

2012 Vendor Agreement (Downtown Market)

The undersigned vendor (Vendor) fully and completely agrees to the following terms and provisions.

Vendor agrees to exercise the utmost care in the use of facilities and properties of the Vancouver Farmers Market and the City of Vancouver.

State labor laws will apply to all Market participants.

Vendor agrees to indemnify and hold harmless the City of Vancouver and the Vancouver Farmers Market Association, its officers, directors, employees, and agents for all claims, actions, judgments, losses, costs, attorney fees, and damages whatsoever ("Claims"), including Claims arising by reason of accident, injury, or death caused to persons or property of any kind, arising out of, in connection with, or incident to the Vancouver Farmers Market, except those caused by the sole negligence of the Vancouver Farmers Market or The City of Vancouver.

Should Vendor at any time occupy the premises in a manner contrary to the rules of the market, or in any manner which is hazardous, disruptive, or offensive to the public or other vendors, upon request of the Market Master, Vendor shall immediately cease such offending conduct. Failure to immediately conform its conduct as requested shall be cause to revoke this agreement and the Vendor's membership.

Upon revocation, Vendor shall promptly vacate the premises. Upon failure to so vacate, the market is authorized to remove all property of Vendor from the premises at Vendor's expense. Vancouver Farmers Market is relieved and discharged from any and all losses or damage occasioned from such removal. The market shall not be responsible for storage or safekeeping of property so removed.

Any member who initiates a legal action against the Market will have all privileges of membership revoked until a resolution is concluded. The member may then apply in writing to the Board of Directors for reinstatement of Association Membership eligibility.

Any vendor who wishes to erect canopies/umbrellas on the Farmers Market site during a normal period of market operations, including the set up and break down period, is required to have their canopies sufficiently and safely weighted and or anchored to the ground from the time their canopy is put up to the time it is taken down. Any vendor who fails to properly anchor his or her canopy will not be allowed to sell at the farmers market on that market day, unless that vendor chooses to take and stow their canopy and sell without it.

Any dispute arising out of or relating to this agreement shall be submitted to binding arbitration. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. If either party to this agreement files a judicial action asserting claims subject to this arbitration provision, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the judicial action shall pay the other party's costs, expenses, and all attorney fees incurred in seeking such stay and/or compelling arbitration.

Venue for any arbitration or judicial action shall be in Clark County, Washington.

The laws of the state of Washington shall be applied in any judicial proceeding or arbitration arising out of or relating to this agreement. In the event of any suit, action, or arbitration to enforce or interpret any of the provisions of this agreement, or to resolve any dispute that arises out of or relates to this agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs incurred in such suit, action, or arbitration. The following provisions govern the parties' entitlement to attorney fees and the amount of any attorney fee award:

- If a party bringing a claim, including a plaintiff or a defendant asserting a counter-claim, is the prevailing party, that party's maximum recoverable attorney fees shall be determined by multiplying the amount of reasonable attorney fees incurred by a percentage equal to the amount of damages actually recovered divided by the amount of damages claimed. For example, if a party brings a claim for \$10,000, but recovers \$1,000, that party is entitled to an attorney fee award no greater than 10% of the attorney fees reasonably incurred in the litigation.
- If a defendant successfully defends all claims asserted by the plaintiff, the defendant shall be entitled to an award of all attorney fees incurred in the litigation.
- The amount of attorney fees actually paid by the party seeking an award of attorney fees shall be conclusively presumed to be reasonable for purposes of calculating an attorney fee award pursuant to this contract.

With the implementation of the EBT (Electronic Benefit Transfer)/Credit/Debit card program at the Vancouver Farmers Market all vendors selling items eligible for food stamp purchase participate in the program. All other vendors are strongly urged to participate in order to avoid customer confusion. ALL vendors agree to abide by the rules of the USDA Food Stamp Program. My signature below confirms that I understand and will abide by the USDA Food Stamp Program Rules following this paragraph. I understand that a 3% servicing fee will be charged based on the total value of green \$5.00 tokens redeemed. I understand this fee does not apply to red \$1.00 or Blue \$10.00 EBT Tokens. I will be reimbursed by check, in accordance with the published program guidelines, for the tokens turned in for redemption less the servicing fee and that tokens cannot be used to pay any other financial obligations that I may owe the market. Service fees will be rounded to the nearest cent. The Board of Directors reserves the right at its sole discretion to make changes to this program in order to alleviate deficiencies or comply with Federal, State, County, City or Washington State Farmers Market Association rules.

USDA SNAP (FOOD STAMP) PROGRAM RULES

Households **CAN** use SNAP (food stamp) benefits to buy all foods intended to be eaten at home including:

1. Breads/cereals, dairy products, meat, fish, poultry, fruit and vegetables.
2. AND nonalcoholic beverages, snack foods, soft drinks, candy and ice.

Households **CANNOT** use SNAP (food stamp) benefits to purchase:

1. Beer, wine, liquor, tobacco, or cigarettes
2. Foods that are hot at the point of sale
3. Foods to be eaten at the Farmers Market
4. Vitamins or medicines
5. Pet foods
6. Nonfood items such as tissues, soaps, cosmetics or other household goods

You may NOT set a minimum purchase requirement or charge sales tax and NO cash can be given as change for EBT (Food Stamp) Tokens. Only red \$1.00 EBT tokens can be given as change for blue \$10.00 EBT (food stamp) tokens. Change can be given for green \$5 Credit/Debit Tokens.

By signing below, I certify that I have had a reasonable opportunity to read and understand this document, as well as the Vendor's Handbook. I agree to abide by the provisions of this document and the handbook, and I know that failure to do so may result in the termination of my status as a vendor and my membership in the Farmers Market. I agree that this document represents the sole and complete contract between the Vancouver Farmers Market Association and myself.

Company Name : _____

Mailing Address : _____

Phone: () ____ - _____ Cell: () ____ - _____

Email: _____

I prefer official notices by ____ Mail ____ Email

Printed Name: _____ Title: _____

Applicant's Legal Signature: _____ Date: _____

Vancouver Farmers Market Association: _____ Date: _____