



**Holiday Center Farmers Market – Fall 2019
Vendor Contract**

This Vendor Contract, made on this _____ day of _____, 2019, by and between the Holiday Center, hereinafter referred to as “HC”, and _____, hereinafter referred to as “Vendor” or “you”, sets forth the entire agreement of the parties relative to the Fall 2019 Holiday Center Farmers Market (“Market”).

Schedule

1. Market will begin on Tuesday, October 1, 2019. Market hours are 11:00am until 1:00pm with the market location at 207 West Superior Street in the **Skywalk of the Holiday Center**. See the full schedule below. 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.
2. Market hours will be 11:00am – 1:00pm. To accommodate an orderly set up, --- Anchor Vendors are allowed to arrive and begin unpacking no earlier than 9:45am, part time and weekly vendors can begin setting up no earlier than 10:15am. All vendors will remain open until 1pm and vending only from their booth. Selling can begin at 10:50am. Advertising will state the Market opens at 11:00am.

__ October 1 st	__ October 29 th	__ November 26 th
__ October 8 th	__ November 5 th	__ December 3 rd
__ October 15 th	__ November 12 th	__ December 10 th
__ October 22 nd	__ November 19 th	__ December 17 th

Costs

1. Vendor booth sizes cannot be larger than 10’ x 10.’
2. You and your business are responsible for taxes paid on items sold at the Market.
3. The cost of one (1) booth to vend at the Market varies upon number of weeks committed. Discounts will be offered for the full payment in advance to **Anchor** and **Part Time** vendors. Single Week – please submit your applications to reserve your space. Payments are due prior to the opening of each market day.
4. Vendor fees are as follows (due prior to market day opening):
 - a. Anchor - \$180 – Payment due prior to market opening on October 1.
 - b. Part Time (5 week minimum) - \$20 per week – payment due prior to market opening first day registered.
 - c. Per Week - \$25 – payment due prior to market opening each day registered.
5. Space is limited and will be assigned on a first come, first serve basis.

Reimbursement/Cancellation Policy

1. All paid monies are non-refundable unless specifically stated otherwise in this Contract.
2. Vendors must be set up to take sales from 11am to 1:00pm – No Exceptions (unless special permission was given by HC staff). Anchor Vendors arrive to set up between 9:45am and 10:15am, part time and weekly vendors arrive to set up between 10:15am and 10:45am. To be fair to all participants – Market sales are advertised to begin at 11:00am.
3. Vendors must come prepared with enough products to remain open until 1:00pm. If a vendor sells out of its product, it must remain open until 1:00pm (closeout time) in order to present a full market.
4. Booth availability and special requests are considered on a first-come, first-serve basis.

5. Each vendor MUST provide everything it will need for its own booth. If you need HC to provide a table, please notify Jennifer the Friday prior to your registered market day to allow time for notifications and set up through HC and Clean & Safe.
6. A sign or banner with your business name is recommended so that customers know whom to look for when they return for more business. The signs/banners are to be affixed to your table and sandwich boards are allowed at your booth space. Business cards and other marketing materials are also highly recommended.
7. There is very limited electricity for vendor usage. If you need electricity for your booth, specify your request and what you will use electricity for in the space provided in the attached form. Please note that electricity is not guaranteed just because you requested it.

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. 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 HC are for attendees' use and are not intended to handle vendor-generated trash. Bring a broom and dust pan to clean your area during and after Market hours to keep the Market user-friendly.
3. 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 Market organizer AT LEAST 1 WEEK NOTICE so that HC may attempt to fill your space from the waiting list. If you provide such notice at least one week in advance, and HC 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 HC staff member know of your absence as early as possible so that HC 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. The HC or any associated businesses or sponsors are not responsible for any accidents that occur as a result of your participation in the Market.
3. The HC 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 authorized vendors participating in the Market shall be individually and severally responsible to the HC 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 the HC harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the HC by reason of any vendor's negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible or required to indemnify the HC for negligence of the City of Duluth, its servants, agents or employees. No insurance is provided by the HC to participants in the Market.
5. Entire Agreement – This Vendor Contract constitutes the entire agreement between HC and the Vendor and supersedes all prior agreements, understandings, and negotiations, both written and oral, between HC and Vendor. No representation, inducement, promise, condition or warranty not set forth herein has been made or relied upon by any party hereto.
6. Choice of Law – This Vendor Contract, and all questions concerning its construction, interpretation, validity and enforceability, shall be governed by the law of the State of Minnesota.
7. Force Majeure – Neither HC 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.
8. Severability – HC 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.

9. 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 HC 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.

10. Vendor shall purchase at its own expense public liability insurance in the amount of \$1,000,000.00 and shall provide satisfactory evidence thereof to HC. The Certificate of Insurance shall list HC as the Certificate Holder.

11. If you have any questions, please contact:

Barb Perrella
(218) 606-1792
Barb@FirstPropertiesDuluth.com

or

Jennifer Johnson
(218) 606-1779
Jennifer.Johnson@LionHotelGroup.com

Mail completed application and contract with payment (payable to **Holiday Inn & Suites**) to:

Labovitz Enterprises
227 W. First St., Ste. 950
Duluth, MN 55802

Signed this _____ day of _____ (month) _____ (year).

Vendor

Holiday Center