



**TERMS AND POLICIES OF THE
2010 CONTRACT FOR VENDING IN THE LAFAYETTE FARMERS' MARKET
AND/OR THE PURDUE FARMERS' MARKET**

In consideration of the opportunity to license stall space(s) and vend in 2010 in the Lafayette Farmers' Market (the "Lafayette Market") and/or in the Purdue Farmers' Market (the "Purdue Market"), Greater Lafayette Commerce ("GLC") and the Vendor (the "Vendor"), by signing the attached Contract, agree to the following terms and policies:

1. ADMINISTRATION AND TIMES OF OPERATION

GLC shall administer the Lafayette Market as an agent of the City of Lafayette (the "City"), and shall administer the Purdue Market as an agent of Purdue University ("Purdue"). GLC, with advice from the City and Purdue, and from elected representatives of the Market Vendors, shall determine all Market policies and set all fees. "Market" refers to both the Lafayette Market and the Purdue Market. GLC shall hire and supervise an on-site Market Master, who will oversee the daily Market operations and collect all daily fees, assign all daily vending spaces, and disqualify Vendors for violations of terms and/or policies set forth in this contract. All Vendor concerns or questions regarding operation of the Market are to be directed to the Market Master or Vendors' Representative.

The Lafayette Market will operate each Tuesday and Saturday from May, 2010 through October, 2010 (the end of the season) in downtown Lafayette, and on each Thursday from May, 2010 through October, 2010 (the end of the season) in the Dauch Alumni Center parking lot at the corner of Wood and Sheetz Streets on the Purdue University campus in West Lafayette. The times of operation of the Market will be as follows:

Tuesdays – 7:30 a.m. - 12:30 p.m. Thursdays – 3:00 p.m. - 6:30 p.m. Saturdays – 7:30 a.m. - 12:30 p.m.

GLC reserves the right to change Market hours as needed. The Market will close at 12:00 noon for the annual Uptown Jazz and Blues Festival August 28, 2010. Vendors will be required to vacate the Market by 12:30 p.m. that day.

GLC and the City reserve the right to terminate the Lafayette Market or to change the times, dates, locations, and/or policies relating to the Lafayette Market. GLC and Purdue reserve the same rights with respect to the Purdue Market.

2. PRODUCE AND PRODUCTS

Vendor shall only sell products primarily produced by Vendor. Products sold must fall within one or more of the following six categories. All products must be clearly labeled to show which category they fall within. Products (other than Concession) that were not produced by Vendor; must be legibly labeled as such, with their places of origin clearly marked. Laminated signage is available through the Market Master. GLC will provide signs for Concessions to Vendors. The price of all precuts must be clearly indicated. The Market Master may ask Vendors who do not provide adequate labeling to vacate the premises.

The six categories are as follows:

- A. Home Grown/Processed Farm Fresh by the Vendor: fresh and unpackaged, home grown vegetables, fruit, nuts, cut flowers; potted plants and herbs (annuals and perennials); and dried flowers; along with fresh, home grown food products, minimally processed and packaged in new containers by the Vendor such as honey, other syrups, jellies, jams, preserves, baked goods, persimmon pulp, dried spices and herbs, flour, cornmeal, unpopped popcorn, seeds, home canned produce, cider and other pressed juices, dairy products, and vinegars.
- B. Organically Home Grown/Processed Farm Fresh by the Vendor: any of the produce or products described in (A) and organically grown on Vendor's own farm. All the products sold are organically grown. To sell in this category, Vendor must be listed as an "organic farmer" with the appropriate state department in Indiana or the state of his/her residence.
- C. Other Indiana Farm Produce or Products: any of the produce or products described in (A) or products for sale or those obtained for resale from other farms or commercial businesses within Indiana, such as local commercially made bakery or similar items.
- D. Other Farm Produce or Products from Outside Indiana: any of the produce or products described in (A) for sale or obtained for resale from outside of Indiana.
- E. Concessions: food and/or beverages for sale and immediate consumption at the Market. Note: all non-dairy cold beverages sold at the Purdue Market must be Coca-Cola® products unless Vendor obtains prior written approval from Purdue to sell non-Coca Cola® products.
- E. Arts/Crafts/Misc.: handmade or other products which have been juried by GLC will be permitted in the Lafayette Farmers' Market if space is available. Vendors who have a storefront business will also be permitted to vend if approved by GLC.

Alcohol is **not** allowed to be sold or sampled on the Purdue campus.

Notwithstanding any other provision in these Terms and Policies, Vendors may not sell any of the following at the Purdue Market: any soaps, lotions, perfumes, bath salts or other cosmetic products.

Notwithstanding any other provision in these Terms and Policies, Vendors may not sell any of any products or goods at either the Lafayette Market or the Purdue Market that include or embody any Purdue trademark, service mark, trade name or other Purdue intellectual property unless properly licensed.

3. VENDOR REQUIREMENTS AND OBLIGATIONS

Vendors must permit periodic on-site inspections of his/her farm/business location by GLC personnel and/or the Market Master, Vendors' Representative, or agents to verify the designated category.

Except on Saturdays, Vendors may have access to their space(s) beginning one hour before the starting times specified above in Section 1, and must vacate the premises by no later than 30 minutes after the ending times specified above in Section 1.

All vendors must be in their assigned space(s) by 7:00 a.m. on Saturdays at the Lafayette Market. If a Vendor is not in his or her assigned space by 7:00 a.m. on Saturday at the Lafayette Market, the Vendor must park off-site and carry items to their assigned space(s). For the Purdue Market, all vendors may have access to their space(s) beginning at 1:30 p.m. on Thursdays. They must vacate the premises by 7:30 p.m. on Thursdays. These times must be adhered to. For safety reasons, on Saturdays and Thursdays, early take-down and departure before closing time will **not** be allowed. Exceptions may be made in case of emergency (see the Market Master).

Each Vendor **must** have a Contract and required paperwork (see below) on file with GLC and have fees paid up to date. Vendors are required to set up their display each day they offer goods for sale at the Market. They are to be present and selling at their space(s) during the time their goods are offered for sale. Vendors may not share their stall space with others without the expressed written consent of GLC. However, they may assign persons to assist them. Vendors retain full and exclusive responsibility for their Market space(s), including the sales that occur there and the actions of Vendor's assistants.

In addition to any other requirements or limitations specified herein, Vendors specifically agree to the following limitations on their participation in the Market:

- a. Vendors must, at the time of submitting to GLC a completed **Vendor Agreement**, submit to GLC **certificates of insurance** evidencing adequate insurance to operate such vehicles as are needed to vend at the Market and adequate insurance to do business in the State of Indiana (**general liability and proof of vehicle insurance**). All such certificates must be submitted not less than one full calendar week prior to the date of a vendor's participation in the Market. GLC reserves the right to reject or terminate any Vendor's Agreement if either GLC or Purdue determines in its sole and absolute discretion that Vendor's coverage is inadequate.
- b. Vendors selling product that requires sales tax must also submit a **Registered Retail Merchant Certificate**, a copy of which can be obtained from the Indiana Department of Revenue.
- c. Vendor acknowledges and agrees that, in addition to any limitations specified herein, the City or Purdue may, in their sole and absolute discretion, prohibit a vendor from participating in the Market or prohibit the sale of certain products at the Market. Accordingly, Vendor acknowledges and agrees that GLC and/or the Market Manager, on behalf of the City or Purdue, may limit or terminate any Vendor Agreement if the City or Purdue determines in its sole and absolute discretion that the Vendor may not participate in the Market or that particular types of products may not be sold at the Market.

The Tippecanoe County Department of Health requires each Vendor selling potentially hazardous food to be a certified food handler. If applicable, this permit must be obtained and in good standing prior to the start of the season. The cost of said permit will be the responsibility of the Vendor. Kitchens will be inspected and Vendors will also be inspected at the Market. Unreserved Vendors selling on a daily basis that fall into this category will also need a permit before selling at the Market.

Tippecanoe County Board of Health requires food items be at least 6" off the ground.

Vendors cooking on-site must keep a fire extinguisher visible and accessible at all times.

All Vendors must dress appropriately, including shoes and shirts.

There will be **no smoking** by Vendors in any stall spaces or the Market area.

No animals by patrons or vendors are allowed in the Farmers' Market area. Exceptions will be made for only for those with disabilities.

Vendors must keep a watchful eye on their children at all times during the Market day. Children should not be allowed to wander the Market area without a parent or guardian. GLC, the City, Purdue, and the Market Master assume no responsibility for the safety or whereabouts of the participants or their children.

GLC, as agent for the City or Purdue, will invite Vendors to participate in the Market. All goods offered for sale must be in sound condition. All edible goods must be safe for human consumption. The Vendor is solely responsible for any damages resulting from the sale of unsound or unsafe goods. The Market Master is authorized to require a Vendor to immediately remove any low quality merchandise from the Market, and/or to

vacate the Market, and/or remove a Vendor permanently if, for any reason, that Vendor is not making a significant contribution to the Market. GLC, the City, and Purdue have the sole discretion to determine who may participate and sell at the Market.

Women, Infants and Children Nutrition Program (WIC) regulations must be observed by all Vendors registered with the WIC Program. Vendors shall provide proof of WIC registration to GLC. WIC may be on-site during Market days and may rotate where they set up throughout the Market area.

Vendors are required to maintain their space(s) in a clean, safe, and sanitary manner, including protecting the pavement from oil or fuel drips from any part of the Vendor's vehicle. This includes hauling away any trash or garbage that is generated in or around the booth and sweeping up any product debris left on the ground.

Vendors are not permitted to dispose of produce waste, override or leftover produce or boxes in any on-site or off-site garbage cans or dumpsters surrounding the Market site. If Vendor is using cups, etc. for sampling purposes, they must supply their booth with a small trash can or attach a small garbage bag to their booth for their customers. Vendors should bring their own brooms and dust pans.

4. VENDOR REGISTRATION

Frequent seller Vendors, those who plan to vend one to three times per week throughout all or most of the Market season must deliver a signed Contract to GLC and pay the prescribed fees before March 19, 2010 or as otherwise noted (see fee payments in #6). This Contract is valid for the Market season in the year 2010. Vendors with more frequent usage will be assigned priority spaces. Vendors with less frequent usage will be assigned available spaces upon arrival to the Market.

A Vendor desiring to vend periodically (less than the full season) must deliver a signed Contract to GLC at least one week (seven days) before the first day he or she plans to vend in the Market. No Vendor will be allowed to vend on a given day unless the contract and certificate of insurance have been submitted to GLC at least seven days before the day of vending and the Market Master has been notified by GLC. These Vendors will be assigned one Market space on each day they vend by the Market Master. The Vendor will pay the Market Master the daily fee for the space(s) used that day.

Any Vendor selling produce purchased elsewhere must hold all appropriate licenses as required by the City, Purdue, the County and/or the State. Any Vendor selling processed foods/ beverages is responsible for compliance with all City, Purdue, County and/or State regulations regarding the processing and/or sale of such goods.

5. ASSIGNMENT AND LIMITS OF SPACES

Seasonal vending spaces will be allocated in advance of the opening of the Market by GLC according to the procedure outlined in No. 4. Daily spaces will be assigned by the Market Master. Spaces during the week will also be assigned by the Market Master. Any spaces not occupied within half hour of Market opening may be made available to daily Vendors for that day at the discretion of the Market Master. No portion of the prepaid fee of an assigned Vendor who was not present and on time will be refunded. If, for reasons beyond the control of GLC, the City, Purdue and/or the Market Master, one or more assigned spaces become unavailable, the Market Master, GLC, the City and/or Purdue will make every attempt to reassign the Vendor(s) to another market space.

6. RENTAL FEES

All 2010 fees are non-refundable and are assessed on a schedule listed below.

Each Vendor shall pay the following fees per concession category:

	Initial Space	Additional Space
All Season	\$300	\$300
Anchor Space	\$375	\$300
Daily Fee – Tues. & Thurs.	\$15/day	\$15/day
Daily Fee – Saturday	\$30/day	\$30/day

Payment for the season may be made by check payable to GLC, in full by March 31, 2010, or one-half (1/2) by March 31, 2010 with the final payment due by May 1, 2010.

Vendors who will vend for less than a full season must pay the daily rates.

Vendors must make payments for daily fees on the day of use to the Market Master using checks payable to GLC.

7. EQUIPMENT AND SUPPLIES

Every Vendor selling any article by weight or measure, at the Market, shall contact Tippecanoe County Weights and Measures (765/423-9794) to arrange for their scales to be inspected. All scales **must** be certified and approved for commercial sales prior to vending at the Market.

At the Lafayette Market: On Tuesdays, each Vendor at the Lafayette Market may supply a stand, counter or tables not to exceed the width of his or her stall space(s) and these, including products, tents, and displays, are allowed only up to the brick line adjacent to the sidewalk. The back or tailgate of a truck or wagon may be used in addition or in place of the above but must be placed in the street next to the curb. This will be enforced and failure to comply may result in the Vendor being barred from participating in the Market. The sidewalk must be kept clear for pedestrian use. Space must be available from the street to reach the sidewalk in each stall space so as not to encroach into an adjoining stall space. Umbrellas or other weather protective devices may be supplied by the Vendor, who is solely responsible for damages or personal injuries resulting from the use thereof. Produce and products are to be marketed from the street side of the sidewalk only. Produce and products marketed from stalls are to be marketed, shown, or placed next to or on its presenting vehicle, counter, table(s), or the street, as directed by the Market Master. On Saturdays, Vendors at the Lafayette Market will be selling from the street as prescribed by the Market Master.

At the Purdue Market: Vendors may supply a stand, counter or tables not to exceed the width of his or her stall space(s) and these, including products, tents, and displays, are allowed only up to the stall space area as prescribed by GLC. The back or tailgate of a truck or wagon may be used in addition or in place of the above but must be placed in the parking lot next to the curb. This will be enforced and failure to comply may result in the Vendor being barred from participating in the Market. Any sidewalk must be kept clear for pedestrian use. Space must be available from the parking lot to reach the curb/sidewalk in each stall space so as not to encroach into an adjoining stall space. Umbrellas or other weather protective devices may be supplied by the Vendor, who is solely responsible for damages or personal injuries resulting from the use thereof. Produce and products are to be marketed from inside the parking lot only. Produce and products marketed from stalls are to be marketed, shown, or placed next to or on its presenting vehicle, counter, table(s), or the street, as directed by the Market Master.

8. VENDOR PARKING

At the Lafayette Market: On weekdays, all cars, trucks, pickups, vans, wagons, and/or other vehicles in which goods are transported to the Lafayette Market for sale shall be parked in the assigned stalls with their rear end toward the sidewalk on the west or east sides of 5th Street between Main and Columbia Streets as noted in No. 7, unless directed differently by the Market Master. The rear wheels need to be securely blocked. Vendors with

stalls located in the center of 5th Street are to park and secure their vehicles in accordance to directions of the Market Master. Vehicles which are too long for proper parking in the assigned stalls must be unloaded and parked in the City Garage at the owner's expense. (Parking in the City Garage on Saturday is free. The spaces marked reserved are available to Vendors and customers on Saturdays.) On Saturdays, depending on a Vendor's assigned space(s) at the Lafayette Market, Vendor's will be instructed by the Market Master how to park.

At the Purdue Market: On weekdays all cars, trucks, pickups, vans, wagons, and/or other vehicles in which goods are transported to the Market for sale shall be parked in the assigned stalls with their rear end toward the inside of the parking lot unless directed differently by the Market Master. The rear wheels need to be securely blocked. Vehicles which are too long for proper parking in the assigned stalls must be unloaded and parked in the gravel lot just south of the Dauch Lot on Sheetz Street.

9. MARKET MASTER

The Market Master's job is to implement Market policies. This includes overseeing Market set-up, booth assignments, collection of fees, providing information on Market policies, and assuring Vendor compliance with all Market policies. The Market Master will make booth assignment decisions based on available space in the Market. The Market Master has complete authority to interpret and implement policy on the Market site, including the authority to rescind booth space for just cause. Vendor grievances are to taken directly to the Market Master who will contact GLC or they can be submitted in writing to GLC, P.O. Box 348, Lafayette, IN 47902-0348.

10. BREACH OF CONTRACT

A violation of any provision of this Contract, at any time, shall constitute a Breach of Contract and a default by the Vendor. The Market Master has full and complete authority to request that the breach be corrected immediately. If the breach is not corrected immediately, the Market Master shall notify GLC in writing. GLC will take appropriate action, up to and including barring the Vendor from further participation in the Market. If the latter action is taken by GLC, there will be no refund of any payment already paid by the Vendor to GLC for vending privileges. If a Vendor is asked to leave by GLC for reason of a Breach of Contract, that Vendor will not be allowed to return for the rest of the 2010 Market season. However, the Market Master may IMMEDIATELY TERMINATE a Vendor's Contract if it is determined that a product or products labeled or sold as enumerated in Section Two (2) of this Contract is deemed to be not in compliance with these requirements or any other in this Contract.

11. COVENANT NOT TO SUE AND RELEASE OF ALL CLAIMS

Each Vendor at the Lafayette Market, on behalf of himself, herself, or itself and his/her/its dependents, employees and agents, unconditionally promises not to assert or file, and hereby unconditionally releases, any action or suit at law or in equity alleging personal or bodily injury, death, or property damage in connection with or as a result of any activity under or in connection with this Contract, against (i) GLC or GLC's directors, officers, employees or agents, (ii) the City or the City's officers, employees or agents, or (iii) Coldwell Banker/The Shook Agency, Bistro 501, The Historic Lahr Apartments, the Knickerbocker, Roth Florist, Legal Aid Corporation of Tippecanoe County, Mulhaupt's, Inc., Altman Investments, Salin Bank, Marquis Doll Museum & Restoration, Regions Bank, Sunrise Diner or (iv) any other property or area that is designated for vendor use and any other adjacent property owner, tenant or business, regardless of the negligence or other fault of any of the foregoing.

Each Vendor at the Purdue Market, on behalf of himself, herself, or itself and his/her/its dependents, employees and agents, unconditionally promises not to assert or file, and hereby unconditionally releases, any action or suit at law or in equity alleging personal or bodily injury, death, or property damage in connection with or as a result

of any activity under or in connection with this Contract against Purdue or Purdue's trustees, officers, employees or agents, regardless of the negligence or other fault of any of the foregoing.

This Section 11 shall survive any termination of the Contract.

12. INDEMNIFICATION

Each Vendor at the Lafayette Market agrees to fully indemnify and hold (i) GLC and GLC's directors, officers, employees and agents, (ii) the City and the City's officers, employees and agents, and (iii) Coldwell Banker/The Shook Agency, Bistro 501, The Historic Lahr Apartments, the Knickerbocker, Roth Florist, Legal Aid Corporation of Tippecanoe County, Mulhaupt's, Inc., Altman Investments, Salin Bank, Marquis Doll Museum & Restoration, Regions Bank, Sunrise Diner or (iv) any other property or area that is designated for vendor use and all other adjacent property owners, tenants, and businesses, harmless from any and all claims asserting liability, loss, bodily injury, death, or property damage, including settlements, judgments, and reasonable attorney fees and litigation expenses, arising from or related in any way to Vendor's participation in the Lafayette Market, regardless of the negligence or other fault of any of the indemnified persons or parties.

Each Vendor at the Purdue Market agrees to fully indemnify and hold Purdue and Purdue's trustees, officers, employees and agents harmless from any and all claims asserting liability, loss, bodily injury, death, or property damage, including settlements, judgments, and reasonable attorney fees and litigation expenses, arising from or related in any way to Vendor's participation in the Purdue Market, regardless of the negligence or other fault of any of the indemnified persons or parties. .

This Section 12 shall survive any termination of the Contract.

13. EVENTS AND PROMOTIONS

Vendors will cooperate with GLC and/or it's designees in conducting promotions and events to attract additional customers and to add to the atmosphere of the Market.

PLEASE NOTE: This signature page *must* accompany all necessary paperwork
(Certificate of Insurance showing general liability and proof of vehicle insurance, and also
a Registered Retail Merchant Certificate if sales tax applies to your product!

**2010 CONTRACT FOR VENDING IN THE LAFAYETTE FARMERS' MARKET
AND/OR PURDUE FARMERS' MARKET**

Vendor's Name

Name of Business

Home / Business Telephone Number(s)

Fax Number

Email Address

Mailing Address

Home Address (if different from above)

Type(s) of produce/products Vendor expects to sell at the Market in 2010:

Reserved Vendors (not Daily): Please use the back or a separate sheet of paper to write a statement(s) about your product(s) that you would like to include on our website (www.LafayetteFarmersMarket.com).

Vendor Category or Categories (Check one space)-(See #2 under "Terms and Policies..."):

(A) (B) (C) (D) (E) (F)

CSA Participant? Y N

WIC Program Registration No. _____ Assigned Space(s) No. _____ (to be completed by GLC)

I plan to participate as a Vendor (Check one space):

All Season – T, Th & Sat. All Season - T, Sat. All Season – T All Season – Th All

Season – Sat. All Season - T, Th All Season – Th, Sat.

Daily - T, Th, Sat. Daily – T, Sat. Daily - T Daily - Th Daily – Sat

Daily – T, Th Daily - Th, Sat.

I plan to participate: All Season May June July Aug. Sept. Oct.

My payment is enclosed in-full I will pay ½ by March 31, 2010 and ½ by May 1, 2010

I will pay daily (for occasional Vendors only)

I give GLC permission to release my contact information to customers interested in contacting me for information and or special orders. yes no

This 2010 CONTRACT FOR VENDING IN THE LAFAYETTE FARMERS' MARKET AND/OR THE PURDUE FARMERS' MARKET is entered into and agreed upon, with the Vendor having fully read and being in full agreement with the attached "Terms and Policies ...", as of the _____ day of _____, 2010. I affirm under penalties of perjury that I have been provided and agree to be fully bound by the Terms and Policies of the 2010 Contract for Vending in the Lafayette Farmers' Market and/or Purdue Farmers' Market.

Vendor Signature

GLC Signature

Vendor (Print Name)

GLC (Print Name)