



Windber Municipal Authority Market in the Park 2021 Vendor Agreement

The mission of the Windber Municipal Authority Market in the Park (the Market) is to connect local farmers, growers, and craftsmen with members of the community who are seeking fresh, seasonal, and locally produced foods and goods. It is the intention of the Market to foster a sense of community by promoting a pleasant and family-friendly buying and selling experience for everyone involved.

Location: Windber Recreation Park - 160 Recreation Road Windber, Pa

Days/Hours/Season: every **Wednesday** from **4:00 p.m.** to **8:00 p.m.**
from **June 2, 2021** through **September 29, 2021**

Please remember: You must Make it, Bake it, or Grow it!

Vendor: a Vendor is a producer/grower/baker/craftsman/artist offering products for sale that have been grown, raised, prepared, crafted, or handmade by the Vendor, their family members, or employees. The resale of raw produce is permitted in accordance with the 2021 Fresh Fruit and Vegetable Agreement

Space Rentals: a vendor fee of **\$10** will be collected at the gate each market day for each **10'x10'** space. Additional 10'x10' spaces are available for \$10 per space. Electricity is also available for an additional \$10 per day and must be pre-arranged with the Market Manager. Spaces will be assigned on first-come, first-served basis to the best of the Windber Municipal Authority's ability.

Vendor Rules & Regulations

1. The Market will be open to Vendors at 2:30 p.m. each market day for set-up. For each market day, the Vendor agrees to be ready for business by 3:50 p.m. and to remain on site until the close of the market day at 8:00 p.m. (In the case of a family

emergency – the Vendor will gain the approval of the Market Manager prior to leaving the Market.)

2. Each Vendor is responsible for setting up, closing down and cleaning up their own site and agrees to maintain their space in a neat and orderly condition throughout the Market day. At the end of the day, the Vendor must remove all personal property and must leave the site in the condition in which it was found. The Vendor is responsible for cleaning up all garbage within their space and may leave the garbage in their space for pickup as long as it is contained in a tightly closed garbage bag.

3. Each vendor is responsible for supplying their own tent, canopy, or equivalent coverage, tent stakes, trash containers, tables, stands, and signs. All stands and tents placed on the property by the Vendor must be of sturdy construction and properly secured so as to not ruin the parking lot or grass surfaces.

4. Each Vendor will exhibit a sign in their space which identifies the owner and seller of the product(s) in the Vendor's space.

5. All prices must be clearly displayed and are strictly between the Vendor and the customer. All Vendors must be courteous and deal honestly with all customers and fellow business owners.

6. All sales taxes are the responsibility of the individual Vendor.

7. Vendors shall ensure that none of their products are left on the ground or are in any way, unattended through the Market day.

8. The Market will operate rain or shine unless a significant or dangerous weather event prevents it. Dates and times are subject to change at the discretion of the Market Manager.

9. It is the Vendor's responsibility to know what licenses or certifications are appropriate for the product(s) they produce. Copies of all licenses and/or certifications must be current and provided to the Market Manager prior to approval as a Vendor.

10. The Vendor and their agents and employees shall abide by all federal, state, and local laws, rules, and regulations. The Vendor must adhere to additional requirements of law and regulation as they arise or any requirement that the Windber Municipal Authority, in its sole judgment deems necessary to maintain the Market in an orderly fashion.

11. The Vendor must comply with all local and state health department regulations and those regulations set forth by the Pennsylvania Department of Agriculture relating to the Vendor's specific product(s).

12. The Vendor must comply with all guidance and directives issued by the Pennsylvania Department of Health and the Center for Disease Control related to the safe operation of food businesses, cleaning and disinfecting COVID-19 contaminated surfaces, home isolation and return to work after experiencing COVID-19 symptoms, testing positive for COVID-19, or coming into contact with someone who has tested positive for COVID-19, and any other applicable subjects. The Market policies are subject to change throughout the season as new information about COVID-19 becomes available, and as public health guidance from the CDC and state/local governments evolves.

13. Vendors MUST provide liability insurance naming the Windber Municipal Authority and Windber Borough as additionally insureds. The Windber Municipal Authority Farmers' Market does not insure its vendors.

14. There will be no refunds issued, including vendor fees.

15. In no event shall the Windber Municipal Authority or Windber Borough or any of their respective officers, directors, board or council members, employees, or agents be liable for any incidental, special, or consequential damages (including without limitation, lost profits) even if they have been advised of the possibility of such damages. The Windber Municipal Authority's liability for direct damages shall not exceed the amount paid by Vendor to the Windber Municipal Authority under this agreement.

16. The Market Manager and the Windber Municipal Authority reserve the right to refuse to approve or remove a Vendor based upon the Vendor's actions at other local markets.

17. Vendors found to be in violation of any of the above rules and regulations will be issued a warning and repeated violations may result in forfeiture of your space at the market. The decision to remove a Vendor from the Market rests with the Market Manager and the Windber Municipal Authority.

Indemnification: By signing below, the Vendor agrees to defend, indemnify and hold harmless the Windber Municipal Authority and Windber Borough and their respective officers, directors, board or council members, employees, and agents from and against any and all claims, demands, losses, damages, costs, liabilities, and expenses (including, but not limited to, attorney's fees and costs of suit, investigation fees and expert fees)

of whatever kind or character, on account of any actual or alleged loss, injury or damage to any person, firm, or corporation or to any property, arising out of or in connection with the negligent actions or omissions or willful misconduct on the part of the Vendor.

The Vendor, on behalf of themselves, their agents and employees, acknowledges that they have read and understood the above Windber Municipal Authority Market in the Park 2021 Vendor Agreement and that in consideration for being provided space at the Market, agrees to be bound by the same.

Date: _____

Vendor Signature

Vendor Name: _____

Phone #: _____

Please mail this signed agreement, 2021 Vendor Information Form, 2021 Fresh Fruit and Vegetable Agreement, confirmation of liability insurance and copies of all applicable state licenses and certifications to:

**Windber Municipal Authority
1605 Graham Avenue
Windber, PA 15963**