

VENDOR AGREEMENT AND INDEMNIFICATION - 2021 MARKET SEASON

This Vendor Agreement and Indemnification (“Agreement”) is made as of the date set forth herein below, by and between the undersigned vendor (“Vendor”) and the Skagit Community Market Association (“SCMA”).

In consideration for the limited right to use an allocated space (the “Space”) in the Market area of the Concrete Community Center for the sale of goods at the Concrete Saturday Market (“Market”) and the market manager services provided by the SCMA, 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 Rules and Regulations (“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, eggs, honey, meat, plants, and other cottage industry and locally made handcrafted items. Handcrafted items and art must be created by the vendor, family member, or partner. Growers may supplement sales with produce from other in-state farms. A percentage of saleable products should be raised on the growers’ own farm.
4. **Market Days.** The Market will operate on Saturdays from mid-May to mid-September 2021, between the hours of 10:00 a.m. and 1:00 p.m. as set by the Board of Directors and announced at the annual Vendor meeting. Hours may be extended if warranted.
5. **Set-Up and Teardown.** By 9:30 a.m. on each Market day, Vendor shall cause its stands and displays to be erected in the Space. Vendor shall only erect stands and displays for the purpose of selling goods. By 4:00 p.m. on each Market day, Vendor shall cause its stands and displays 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. Any Vendor leaving behind rubbish shall be fined \$10 per occurrence by the Market Manager, to be collected before the Vendor is allowed to return to the Market.
6. **Compliance with Local, State, and Federal Rules and Regulations.** Vendor shall comply with all local, state, and federal rules and regulations. Vendor shall have copies of all required permits and/or licenses at their booth during Market hours and furnish them for viewing upon request.
7. **Vendor Liability Insurance.** Vendors are encouraged to purchase General Liability Insurance.
8. **Market Liability Insurance.** The Market shall carry a Liability Insurance Policy in accordance with the requirements of Skagit County for the rental and use of their Concrete Community Center. Individual Vendors and their Spaces are not included in the Market’s Liability Policy.
9. **Indemnification.** Vendor shall indemnify, defend, and hold harmless the SCMA, the Market, Skagit County, and their respective officers, directors, agents, and employees (together, the “Indemnified Parties”), 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 the same.

10. **Breach of Contract and Termination.** If Vendor violates any of the provisions of this Agreement or the Market Rules, he or she will be considered to be in breach. The Manager shall have the authority to immediately suspend a Vendor's right to sell at the Market if a breach of this Agreement or the Rules presents a health or safety risk or is, in the opinion of the Manager, a serious breach of this agreement or the Rules. Manager will follow procedures in the Rules regarding the violation and the SCMA Board of Directors will render a final decision regarding possible reinstatement or termination of the Vendor's membership. If the Market, by and through its staff, agents, etc., violates any of the provisions of this Agreement, it will be considered to be in breach. Vendor shall notify the Manager or the Board of a breach in writing and shall provide a reasonable time for the market to cure. If said breach is not cured to the Vendor's satisfaction, this agreement may be terminated. In any legal dispute arising under this Agreement, the non-prevailing party shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute. Failure of either party to insist on strict compliance with any of the terms of this Agreement shall not be deemed a waiver of such terms. Any dispute arising out of this Agreement shall be heard by a Washington State Court.

This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter described above. I certify that I have read and understand the above terms and conditions and that I meet the Vendor criteria stated therein. I further agree to abide by all Market requirements as outlined above, as well as all federal, state, and local laws, codes and regulations, to cooperate with the Market, and to pay all required Vendor fees outlined in the Rules.

Vendor Name:

Vendor Address:

Vendor Signature:

Date:

Authorized Member of Market Name:

Market Address:

Authorized Member of Market Signature:

Date: