

# **Venice Farmer's Market**

## **Vendor Agreement**

**January 1, 2019 to December 31, 2019**

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The Market operates every Saturday from 8:00 a.m. to 12 noon April – September and 8:00 a.m. to 1:00 p.m. October - March with set-up beginning at 6:00 a.m. Vendors are to vacate the area 1 hour and fifteen minutes from street traffic lanes unless changed by the Market Manager with the City of Venice approval.

Each vendor will be assigned a designated area to display and sell merchandise. The Farmer's Market Manager may relocate any vendor to another designated area. The vendor will not extend his operation beyond the area assigned, except as may be permitted by the Farmer's Market Manager.

The terms of this agreement shall commence upon the execution by both parties of the agreement. The vendor recognizes that the presence of each vendor is beneficial to all other participants in the Farmer's Market. Accordingly, if any vendor shall be absent from the market for more than two consecutive Saturdays without notifying the Farmer's Market Manager, the rights of the vendor may be terminated under this agreement.

No vendor may share his/her designated area with any other vendor or any person not employed by vendor.

Each vendor shall keep his/her designated area in a reasonably neat and clean appearance during the operating hours of the market and shall be responsible for seeing that his designated area is cleaned up at the close of the market. Vendor is prohibited from damaging the park or street, which includes: (1) driving stakes into the park area, (2) no damage to irrigation system, (3) any damage to the designated area is the sole responsibility of the vendor.

Each vendor shall be required to maintain his/her designated area in a safe condition and shall not create any hazardous conditions or allow any such conditions to continue.

Products sold by weight must have certified inspected scales approved by the Florida Department of Agriculture and Consumer Services Bureau of Weights and Measures.

Neither vendor nor vendor's employees will park their vehicles in a "no parking" zone during the hours of operation. Vendors are required to park a minimum of one (1) block away from City Hall. Failure to do so may result in a \$25.00 fine.

Removal of trash or rubble generated is the responsibility of each vendor during the operation of the market. Failure to do may result in a \$25.00 fine.

Operation of the Farmer's Market shall be solely within the discretion and control of the Farmer's Market Manager.

“Non-profit” organizations are permitted to set up a display on a first come, first served basis, as scheduled by the Market Manager.

All vendors shall comply with all statutes, ordinances, rules, and regulation of the City of Venice, County of Sarasota, and State of Florida, including specifically, the Sarasota County Health Department. All vendors must have a City of Venice Local Business Tax Receipt, which may be attained at Venice City Hall, and a Sarasota County occupational license, which may be attained at South County Administration office in south Venice or the Sarasota County Administration office in the City of Sarasota.

The Farmer's Market Manager shall have the right to cancel any market day on a seven-day notice to vendors.

In the event any vendor shall fail to conform to any of the terms, covenants, and conditions of the agreement or rules and regulation of the Venice Farmer's Market Vendor Agreement, as they may be made from time to time, the Farmer's Market Manager shall have the right to immediately terminate vendor's rights in the agreement without waiving any other rights or remedies of the Farmer's Market Vendor Agreement.

If the vendor decides to terminate participation in the Venice Farmer's Market and terminate agreement, he/she will do so in writing and give a thirty day notice.

Vendor shall indemnify and hold the Venice Farmer's Market, the Venice Farmer's Market Manager, the City of Venice and those associated with the Venice Farmer's Market harmless from any and all actions, fines, suits, proceedings, claims or costs related to vendor's participation in the Venice Farmer's Market or arising out of or occurring within the area comprising the Venice Farmer's Market. Vendor shall procure and maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, naming the City of Venice (401 W. Venice Ave, Venice, FL 34285) & the Friends of Sarasota County Parks (234 Nippino Trail E. #101, Nokomis, FL 34275) as additional insured covering vendor's participation in the Venice Farmer's Market.'

Charges for each designated area assigned to vendor shall be payable monthly, in advance of the first Saturday of the event, to the Farmer's Market Manager. Space size is approximately 10 feet deep by 10 feet wide except for those vendors “grandfathered for a 10' X 20' space” as of July 1, 2017. No refunds or credits will be given for Non-occupancy due to any cause whatsoever. No vendor shall assign or sublet his/her designate area without the advance notice to the Farmer's Market Manager. No assignment or sublease shall be to anyone except by approval of the Market Manager.

All Venice Farmer's Market Vendors agree to be bound by the terms of the Vendor Agreement and the Venice Farmer's Market Vendor Rules and Regulations (see separate document) dated January 1, 2019 to December 31, 2019.

Rates for areas shall be as follows (check one box):

**BOOTH SPACE IS APPROXIMATELY 10' X 20'**

To receive discount, payment must be made on or before January 7, 2017.

Vendor Type	Mthly.Fee Based on Approx. 10' x 20' Space  *****  Check No. of Spaces Required  ½, 1, AND/OR 2 BASED UPON AVAILABILITY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
CHECK BOX	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE
Year Round		\$100	\$100	\$100	\$75	\$75	\$75	\$75	\$75	\$75	\$100	\$100	\$100
Year Round Paid In Advance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Seasonal Vendor		\$120	\$120	\$120	N/A	N/A	N/A	N/A	N/A	N/A	\$120	\$120	\$120
Seasonal (Pd. In Advance)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Blackout dates are October (Sun Fiesta), with any other dates to be announced by the City of Venice.**

**Please indicate number of spaces you will need:**  
 **One Space**       **Two spaces**        **\_\_\_\_\_ Total spaces**

Description of product(s) for sale. (Please be specific and do not use the word miscellaneous, use reverse side if necessary) \_\_\_\_\_

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VENDOR'S BOOTH NAME \_\_\_\_\_

VENDOR START DATE: \_\_\_\_\_

\*Venice Local Business Tax Receipt# \_\_\_\_\_

\* County Occupational Lic. # \_\_\_\_\_

\*Liability Insurance Name \_\_\_\_\_

\* Liability License Number \_\_\_\_\_

Vendor's Signature Name/Date \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Approval: Lee A. Perron, Market Manager/Date

New Vendor Start Date: \_\_\_\_\_

\*Venice Business Receipt, Sarasota County Lic. No., and Insurance are not required until approval in writing is given by Venice Farmer's Market Manager.