



Township of Moon

Farmers' Market Vendor Agreement 2018

THIS AGREEMENT, made and entered as of this _____ day of _____, 2018.

Vendor:

Name _____ hereinafter the "Vendor")

Address _____

Phone _____

Email _____

Contact _____

Event: MOON TOWNSHIP FARMERS' MARKET

Date(s): Wednesdays, June 6 through September 26, 2018

Location: Moon Township Municipal Building
1000 Beaver Grade Road
Moon Township, PA 15108

Hours of Operation: 3:00 p.m. – 6:00 p.m.

Set-Up Time: Vendors must be set up by 2:30 p.m. and cannot conduct sales until 3:00 p.m.
Vendors arriving late must call an hour in advance and will be placed at an alternate location.

Rates: Seasonal – \$100 per parking spot per season; \$50 for half season
(10% discount through March 1)
Daily – \$10 per spot

WHEREAS, the Township of Moon (hereinafter the "Township") conducts certain events on Township property, parks, recreation areas, conservation areas, and on other public property at which the Township authorizes vendors to sell goods and services from a stand, booth, or vehicle provided that the vendor executes this Agreement with the Township establishing the parties' responsibilities; and

WHEREAS, the Vendor requests the Township's authorization to participate in the above-referenced event located on the above-referenced Township property or site on the above-referenced date(s), with hours of operation as referenced above, (hereinafter the "Event").

NOW, THEREFORE, in consideration of the foregoing recitals, preambles and information, all of which are incorporated herein by reference, and the mutual promises, covenants and understandings set forth herein, and intending to be legally bound by this Agreement, the Township and Vendor agree as follows:

1. The Vendor shall pay all required fees in accordance with the Township General Fee Resolution, as amended from time to time, a copy of which is available at the Township Building.

2. The Vendor shall comply with all Township ordinances, resolutions, rules and regulations. A copy of these Township ordinances, resolutions, rules and regulations is available at the Township Building.

3. Electrical supply is not available from the Township (may discuss).

4. No sound equipment is permitted without the Township Manager's prior written approval.

5. The Vendor's activities shall only occur in areas designated by the Township and during the designated dates and times.

6. The Vendor shall provide the Township with a list of all goods and/or services offered for sale.

7. The Vendor shall procure and maintain adequate insurance coverage of at least \$50,000 for bodily injury for each person and at least \$100,000 for property damage per occurrence to protect it from claims for damages which may arise both out of and during the operation under this Agreement, whether such operations be by itself or by any contractor, agent subcontractor, or anyone directly or indirectly employed by it or them (the "Insurance"). Prior to commencement of any activities related to the Event, the Vendor shall file a certificate of insurance and policy endorsement(s), in a form acceptable to the Township, which certificate and policy endorsement(s) shall state:

A. The amount of the Insurance coverage;

B. That the Township is an additional insured on the Insurance; and

C. That the Township shall be given prior written notice of cancellation of the Insurance as follows: (1) at least 10 days prior written notice for nonpayment of premium; and (2) at least 30 days prior written notice for any other reason.

8. The Vendor shall comply with the set-up time as referenced above. The Vendor shall not conduct any sales outside of the hours of operation referenced above. If the Vendor is tardy, Township staff may refuse to allow the Vendor to participate in the Event or may assign an alternative location to the Vendor.

9. Vendor locations shall be designated by the Township.

10. The Vendor has the responsibility to remove all litter generated by its activities.

11. The Vendor shall provide adequate signage including its name, address and phone number.

12. There shall be no smoking on Township property.

13. The Vendor does for itself and its successors and assigns hereby release, discharge, indemnify, defend and hold harmless the Township and its elected and appointed officials, employees and agents from any claims, damages, demands, suits, actions or liability of any nature whatsoever, including reasonable attorney's fees and, including, but not limited to, damages to persons or property directly or indirectly arising from or related to Vendor's activities

conducted under this Agreement, and/or this Agreement (hereinafter referred to as the "Claims"), except to the extent the Claims arise from the sole negligence or willful misconduct of the Township or its elected/appointed officials, employees, agents, or contractors.

14. If applicable, the Vendor shall supply the Township with proof that the Vendor has received the necessary permits and approvals from other governmental agencies for its activities including, but not limited to, the Allegheny County Health Department Food Safety Program, the Pennsylvania Department of Agriculture, and the Pennsylvania Liquor Control Board.

15. This Agreement shall inure to the benefit of and shall be binding upon the heirs, administrators, successors and assigns of the parties hereto. Provided, however, this Agreement shall not be assigned by the Vendor without the prior written consent of the Township.

16. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania.

17. For purposes of this Agreement, any words used in the masculine shall include the feminine and neuter, and any words used in the singular shall include the plural, and vice versa.

18. This Agreement constitutes the entire agreement of the parties and cannot be amended unless agreed to in writing executed by both parties.

19. The Vendor shall comply with the following additional specific terms and conditions (if any) applicable to the Vendor and the Event:

- A. This is a producer-focused market; most items, (70-75%) must be produced by the vendor unless prior approval from the Township is given. The Township encourages the sale of organically grown, locally sourced and preservative-free products at the market.
- B. Food, plant-based or consumable products must be the primary items for sale.
- C. The Township of Moon encourages sustainable practices, and vendors are encouraged not to use plastic bags.
- D. The Township will provide one 10 X 20' parking space. Vendors are responsible for supplying all other supplies such as tents, tables, chairs, etc.

20. By signing this Agreement, the Vendor understands and accepts all the terms and conditions stated and/or incorporated herein. The Vendor agrees to follow all applicable Federal, State, County and Township laws, statutes, ordinances, rules, regulations, and resolutions. The Vendor understands that the Township reserves the right to terminate this Agreement at any time, for any reason. The Vendor understands that the failure by it, or its employees or agents to follow any of the above terms and conditions of this Agreement will result in the forfeiture of any fees or deposits paid and possible denial of any future requests, applications or permits from the Township.

THE VENDOR HAS READ AND FULLY UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS AGREEMENT is made by virtue of Township Resolution No. R-10-2014.

IN WITNESS WHEREOF, the Vendor has caused this Agreement to be duly executed and the said Township has caused this Agreement to be duly executed as of the day and year first written above.

VENDOR:

By: _____

Print Name: _____ Date

Title (if any): _____

TOWNSHIP OF MOON:

By: _____

Township Manager or Designee Date