

HALF MOON MARKET

Vendor Agreement

This Agreement is between *Half Moon* , located at *2 Beachway Avenue Keansburg*, and _____ to sell products compliant with not only this Market's standards, but also the laws of the state of New Jersey as well as the laws of the United States.

This contract shall begin on _____ and shall last until the end of the _____ Market season, save and except the provisions related to indemnification, limitations of liability, governing law, and forum which shall survive termination.

In consideration for the terms described in this Agreement, Vendor agrees to pay the vendor fees and all other associated fees outlined below and adhere to the provisions of this Agreement and the Market agrees to provide the Vendor with an area to sell Vendor's products and adhere to the provisions of this Agreement. This agreement is non- assignable. This agreement may be amended or modified in writing executed by both parties.

MARKET MANAGER:

The Market Manager is understood to mean the person designated by the Market to supervise operations of the Market. The Market Manager has the discretion and authority to interpret this Agreement and decide if a Vendor is in breach. The Market Manager's contact information is as follows:

Rachael Valentine

732-982-6649

market@halfmoonkb.com



Vendor Fees to Join the Market:

Must meet Vendor Stall Requirements*

See page 3*

- Vendor must pay a fee of *\$50* a week to sell at the Market for the 2023 Market.
 - If you are renting our grill area, your fee is \$200, and you are fully responsible for any damage done to the equipment provided.
 - You must bring your own tools, towels, soaps, etc.
- Fees will be paid two weeks in advance to the Market Manager.
 - Either by cash, zelle, check or venmo
 - Zelle to *accounts@halfmoonkb.com*
 - Checks written to *Half Moon*
 - Venmo to *@halfmoonkb*



If applicable:

- Electricity available upon request, \$5 fee may apply
- Additional liability insurance available by Half Moon, fee may apply

Fees agreed upon by Market Manager and Vendor

Date	Fee	Market Manager	Vendor
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Date	Fee	Market Manager	Vendor
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Product Standards:

The Market is a producer-only Market. All products must be grown, raised, ‘created by’, or produced by the business selling the products; otherwise determined by the Market Manager. The Market Manager has the authority to sample Vendor’s products to ensure proper quality is maintained and to deny a Vendor the right to sell products that are of inferior quality. All food items must be kept at the appropriate temperatures at all times. Additionally, all coolers must have a working thermometer.

Compliance with Laws and Permitting Requirements:

The Vendor is required to comply with all applicable local, state, and federal laws and/or permitting requirements at all times. Vendor will be prohibited from selling at the Market until compliance with all laws and/or permitting requirements has been achieved and the Market has proof of compliance.

Market Hours of Operation:

The Market will be open on *Tuesday’s* from *4 P.M.* until *8 P.M.* beginning on *June 6th* and ending on *October 3rd*. Vendor is required to arrive within enough time to be completely set up and ready by 3:45pm. No sales may be made prior to the opening of the Market. However, Vendor can continue to sell after the Market closes so long as Vendor begins cleaning up at closing time and is out of the Market in a reasonable amount of time.

Time of Arrival

Market Manager

Vendor

Parking Fees:

Keansburg Borough may require a \$1/hr parking fee. Half Moon is working with Borough Manager to provide one parking pass per vendor. To be determined.

Rain Cancellation Policy:

Market Manager will call 24 hours in advance to date for rain cancellation, and funds will be returned to vendors by midnight of cancelled Market Tuesday, or the vendors may choose to role it into the following week.

SNAP - Supplemental Nutrition Assistance Program:

Only those Vendors who have been designated FMNP farmers by the Maryland Department of Agriculture may accept Farmers Market Nutrition Program checks and Senior Farmers Market Nutrition Program checks. These FMNP farmers must follow all regulations and rules set forth by the Maryland Department of Agriculture for program participants. FMNP farmer authorization should be displayed at the Vendor's booth. Vendors eligible to accept WIC Fruit and Vegetable checks may do so following the rules and regulations set forth by Maryland Department of Health & Mental Hygiene (DHMH).

Leftover Food Donations:

Vendor has the option to donate any leftover edible food through *local churches & charities*, our partner in fighting hunger throughout the community. Our partners will pick up any leftover food and bring it to those who need it most, free of charge. Additionally, Vendor should be aware that if they decide to donate any edible food to our partner, Vendor is protected under the Bill Emerson Good Samaritan Act of 1996 and therefore cannot be held liable for any food that may cause health issues upon consumption, unless that food was donated in bad faith.

Pickup will be at 8pm *

Please check this box if Vendor plans to participate in the food donation program

Stall Requirements:

Stalls will be assigned via the Market Manager that will be most beneficial to all vendors, and will be assigned on a week to week basis. You must provide your own tables, and chairs; suggested 10x10 tent must be safely anchored down. The Market requires Vendor to have weights to ground tents and on all of their equipment for customer safety. Vendor shall be solely responsible for any injuries to persons or property caused by the equipment while it is in Vendor's possession.

Market Safety and Sanitation:

Vendors must maintain a clean and sanitary stall. Vendor is responsible for cleaning up their own stalls at the close of the Market. Vendor must take home all of their equipment and must pick up any trash that accumulated at or around their stall throughout the day—including perishable items.

- All Vendors must dress appropriately; shoes and shirts are required.
- Smoking is not permitted by Vendors in or near the Market area.
- Vendors who provide food samples to Market customers are responsible for setting up their own temporary hand washing station.
- No animals are allowed in any of the Vendor stalls with the exception of service animals.
- Vendors must supervise their children at all times, and may not allow any children under 16 years old to wander the Market area without a parent or guardian
- No vehicles are permitted to power coolers or other equipment at the Market unless cleared with Market Manager. Fees will apply, see section: Vendor Fees to Join Market for specifics.

Vendor Signs:

Vendor is required to post signs detailing the products for sale and their prices.

The sign(s) must be visible, legible, and clear.

If selling items by the pound you need to provide a scale on site as well.

* Although not required, the Market also recommends Vendor bring the same sign(s) in Spanish or provide a Spanish translation.

Liability Insurance:

Vendor is highly encouraged to maintain an insurance policy covering both general liability and product liability with a minimum of \$200,000.00 in coverage. The insurance policy must name *Half Moon* as an additional insured.

The Vendor must show proof of such insurance prior to selling at the Market and produce a copy of the insurance certificate upon request. The Market does not provide any insurance coverage for Vendor.

Market Manager requires a copy of insurance to keep on file with this application and will require to have it posted at the market in the booth while selling.

Indemnification, Hold Harmless and Defend:

Vendor shall indemnify, hold harmless and defend the Market, its officers, agents and employees from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees, of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection with Vendor's participation in the Market. This provision shall survive the termination of this Agreement.

Breach of Contract and Termination:

If Vendor violates any of the provisions of this Agreement, he or she will be considered to be in breach. The Market Manager shall have the authority to immediately suspend a Vendor's right to sell at the market if a breach of this Agreement presents a health or safety risk or is, in the opinion of the Market Manager, a serious breach of this agreement. For all other types of violations, the Market Manager shall notify the Vendor of a breach in writing and shall provide a reasonable time cure (at least 5 days). If a breach is not cured or not cured to the Market Manager's satisfaction, this Agreement may be terminated, without waiving any other rights or remedies of this Agreement and all Vendor fees shall be retained by the Market.

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 Market Manager of a breach in writing and shall provide a reasonable time for the market to cure (at least 5 days). If said breach is not cured or 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. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland, without reference to any conflicts of law provisions. Any dispute arising out of this Agreement shall be heard by a Maryland Court.

Acknowledgement

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.



Vendor Name (printed): _____

Vendor Address: _____

Vendor Insurance Information:

Vendor EIN#:

Vendor Signature: _____

Date: _____

Social Media & Websites:

Authorized Member of Market Printed Name: _____

Market Address: _____

Authorized Member of Market Signature: _____

Date: _____

Notes: