

## 2019 Vendor Agreement

This Vendor Agreement (this "Agreement") is entered into as of \_\_\_\_\_ by and between Vancouver Farmers Market Association ("VFMA") and the undersigned vendor ("Vendor").

Vendor is a member of the VFMA and will be a vendor at the Vancouver Farmers Market (the "Market") during the 2019 season. In order to participate in the Market, Vendor agrees to the following terms and conditions:

1. Vendor will exercise the utmost care in the use of facilities and properties of VFMA and the City of Vancouver.
2. Vendor must comply with the VFMA Vendor Handbook.
3. Vendor must comply with all applicable local, state, and federal laws and regulations, including without limitation labor laws.
4. If Vendor initiates a legal action, arbitration, or other proceeding of any kind against VFMA, Vendor's rights and privileges of membership in VFMA and Vendor's right to vend at the Market will automatically be revoked until such proceeding has concluded. Upon conclusion, Vendor may reapply for membership in the VFMA by submitting a written request to VFMA's board of directors.
5. If Vendor desires to erect canopies or umbrellas at the Market during the normal period of Market operation (which includes the set up and break down period), such canopies must be sufficiently and safely weighted or anchored to the ground at all times. If Vendor fails to properly anchor or security the canopies, Vendor will not be allowed to sell at the Market on that market day, unless Vendor chooses to take down and stow away any canopies.
6. If Vendor sells items eligible for food stamp purchase, Vendor must participate in the USDA Food Stamp Program (the "Program"). If Vendor does not sell such items, Vendor is strongly encouraged to participate to avoid customer confusion. All Market vendors will abide by the rules of the Program. Vendor will abide by the Program rules. Vendor may NOT set a minimum purchase requirement or charge sales tax and NO cash can be given as change for the Program tokens. Tokens can be used to provide change for green \$5 tokens and blue \$10 tokens, but only red \$1.00 tokens can be given as change for blue \$10.00 tokens. Vendor also understands that a 3% service fee will be charged based on the total value of green \$5.00 tokens redeemed and that this service fee does not apply to red \$1.00 tokens or blue \$10.00 tokens. Vendor will be reimbursed by check, in accordance with the published Program guidelines, for the tokens turned in for redemption less the applicable servicing fee. Tokens cannot be used to pay any other financial obligations that Vendor owes VFMA. Service fees will be rounded to the nearest cent. VFMA's board of directors reserves the right, at its sole discretion, to make changes to the administration of the Program a necessary to alleviate deficiencies or comply with federal, state, and local laws and regulations applicable to VFMA and the Market. The Program rules are summarized below:

### USDA SNAP (FOOD STAMP) PROGRAM RULES

Households **CAN** use SNAP (food stamp) benefits to buy all foods intended to be eaten at home including:

1. Breads/cereals, dairy products, meat, fish, poultry, fruit and vegetables.
2. AND nonalcoholic beverages, snack foods, soft drinks, candy and ice.

Households **CANNOT** use SNAP (food stamp) benefits to purchase:

1. Beer, wine, liquor, tobacco, or cigarettes
2. Foods that are hot at the point of sale
3. Foods to be eaten at the Market
4. Vitamins or medicines
5. Pet foods
6. Nonfood items such as tissues, soaps, cosmetics or other household goods

7. If Vendor fails to comply with this Agreement or Vendor Handbook, VFMA reserves the right to revoke Vendor's membership. If Vendor's membership is revoked, VFMA will return Vendor's rental fee in full, and Vendor must promptly vacate the premises of the Market. Upon failure to so vacate, VFMA is authorized to remove all property of Vendor from the premises at Vendor's expense. VFMA is relieved and discharged from any and all losses or damage occasioned from such removal. VFMA shall not be responsible for storage or safekeeping of property so removed.

8. During the 2019 market season, Vendor must maintain in full force and effect general commercial liability insurance. The limits of such insurance will be not less than \$1 million per occurrence and \$2 million in the aggregate. Vendor's insurance must name VFMA as a primary additional insured. Vendor must submit certificates of such insurance policy to VFMA upon VFMA's

request. Vendor's insurance shall require that VFMA be afforded at least 30-days' advance written notice in the event of any material change, expiration, cancellation or termination thereof.

9. Vendor is not an agent, representative or employee of VFMA. Vendor does not have any authority to and will not represent VFMA or the Market in any capacity or use VFMA's or the Market's name in any news release, speech, website, or any form of communication without prior written explicit permission of VFMA's board of directors.

10. Vendor will indemnify and hold harmless the City of Vancouver and the VFMA and their respective officers, directors, employees, and agents for all claims, actions, judgments, losses, costs, attorney fees, and damages whatsoever ("Claims"), including Claims arising by reason of accident, injury, or death caused to persons or property of any kind, arising out of, in connection with, or incident to Vendor's participation in the Market arising out the setup of, sale or supply of any products presented at the Market by Vendor, or the acts or omission of Vendor or any of its employees or agents, except those Claims caused solely and directly by the negligence of VFMA or the City of Vancouver.

11. Vendor agree to assume, and hereby assumes, all liabilities and responsibilities, financial and otherwise, for Vendor's participation in and with the Market. In consideration of the services rendered by VFMA, Vendor waives any and all Claims, actions, or demands of any nature, foreseen or unforeseen, that Vendor may have against VFMA.

12. This Agreement is personal to Vendor and Vendor may not assign this agreement or any of its rights or obligations, in part or in full. Any such assignment by Vendor will be null and void.

13. The validity, interpretation, and performance of this Agreement shall be governed by the laws of Washington, without regard to conflicts of laws principles.

14. Any proceeding to enforce this Agreement or enjoin its breach is to be brought against any of the parties in a court located in Clark County, Washington, and each of the parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

15. In the event of any litigation or other proceeding arising hereunder or between the parties, the prevailing party shall be entitled to recover attorney fees and other costs, including costs of appeal. For purposes of this agreement, "prevailing party" means the party that prevails (whether affirmatively or by means of a successful defense) with respect to claims having the greatest value or importance as reasonably determined by the arbitrator or court.

16. Vendor understands that Vendor is signing this Agreement as a part of the application process and unless and until VFMA accepts Vendor's application, this Agreement is not binding on either party. If and when VFMA accepts Vendor's application, this Agreement becomes binding on both Vendor and VFMA and VFMA will provide Vendor with a fully executed copy of this Agreement.

**By signing below, Vendor certifies that Vendor has had a reasonable opportunity to read and understand this Agreement and the VFMA Vendor Handbook. Vendor agrees to abide by the provisions of this Agreement and the Handbook, and Vendor understands that failure to do so may result in the termination of Vendor's status as a Market vendor and membership in VFMA. Vendor agrees that this Agreement represents the sole and complete contract between the VFMA and Vendor on the subject matter contained herein.**

**Vendor's Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Cell: ( ) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Vendor prefers official notices by \_\_\_\_\_ Mail \_\_\_\_\_ Email

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

Vendor's Legal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Vancouver Farmers Market Association:** \_\_\_\_\_ Date: \_\_\_\_\_

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