.

There are NO RAIN OUT REFUNDS. The Market will operate rain or shine. The Market Manager shall have the right to cancel any Market day for any reason on 48-hours notice to the Vendors. Shared marketing costs will be credited to Vendors as a result of such cancellations.

**VENDOR REQUIREMENTS AND REGULATIONS:** The Market Manager shall assign each Vendor a designated area to display and sell his/her merchandise. The sizes of areas are ten feet wide by eighteen feet (10' x 18') deep, though there may be variations in this format in certain areas of the Market. Vendors may be relocated to other areas at the discretion of the Market Manager. Vendors will not operate beyond the area assigned to them, except as pre-approved by the Market Manager at his/her discretion.

On signing this contract, each Vendor shall be responsible for providing all required documentations listed in the contract, including where applicable, a Florida Processed Food license number, and a Florida Sales Tax number. Food Vendors are required to have a Certificate of Comprehensive General Liability Insurance.

Vendors and their employees are NOT permitted to park their vehicles anywhere within the Market footprint. The Market Manager shall designate specific parking areas for Vendors' vehicles.

Each Vendor shall keep his/her designated area clean, safe and neat during operating hours of the Market. Each Vendor shall also be responsible for ensuring that his/her area is thoroughly cleaned at the close of the Market. All waste must be taken out by each Vendor individually. All areas must be kept in a safe condition and shall not create any hazardous conditions. All tents providing shade must be anchored on each leg by at least 15 lbs. of weight. Failure to have a designated area clean and safe may result, without limitation, in the LDDA hiring, at the Vendor's expense, an external supplier to clean up or repair any damage.

Vendor shall be responsible for the payment of his/her own taxes and license fees, including but not limited to sales tax payable to the Florida Department of Revenue. Vendors are responsible for obtaining required licenses and certificates from City and State authorities and for ensuring that the LDDA has copies.

The Market Manager shall assign Artisans' and product/food booth spaces on the same basis. Both types of booths will be interspersed throughout the Market.

Vendors may sell ONLY the product(s) agreed to and listed on the contract at its signing. Vendors are not permitted to change or add to products sold without prior approval by the Market Manager in his/her sole discretion. Any products offered for sale but not listed on the contract are subject to removal. Vendors are expected to be in the Market every Saturday and/or Wednesday as contracted, and to make arrangements for others to work their booths when they themselves are not available or are on vacation. When "others" are working a booth for a Vendor it is the Vendor's responsibility to make sure that the Market rules are understood and agreed to by that person.

If a Vendor knows he/she will not be present on a Market day, he/she must notify the Market Manager as soon as possible. Shared marketing costs are still payable, but may be waived at the discretion of the Market Manager.

**PRODUCE/FOOD VENDORS:** Produce sold at the DFCM must be fresh grown and may include, but is not limited to vegetables, plants, cut flowers, nursery products and any item that is grown or growing. Items directly related to the sale of such items such as pots, baskets, jams, jellies, breads, etc., may also be offered for sale in conjunction with produce. Items produced from produce or food items must be self-processed. Reselling of goods processed or manufactured by others is not permitted. The Market Manager may make exceptions in special circumstances. New produce/food Vendors will have their products reviewed by the Farmers Curb Market Committee who will make recommendations to the Market Manager.

**ARTISANS:** A prospective Artisan shall complete the DFCM application form. Artisans' work must be original art or applied crafts that are of high quality workmanship while avoiding too much duplication of any given category. It is preferred that arts and crafts should be handmade by the Artisan/Vendor. Work of artisans interested in selling in the Market for the first time shall be reviewed by the Farmers Curb Market Committee, who will make recommendations to the Market Manager.

**NOT-FOR-PROFIT ORGANIZATIONS:** A prospective not-for-profit organization shall complete the DFCM application form. Not-for-profits may apply to display or sell select products on a limited basis and/or apply for stall space to publicize their services and/or activities. The Market Manager may authorize such use of stall space on a week-by-week rotating basis. Application for such space shall be made in advance, at least one week before market day. Non-profit organizations must provide a Certificate of General Liability Insurance where required and appropriate based on risk and sign a "Hold Harmless Agreement." No items may compete with products offered for sale by produce or food Vendors or artisans unless the Market Manager has given prior approval. The not-for-profit organization shall provide all necessary furnishings for its space. Because a stall atmosphere is desired, a table and chair(s) with a tent to provide shelter from the sun are recommended. All not-for-profits, whether dispensing information or selling, must comply with the DFCM Rules and must occupy their space from 8 AM to 2:00 PM.

**ENTERTAINERS:** A prospective entertainer or person(s) offering a demonstration or other activity shall complete the appropriate application forms. All entertainers/demonstrators at the market must be pre-approved and scheduled by the Market Manager at least one week in advance. All performers or those providing demonstrations or other activities will be considered on a weekly and a rotating basis. There shall typically be no charge or payment to entertainers or those providing demonstrations or other activities for the enhancement of the DFCM, except at the discretion of the Market Manager. Entertainers and others conducting activities in the Market must complete an application form, comply with the Market Rules and provide a Certificate of General Liability Insurance where required and appropriate based on risk.

**TERMS OF AGREEMENT:** The term of this Agreement between Vendor and the LDDA shall commence upon full execution of the Agreement and shall terminate on September 30<sup>th</sup> of the fiscal year, subject to earlier termination as provided in this Agreement. While recognizing that special circumstances may force Vendors to be absent from the Market from time to time, the Market Manager retains the right to terminate this Agreement at his/her sole discretion. No terminations shall occur prior to the Market Manager delivering to Vendor a minimum of two written notices of violations that are not timely cured by Vendor. Vendors must ensure their areas are occupied every Market day, unless special arrangements have been made in advance and agreed to by the Market Manager, at his/her sole discretion.

**SHARED MARKETING COSTS:** Shared marketing costs shall be payable monthly in advance directly to the LDDA. Shared marketing costs may be paid by check through the mail addressed to:

LDDA  
228 S. Massachusetts Avenue  
Lakeland, FL 33801

or by cash or check in person to the Market Manager. The weekly rate for a regular space is sixteen dollars (\$16). Premium spaces under the cover of the building (no tent required) are \$25 each per week, and available on a first come, first served basis at the Market Manager's discretion.

Shared marketing costs will be due and payable on the first Saturday of each month regardless of whether the Vendor occupies the space. No refunds or credits will be given for non-occupancy. At the Market Manager's discretion, a Vendor may be allowed to pay for his or her space at an alternate time of the month or on a per-usage basis.

No Vendor shall assign or sublet his/her designated area without advance written consent of the Market Manager, in his/her sole discretion, which shall not unreasonably be withheld. Any approved assignment or sublease shall be with someone providing the same type of product as the Vendor. Any such assignment or subletting shall be allowed only as approved by the Market Manager and shall not be considered a full assignment or sublet of this Agreement.

**INSURANCE AND INDEMNIFICATION:** The Vendor shall indemnify and hold the LDDA, the City of Lakeland and the Market harmless from any and all actions, fines, suits, proceedings, claims, costs, damages, losses or expenses, including attorney's fees and costs, of any kind incurred by the LDDA, the City or the Market arising out of or in any way related to the Vendor's participation in the DFCM, or arising out of or occurring within the area comprising the DFCM.

The LDDA is not liable for any loss or damages caused by failure or delay in providing the site, any defect or deficiency in the site or any interruption of or other loss of use of the site. Unless waived or reduced by the LDDA based upon an assessment of the risk, all food/produce Vendors are required to deliver to the LDDA at the signing of this Agreement and annually thereafter, a copy of their current annual Comprehensive General Liability insurance certificate covering operations and products with limits not less than Five Hundred Thousand (\$500,000.00) per occurrence/One Million (\$1,000,000.00) dollars aggregate, naming the LDDA and the City of Lakeland as an additional insured. Unless waived or reduced by the LDDA based on an assessment of the risk, Artisan Vendors are required to deliver to the LDDA at the signing of this Agreement and annually thereafter a copy of their Comprehensive General Liability insurance certificate covering operations and products with limits not less than One Hundred Thousand (\$100,000.00) dollars per occurrence and Three Hundred Thousand (\$300,000.00) dollars aggregate, naming the LDDA and the City of Lakeland as an additional insured.

**VIOLATION OF AGREEMENT/RULES:** Vendor shall acknowledge receipt of a copy of the rules and regulations governing the Market and his/her agreement to comply with same by signing the form found at Appendix 1. Anytime the rules are changed, a new copy of the rules and a form to acknowledge receipt of revised rules will be given to all Vendors. The Market Manager is responsible to interpret, implement and enforce this Agreement and all rules

pertaining to the running of the Market in a fair and equitable manner. The Market Manager has the authority to issue warnings and take appropriate action against participating Vendors who violate this Agreement or the Rules and all other applicable regulations and laws. The Market Manager has the power to immediately suspend or remove any Vendor for any health, safety and liability risks caused by any single violation. In other circumstances, a Notice of Violation (Appendix 2) will be issued. If a Vendor receives three (3) notices, he/she will be asked to and shall vacate the DFCM.

**TERMINATION:** In the event the Vendor shall fail to conform to any of the terms, covenants and conditions of this Agreement, the DFCM Rules or other rules, as may be made from time to time, the LDDA shall have the right to immediately terminate Vendor's rights without thereby waiving any other rights and remedies the LDDA may have concerning the Vendor. Any Vendor not in compliance with this Agreement or the Rules may be asked to leave the DFCM premises immediately.

In the event the LDDA's right to use the premises comprising the DFCM shall be terminated or abridged, regardless of the reason, the LDDA shall have the right to discontinue the DFCM, giving as much notice as possible.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**VENDOR:**

**THE LAKELAND DOWNTOWN  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Jim Luna, Market Manager**

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**BUSINESS NAME:** \_\_\_\_\_

**PRIMARY CONTACT(S):** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PRODUCTS TO BE SOLD:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Appendix 1

**ACKNOWLEDGEMENT OF RULES AND REGULATIONS**

Vendor acknowledges receipt of and agrees to comply with each and every rule, procedure, and term and condition set forth in the Downtown Farmers Curb Market Rules.

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**REQUIRED VENDOR INFORMATION**

**PLEASE PRINT:**

Vendor's Business Name: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Product(s) for sale: \_\_\_\_\_

\_\_\_\_\_

Where / how is this product produced? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Space requested:

# of stalls \_\_\_\_\_  
(Check One) Full Time \_\_\_\_\_ Seasonal \_\_\_\_\_

Special Requirements: \_\_\_\_\_

\_\_\_\_\_

Vendor must submit copies of all applicable licenses and insurance certificates.

City Business License Number: \_\_\_\_\_

Florida Sales Tax Number: \_\_\_\_\_

Florida Processed Food License Number (if applicable): \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

Insurance Company Telephone Number: \_\_\_\_\_

Comprehensive General Liability Policy Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Date