



## 2019 DOWNTOWN FARMERS' MARKET VENDOR CONTRACT

This Vendor Contract, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Greater Downtown Council, hereinafter referred to as "GDC", and \_\_\_\_\_, hereinafter referred to as "Vendor" or "you", sets forth the entire agreement of the parties relative to the 2019 Downtown Farmers' Market ("Market").

### Schedule

1. Opening day will be on Wednesday, July 10<sup>th</sup> in conjunction with opening day of the Sidewalk Days Festival. This will expose literally thousands of people to the Market and the healthy sustainable products available there. Opening day Wednesday market hours are 9:00am to 3:00pm with the market location on Superior Street between Lake Avenue and 1<sup>st</sup> Ave W. The following week the Market will start running every Tuesday, July 16<sup>th</sup> through September 24<sup>th</sup>, creating a 12-week market in its Plaza location. **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 if not for the entire 12 weeks.**
2. Market hours will be 11:00 a.m. – 1:00 p.m. To accommodate an orderly set up, Anchor Vendors are allowed to arrive and begin unpacking **no earlier than 9:45 a.m., part time and weekly vendors can begin setting up no earlier than 10:15 a.m. All vendors will remain open until 1:00 p.m. and vending only from their booth. Selling can begin at 10:50 a.m., absolutely no earlier.** Advertising will state the Market opens at 11:00 a.m.

### Costs

1. Vendor booth sizes are 10' x 10' but if larger space is needed, then rental space of that would be required.
2. You and your business are responsible for taxes paid on items sold at the Market.
3. The cost of one (1) booth (10x10) 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 before May 31<sup>st</sup> to reserve your space(s) and render payment at least one week prior to your reservation(s). For all credit card payments, please call 218-740-3747.

4. Vendor fees are as follows:
  - a. **Anchor – attend every week (discounted) – \$180**
  - b. **Part Time – \$20 per week / 5 week minimum (discounted)**
  - c. **Single week – \$25**
  
5. Applications are due by May 22, 2019 but space is limited and will be assigned on a first come, first served basis. Accepted applicants will be notified and receive a space assignment by mail on or before June 12, 2019.

### **Reimbursement/Cancellation Policy**

1. **All paid monies are non-refundable unless specifically stated otherwise in this Contract.**
  
2. **Cancellations:**
  - a. If GDC Cancels: This is an outdoor market, and therefore rain and other unpredictable factors are always a possibility. If your product/service or setup cannot handle outdoor weather, this may not be the market for you. **No reimbursements will be applied to any Market dates cancelled by GDC due to weather or other unpredictable factors.** Please keep in mind that any vendor may, at its own risk, elect to leave or stay and carry on in the event the Market is called due to threatening weather. However, in such circumstances, GDC staff may not be present, and GDC is not responsible for any damage.
  
  - b. If Vendor Cancels: If you decide to cancel any Market dates, you must give as much advance notice as possible, so that GDC may try to fill your booth space from the waiting list. A vendor may qualify for reimbursement **ONLY** if it gives GDC at least one (1) week advance notice of any cancellation **AND** GDC is able to fill the vendor's spot from the waiting list 24 hours before the Market dates for which the vendor will be absent. **NOTE: No refund checks will be issued until after October 1, 2019.**
  
  - c. Parking Reimbursements: There will be **NO reimbursements for parking.**

### **Layout/Setup/Loading**

1. Please refer to the attached draft event layout maps.
  
2. Vendors must be set up to take sales from 11:00 a.m. to 1:00 p.m. – **No Exceptions** (unless special permission was given by GDC staff). Anchor Vendors arrive to set up between 9:45 a.m. and 10:15 a.m., Part time and weekly vendors arrive to set up between 10:15 a.m. and 10:45 a.m. To be fair to all participants – Market sales advertised to begin at 11:00 a.m.

3. Vendors must come prepared with enough products to remain open until 1:00 p.m. If a vendor sells out of its product, it must remain open until 1:00 p.m. (closeout time) in order to present a full market.
4. Booth availability and special requests are considered on a first-come, first-served basis.
5. Each vendor **MUST** provide everything it will need for its own booth. For protection from both the sun and rain, the use of a canopy is highly encouraged. It would also be helpful for vendors' canopies to be weighted down to prevent injuries or property damage caused by canopies, or items within, being blown around.
6. A sign or banner with your business name is recommended (12"x20" minimum) so that customers know whom to look for when they return for more business. The signs/banners are to be affixed to your canopy 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 request 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. **No smoking** by **any** vendors/employees in the event perimeter. This is a Health Department rule, and it will be strictly enforced for all vendors and visitors.
3. 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 GDC are for attendees' use and are not intended to handle vendor-generated trash. Bring a broom and dust pan to clean your area before, during and after Market hours to keep the Market user-friendly.
4. 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 GDC director or Market organizer **AT LEAST 1 WEEK NOTICE** so that GDC may attempt to fill your space from the waiting list. If you provide such notice at least one week in advance, and GDC 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 GDC staff member know of your absence as early as possible so that GDC 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 GDC 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 GDC 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 GDC 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 GDC harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the GDC by reasons 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 GDC for negligence of the City of Duluth, its servants, agents or employees. No insurance is provided by the GDC to participants in the Market.
5. Weather – GDC does not cancel the Market due to rain. Many a market has run well with a little rain. The Market will allow the vendor the decision to, at its own risk, leave or stay and carry on in the event the Market is called due to threatening weather. However, in such circumstances, the GDC staff may not be present and is not responsible for any damage. When rain is accompanied by lightning and/or high winds, it may be necessary for vendors to drop their tents to their lowest levels and take cover. Canceling or closing the Market early will be handled on an independent basis. Keep in mind that this is a summer market, if you or your products cannot handle sun, heat or humidity...this may not be the market for you.
6. Entire Agreement – This Vendor Contract constitutes the entire agreement between GDC and the Vendor and supersedes all prior agreements, understandings, and negotiations, both written and oral, between GDC and Vendor. No representation, inducement, promise, condition or warranty not set forth herein has been made or relied upon by any party hereto.
7. 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.
8. Force Majeure – Neither GDC 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.

9. Severability – GDC 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.
10. 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 GDC 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.
11. If you have any questions, please contact Darlene Marshall at 218-740-3747 or [dmarshall@downtownduluth.com](mailto:dmarshall@downtownduluth.com). Mail completed application WITH payment to:

**Darlene Marshall**  
**Greater Downtown Council**  
**5 West First St #101**  
**Duluth, MN 55802**



**Please fill out this form and return it with your payment by May 22, 2019**  
**DOWNTOWN FARMERS' MARKET VENDOR CONTRACT APPLICATION**

**Downtown Farmers' Market Vendor Fees:**

**12 Week Season**

**Anchor – attend every week- \$180 (discount)**

**Part Time- \$20 per week/ 5 week minimum (discount)**

**Per week- \$25**

*Checks made out to  
**Greater Downtown Council**  
must accompany your application to  
receive a discount  
(credit card payments call 740-3747)*

**I will be participating in the Downtown Farmers' Market on the following dates: (please circle) Please note: the opening day of the Market is the first day of the Sidewalk Days Festival - Wednesday July 10<sup>th</sup>.**

**JULY:**

**AUGUST:**

**SEPTEMBER:**

**10<sup>TH</sup> 16<sup>TH</sup> 23<sup>RD</sup> 30<sup>TH</sup> 6<sup>TH</sup> 13<sup>TH</sup> 20<sup>TH</sup> 27<sup>TH</sup> 3<sup>RD</sup> 10<sup>TH</sup> 17<sup>TH</sup> 24<sup>TH</sup>**

I accept the contract terms stated above (please **print** your legal name legibly):

Are you 18 years of age or older? Yes No

**Vendor Signature:** \_\_\_\_\_

Print **Business Name:** \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email address: \_\_\_\_\_

Co-Vendor Signature (if applicable): \_\_\_\_\_

**Print Co-Vendor Name:** \_\_\_\_\_

Please list the products you intend to sell:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you requesting electricity Yes No If so, how many plug ins? \_\_\_\_\_

What is the reason for your electricity request? \_\_\_\_\_

**\*\*Note: Electricity is NOT guaranteed**

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

Greater Downtown Council

