

## **FARMERS MARKET VENDOR AGREEMENT AND INDEMNIFICATION (2018)**

This Vendor Agreement and Indemnification (this “Agreement”) is made as of the \_ date set forth herein below, by and between the undersigned vendor ("Vendor") and the Arlington Heights Historical Society (“Society”).

In consideration for the limited right to use an allocated space (the “Space”) in the Village Parking Lot S for the sale of goods at the Arlington Heights Farmers Market (“Market”) and the market manager services provided by the Society, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor agrees as follows:

1. **Rules of Operation.** Vendor has received a copy of the Arlington Heights Farmers Market Rules of Operation (the “Rules”) and hereby agrees to comply with the Rules.
2. **“As Is” Condition.** Vendor has inspected the Space and agrees to use the Space in its “as is” condition;
3. **Allowed Goods.** Vendor will use the Space solely for the purposes of the Market to sell fresh fruits, vegetables, flowers, sauces, meats, cheeses, other food products and/or ancillary items. The Space shall not be used for any other purposes without the Society’s prior written permission. No alcohol shall be sold.
4. **Market Days.** The Market will operate only from June 2nd to October 13th, 2018 between the Hours of 7:30 a.m. to 12:30 p.m.
5. **Set-Up and Teardown.** By 7:30 a.m. on each Market Day, Vendor shall cause its stands to be erected in the Space. Vendor shall only erect stands for the purpose of selling goods to be erected on paved portions of the Space. By 1:30 p.m. on each Market Day, Vendor shall cause its stands to be disassembled and its Space to be cleaned of all debris. Vendor shall cause its Space to be restored to the condition it was in before the Market Day.
6. **Refuse.** Village’s Public Works Department will supply barricades and garbage cans for use in the market area of the Lot by 7:00 a.m. on each Market Day and will remove the barricades and garbage cans after 2:00 p.m. on each Market Day.
7. **Insurance.** Prior to the first Market Day, Vendor shall provide a general liability insurance policy in an amount not less than \$1,000,000 naming the Village of Arlington Heights, the Arlington Heights Historical Society and the Arlington Heights Park District

as additional insureds. Vendor shall maintain and provide all necessary proof of insurance required by Village and/or Society.

8. **Indemnification.** Vendor shall indemnify, defend, and hold and save the Village of Arlington Heights, the Arlington Heights Historical Society and the Arlington Heights Park District, and their respective officers, directors, agents and employees (together, the “Indemnified Parties”), harmless from any and all claims, suits, demands, debts, undertakings or proceedings of any kind or nature, whether meritorious or frivolous, in any way arising out of the Vendor’s use of the Space, including liability caused in whole or in part by the Indemnified Parties. Vendor shall, at its own expense, appear, defend, and pay all attorneys’ fees and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Indemnified Parties in any such action, Vendor shall, at its own expense, satisfy and discharge same.

In Witness Whereof, the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**VENDOR:**

\_\_\_\_\_  
Vendor’s Name

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

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

Title: \_\_\_\_\_

**SOCIETY:**

ARLINGTON HEIGHTS HISTORICAL  
SOCIETY

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

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

Title: \_\_\_\_\_

## **Arlington Heights Farmers Market**

### **Rules of Operation**

The Arlington Heights Farmers Market is a public market where Vendors sell their products directly to consumers.  
The Arlington Heights Historical Society manages the Market.

#### **Location of the Market:**

The Farmers Market is located in parking Lot "S" which is bordered by Fremont Street on the north, St James Street on the south and Vail Avenue on the east, across the street from the Arlington Heights Memorial Library.

#### **Hours of Operation:**

The 2018 Farmers Market will operate every Saturday from June 2nd through October 13<sup>th</sup>. Farmers Market hours are 7:30 am to 12:30 pm.

#### **Definition of "Vendor"**

A Vendor is a producer/grower who is offering for sale, products that have been raised or prepared by the Vendor, members of his family or employees:

- Products for human consumption, such as fruits, vegetables, edible grains, nuts, berries, apiary products, maple sugars, syrups, poultry, fish, meat, eggs and products for pet consumption.
- Non-edible products such as cut or potted flowers or plants, garden or kitchen items, food related products, or natural beauty items.

#### **Farmers Market Rules**

**Vendors and their employees must conform to the Market rules or will forfeit their space. The Market manager has full authority to enforce the rules:**

- **Vehicles must be in place by 7:00 am.** After 7:00 am, barricades are put in place and the lot will be open to pedestrian traffic only. Failure to arrive by 7:00 will forfeit the space for the day.
- Vendors must only sell products produced by them, their family or their employees.
- Vendors and their employees must, at all times, conduct themselves in a pleasant, courteous and respectful manner and must avoid unduly loud or vulgar language, drinking alcohol, being intoxicated or engaging in any behavior that is argumentative or belligerent. Attracting attention by hawking or calling out is prohibited.
- Vendors must obtain a current year Illinois State Sales Tax License and prominently display the number of such license.
- Sale of any type of meat, poultry, fish, refrigerated dairy product/baked goods must be approved by the Village Health Department and must be kept refrigerated/frozen at all times. Sale of spoiled or unwholesome products is prohibited.
- Vendors must weigh products in accordance with the established standards for weights in the State of Illinois. All scales must be in full view of the customer. The market committee recommends selling in a manner as to not need weights – such as "3 for \$1, or \$1 a bunch, etc."
- All apiary products, maple sugars, syrups or any processed product must be labeled in accordance with Illinois State label standards.
- All items must be clearly marked showing prices in full view of customers. Signage should be limited to the allotted space.
- Goods may be sold directly from the trucks. Vendors must furnish their own tables, chairs, refrigeration, display equipment and tents or shelter (in case of rain).
- Vendors are responsible for transporting and displaying food with adequate protection against contamination. All trucks, equipment and displays must be kept clean at all times.
- Vendors are responsible for and must remove all waste, garbage or refuse from their space after the market closes.
- Vendors shall not bring any pets or animals into the Market.

#### **Liability:**

The Village of Arlington Heights, the Arlington Heights Historical Society and the Arlington Heights Park District are not responsible for the theft or damage of property or equipment on Market premises

#### **Space Rental:**

- **Each 18' by 12' permanent space (two lined parking spots) for the entire season is \$300.00/single, \$600.00/double (two 18' by 12' spaces = four lined parking spots.) Display may not extend beyond the allotted space. Season permits are not transferrable and no refunds will be given. Payment is due with your application to guarantee your space.**

**FARMERS MARKET  
APPLICATION TO SELL  
AND CONTACT INFORMATION.**

Office Use Only:  
\_\_\_\_ Application  
\_\_\_\_ Certificate of Insurance  
\_\_\_\_ Agreement and Indemnification  
\_\_\_\_ Payment in Full

Date \_\_\_\_\_ Illinois Sales Tax License No. \_\_\_\_\_  
[If license has not been received, give date of application for license:]

Business name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

County \_\_\_\_\_ Email \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Cell Phone \_\_\_\_\_ Website: \_\_\_\_\_

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List products to be sold:

\_\_\_\_\_  
\_\_\_\_\_

Access to electricity needed? \_\_\_\_yes \_\_\_\_no

\_\_\_\_\_ spaces for the season x \$300 each = \$\_\_\_\_\_ owed

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**Payment**

Check # \_\_\_\_\_ made payable to Arlington Heights Historical Society or

Credit Card:

☐MC ☐VISA ☐Discover Credit Card # \_\_\_\_\_

Exp date \_\_\_\_\_ 3 digit V-code \_\_\_\_\_

**AFFIDAVIT**

I, \_\_\_\_\_, hereby agree to sell or offer for sale on the Arlington Heights Farmer's Market, only such items as listed above, as are my own production. Further, I acknowledge full responsibility for all activities conducted throughout the term of this permit and agree to hold the Village of Arlington Heights, The Arlington Heights Historical Society, and the Arlington Heights Park District harmless and to indemnify the Village of Arlington Heights, The Arlington Heights Historical Society, and the Arlington Heights Park District from any and all claims arising under this permit.

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Date

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

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

Title: \_\_\_\_\_