

Woodland Farmers Market

June 24 – September 30

Every Friday: 3:00 pm – 7:00pm

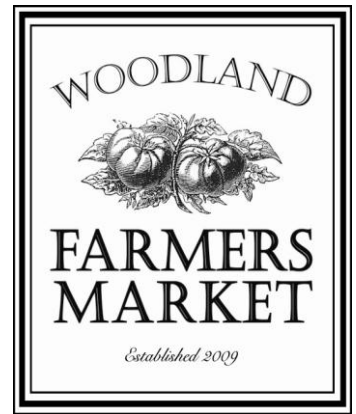
Setup beginning at 12:30pm

Teardown completed by 8pm

Located in Downtown Woodland at Horseshoe Lake Park

Member of WSFMA

woodlandfarmersmarket.org



2011 Market Vendor Agreement & Legal Disclosure

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 Woodland Farmers Market and the City of Woodland. State labor laws will apply to all Market participants. Vendor agrees to indemnify and hold harmless the City of Woodland, Woodland Chamber of Commerce & Visitors Information Center and the Woodland Farmers Market, 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 Woodland Farmers Market, except those caused by the sole negligence of the Woodland Farmers Market or The City of Woodland.

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 Facilitator, 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. Woodland 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 Chamber Board of Directors and the Woodland Farmers Market 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 Cowlitz 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 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.

The Market Master 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.

By signing below, I certify that I have had a reasonable opportunity to read and understand this document, as well as the 2011 Woodland Farmers Market Guidelines and Policies. I agree to abide by the provisions of these documents, and I know that failure to do so may result in the termination of my status as a vendor and my membership in the Woodland Farmers Market. I agree that this document represents the sole and complete contractual agreement between the Woodland Farmers Market and myself.

Company Name : _____

Mailing Address : _____

Phone: (_____) _____ Cell: (_____) _____

Email: _____

Printed Name: _____ Title: _____

Applicant's Legal Signature: _____ Date: _____

Woodland Farmers Market Master: _____