

TERMS AND POLICIES OF THE  
CONTRACT FOR VENDING IN THE LAFAYETTE FARMERS' MARKET  
AND/OR THE PURDUE FARMERS' MARKET

**In consideration of the opportunity to license stall space(s) and sell products in the Lafayette Farmers' Market and/or in the Purdue Farmers' Market, Greater Lafayette Commerce and the Vendor, by signing the attached Contract, agree to the following terms and policies, which are incorporated into the Contract in their entirety:**

1. **DEFINITIONS.** When capitalized in this Contract, the following terms have the following meanings:

"Approved Categories" means the six categories of products that Vendors may sell at the Market, as set forth in Section 4.C. below.

"City" means the city of Lafayette, Indiana.

"Contract" means the CONTRACT FOR VENDING IN THE LAFAYETTE FARMERS' MARKET AND/OR PURDUE FARMERS' MARKET which each Vendor must sign, and into which these Terms and Policies are incorporated.

"Daily Vendor" means a Vendor who does not qualify as a Season Vendor.

"GLC" means Greater Lafayette Commerce.

"Lafayette Market" means the Lafayette Farmers' Market to be located in downtown Lafayette on Fifth Street between Columbia and Main Streets.

"Market" means the Lafayette Market and the Purdue Market.

"Market Board" means the informal board to be appointed by GLC for each Market season in accordance with Section 2.C.2 below.

"Market Master" means the individual to be hired by GLC in accordance with Section 2.D. below.

"Product Rules" means those rules concerning the products which a Vendor may sell at the Market in accordance with Section 4 below.

"Purdue" means Purdue University, West Lafayette, Indiana.

"Purdue Market" means the Purdue Farmers' Market to be located at the north end of Memorial Mall on the Purdue University campus in West Lafayette.

"Season Vendor" means a Vendor who intends to vend at least once per week throughout most or all of the Market season, who signs a Contract, who pays the prescribed fees when required, and attends at least 75% of the Saturday Market sessions. Vendors who do not attend at least 75% of the Saturday Market sessions during the season will be considered to be Daily Vendors.

"Terms and Policies" means the terms and policies referenced herein.

"Vendor" means either a Season Vendor or a Daily Vendor who is directly involved with the production of items to be sold at a Market. This would include planting, tending, and harvesting produce, and creating craft items

from raw materials. Vendors at the Purdue market may include Purdue University academic departments or university operations.

"Vendor Fees" means the fees which a Vendor is required to pay under Section 6 below.

"Vendors' Representative" means a representative to be elected by the Vendors for each Market season in accordance with Section 2.C.1 below.

## 2. MARKET POLICIES AND ADMINISTRATION.

**A. Roles of GLC, the City, and Purdue.** GLC shall administer the Lafayette Market as an agent of the City and shall administer the Purdue Market as an agent of Purdue. GLC and the City reserve the right to terminate the Lafayette Market or to change the times, dates, locations, and/or policies relating to the Lafayette Market. GLC and Purdue reserve the same rights with respect to the Purdue Market.

**B. Market Policies.** GLC, with advice from the City, Purdue, and the Vendors' Representative, shall establish all Market policies, including policies applicable to customers as well as Vendors, and shall set all Vendor Fees.

**C. Vendors' Representative.** Each season through an election coordinated by GLC, the Vendors shall elect a Vendors' Representative for the Market season.

**D. Market Master.** GLC shall hire and supervise the Market Master, who will provide information about, interpret, and implement Market policies, oversee the daily Market operations, oversee Market set-up, assign vending spaces based on availability, collect fees, conduct on-site inspections of Vendor production sites, and assess or recommend the assessment of discipline of Vendors who violate these Terms and Policies or otherwise fail to satisfy their obligations under this Contract.

### **E. Market Board.**

1. Following the election of the Vendors' Representative, GLC will appoint a Market Board that is comprised of one or more representatives from GLC, the Vendors' Representative, the Market Master, and one or more Vendors.

2. The Market Board will upon request advise GLC and the Market Master concerning Market policies and Market operations.

3. The Market Board will make recommendations to GLC concerning the discipline, including termination of marketing privileges, of Vendors whom the Board determines have not complied with the obligations imposed on them by these Terms and Policies.

4. The Market Board may reclassify a Daily Vendor as a Season Vendor if the Market Board determines that a product that a Daily Vendor is offering is a significant addition to the Market and if the Daily Vendor can attend 75 percent of the Saturday Market sessions.

**F. Questions and Complaints.** Vendors may direct concerns or questions regarding operation of the Market to the Market Master or to the Vendors' Representative. Vendors may make complaints to the Market Master for forwarding to GLC, or may submit written complaints directly to GLC, P.O. Box 348, Lafayette, IN 47902-0348.

### **3. MARKET OPERATIONS.**

#### **A. Market Schedules.**

1. The Lafayette Market will operate from 7:30 a.m. to 12:30 p.m. on each Saturday from May through October. The Lafayette Market will operate under normal hours on Saturday, August 23, 2013, but will relocate to 4th Street between Main and Columbia Streets in conjunction with preparations for the Uptown Jazz and Blues Festival. Vendors may have access to their space(s) beginning one hour before the starting time and must vacate the premises by no later than 1:00 p.m. On Saturdays, (i) Vendors who are not in their assigned space(s) by 7:00 a.m. must park off-site and carry items to their assigned spaces, and (ii) for safety reasons, Vendors may not shut down and depart before 12:30 p.m. unless an earlier departure is approved by the Market Master.

2. The Purdue Market will operate from 11:00 a.m. to 2:00 p.m. on each Thursday from May through July and will operate from 11:00 a.m. to 3:00 p.m. on each Thursday from August through October. Vendors shall have their vehicles in place on Memorial Mall between 9:30 a.m. and 10:15 a.m. and must remove their vehicles from Memorial Mall on the half hour after the market closes as directed by the Market Master. For safety reasons, these times are not negotiable as they are based on class change times. Vendors who do not have their vehicle in their assigned stall by 10:15 a.m. must park off-site and carry items to their assigned spaces. The Purdue Market will not operate on the following dates in 2014, May 22, September 11, and September 18.

#### **B. Vendor Documentation.**

1. Each Season Vendor must sign a Contract and pay all required Vendor Fees before the Market season begins. Each Daily Vendor must sign a Contract and pay all required Vendor Fees at least seven days before the first day the Daily Vendor plans to vend.

2. When signing and submitting his or her Contract, each Vendor must submit a certificate or certificates of insurance evidencing adequate insurance to operate such vehicles as are needed to vend at the Market and adequate general liability insurance. GLC may reject or terminate any Contract if GLC, the City or Purdue determine in their sole and absolute discretion that a Vendor's coverage is inadequate.

3. Vendors selling products for which sales tax must be collected must provide a Registered Retail Merchant Certificate, which can be obtained from the Indiana Department of Revenue.

4. Vendors who will sell potentially hazardous food must comply with Tippecanoe County Department of Health regulations requiring them to be certified food handlers and must obtain the required permit prior to selling at the Market. Vendors outside of Tippecanoe County must provide their most recent health inspection by their county health department. Vendors who sell potentially hazardous foods that are not permitted by the Tippecanoe County Department of Health will not be permitted to vend.

5. Vendors at the Purdue Market must complete the Purdue University Temporary Food Service Application and submit it to GLC at least 10 days prior to attending the first event. Vendors at the Purdue Market who sell potentially hazardous foods must comply with Purdue University Radiological and Environmental Management regulations requiring them to be certified food handlers and must submit proof of certification to GLC prior to selling at the Market.

6. Vendors who are registered with the Women, Infants and Children Nutrition Program (WIC) must observe WIC regulations and must provide proof of WIC registration to GLC.

### **C. Assignment of Vending Spaces.**

1. The Market Master will allocate spaces for Season Vendors in advance of the opening of the Market. The Market Master will assign spaces for Daily Vendors as available, giving priority to Season Vendors, and may allow Daily Vendors to use any spaces not occupied within one half hour of Market's opening. If, for reasons beyond the control of GLC, the City, Purdue and/or the Market Master, one or more assigned spaces become unavailable, the Market Master will make reasonable efforts to reassign the Vendor(s) to another market space. The Market Master will place Daily Vendors on a call list to be contacted if space becomes available when a Season Vendor is unable to attend.

2. In assigning spaces, the Market Master will use a point system that rewards Vendors with the longest and most consistent participation in the Market, based on the number of seasons of participation and the number of days of attendance. The Market Master will assign Season Vendors spaces prior to the Market season based on the following criteria in the order specified: (1) the total number of points for the Season Vendor as of the end of the prior season; (2) the date on which GLC receives the Season Vendor's Contract and participation fee; and (3) the number of spaces for which the Season Vendor has contracted.

3. With the Market Master's approval, Daily Vendors at the Lafayette Market may use the south Shook Agency parking area as available. The Market Board may use this lot for special events and promotions in its discretion. The Market Board may consider attendance by Daily Vendors at these Markets as a factor in evaluating if a Daily Vendor may become a Season Vendor for the next season.

4. Vendors at the Purdue Market will be assigned spaces. Criteria such as cooking method, generator use and vehicle needs will be assessed in assigning vendors to their spaces. There will be limited access to electricity on August 23, 2014. Vendors must staff their space at all times during the market operating hours.

### **D. Vendor Parking.**

1. On Saturdays, Vendors at the Lafayette Market must park and secure their vehicles as directed by the Market Master. Vendor spaces will be clearly designated by Lafayette Street Department. Vehicles must face the sidewalk with their rear ends toward 5<sup>th</sup> street and front tires toward the sidewalk with the rear wheels securely blocked.

2. Vendors at the Purdue Market must park vehicles in the assigned vendor parking space as directed by the Market Master. Either a vehicle or a trailer may be parked in the vendor parking space, but it must fit entirely within the vendor parking space as directed by the Market Master. If vendors park a trailer in their space, tow vehicles may be parked in the Grant Street Parking Garage. The Market Master will have parking cards for extra vehicles. Vehicle drivers must comply with the direction of the Market Master, Purdue University Police Department, and Purdue Student Security Patrol.

### **E. Equipment and Supplies.**

1. Vendors at the Lafayette Market may supply a stand, counter or tables not to exceed the width of his or her stall space(s) and these, including products, tents, and displays, are allowed only up to the spaces designated on the brick pavers by the City of Lafayette Street Department (white rumble strips for the four corners of your space). The back or tailgate of a truck or wagon may be used in addition or in place of the above. This will be enforced and failure to comply may result in the Vendor being barred from participating in the Market. The sidewalk must be kept clear for pedestrian use. Space must be available from the street to reach the sidewalk in each stall space so as not to encroach into an adjoining stall space. Umbrellas or other weather protective devices may be supplied by the Vendor, who is solely responsible for damages or personal injuries resulting from the use thereof. Produce and products are to be marketed toward the center of 5<sup>th</sup> Street only. Produce and products marketed from stalls are to be marketed, shown, or placed next to or on its presenting

vehicle, counter, table(s), or the street, as directed by the Market Master. On Saturdays, Vendors at the Lafayette Market will be selling from the street as prescribed by the Market Master. **All tents and/or canopies must be adequately anchored with ballast and are subject to inspection by the Market Master.**

2. Vendors at the Purdue Market may supply a stand, counter or tables not to exceed the width of his or her assigned stall space(s) and these, including products, tents, and displays, are allowed only up to the stall space area as prescribed by GLC. The back or tailgate of a truck or wagon may NOT be used in addition or in place of the above. This will be enforced and failure to comply may result in the Vendor being barred from participating in the Market. The designated sidewalk area must be kept clear for pedestrian use. Umbrellas or other weather protective devices may be supplied by the Vendor, who is solely responsible for damages or personal injuries resulting from the use thereof. Produce and products are to be marketed from inside the vendor stall space on Memorial Mall only. Produce and products marketed from stalls are to be marketed, shown, or placed on counter(s), table(s), or as directed by the Market Master. **All tents and/or canopies must be adequately anchored with ballast and are subject to inspection by Purdue University Safety and Security Department.**

**F. Vendor Conduct.**

1. Vendors must comply with all laws and regulations that apply to them.
2. Vendors must comply with the Product Rules.
3. Vendors may not sell any products or goods at either the Lafayette Market or the Purdue Market that include or embody any Purdue trademark, service mark, trade name or other Purdue intellectual property unless properly licensed.
4. Season Vendors who are scheduled to vend at the Lafayette Market on Saturdays must let the Market Master or GLC know if they will not be attending on a particular Saturday by no later than the preceding Thursday at 5 pm.
5. Vendors must set up their own displays on each day they offer goods for sale at the Market. Vendors must be present while their goods are offered for sale. Vendors may not share their assigned space with others without the consent of GLC, but they may assign persons to assist them. Vendors retain full and exclusive responsibility for their Market space(s), for their sales, and for the actions of their assistants.
6. Vendors must clearly label each product to show which Approved Category the product falls. Vendors must clear label all products (other than concessions) that were not produced by the Vendor, specifying the product's place of origin. The price of all items must be clearly indicated. The Market Master may require Vendors who fail to provide adequate labeling to correct the failure.
7. Vendors who are cooking on-site must keep a fire extinguisher that is visible and accessible at all times. Grills used for cooking at the Purdue Market are subject to inspection by the Purdue University Safety and Security Department and are to be located as directed by the Market Master.
8. Vendors who are preparing food on-site at the Purdue Market must provide a hand washing station.
9. Vendors selling any article by weight or measure at the Market must contact Tippecanoe County Weights and Measures (765/423-9794) to arrange for their scales to be inspected. All scales must be certified and approved for commercial sales prior to vending at the Market.
10. Vendors must dress appropriately, including shoes and shirts.

11. Vendors must maintain their space(s) in a clean, safe, and sanitary manner, including protecting the pavement from oil or fuel drips from any part of the Vendor's vehicle. Vendors must haul away all trash or garbage that is generated in or around their booths and must sweep up and remove all debris on the ground. Vendors may not dispose of produce waste, overripe or leftover produce or boxes in any on-site or off-site garbage cans or dumpsters surrounding the Market site. Vendors using cups, etc. for sampling purposes must supply a small trash can or attach a small garbage bag to their booth for their customers. Vendors should bring their own brooms and dust pans.

12. Vendors must keep all food items at least 6 inches off the ground at all times.

13. Vendors may not smoke in the Market area.

14. Vendors may not bring animals to the Market area, unless required due to disability.

15. Vendors must keep a watchful eye on their children at all times, and may not allow their children to wander the Market area without a parent or guardian.

16. Vendors must permit periodic on-site inspections with at least 24 hours advance notice of their farm or business locations by GLC personnel, the Market Master, the Vendors' Representative, and/or members of the Market Board, or their agents, to verify compliance with these Terms and Policies.

17. Vendors must permit inspections by the Tippecanoe County Department of Health. Vendors at the Purdue Market must permit inspections by Purdue University Radiological and Environmental Management.

18. Vendors will cooperate with GLC and/or its designees in conducting promotions and events to attract additional customers and to add to the atmosphere of the Market.

#### **4. PRODUCT RULES.**

##### **A. Product Source.**

1. At least 70 percent of all products that a Vendor sells must have been produced by that Vendor excluding concessions, with this percentage based on the prices charged by the Vendor. For example, assume that a Vendor offers to sell (i) 125 dozen ears of sweet corn produced by the Vendor for a price of \$3 per dozen ears, for a total of \$375, (ii) potted plants and herbs produced by the Vendor whose total price is \$100, and (iii) craft items produced by the Vendor whose total price is \$150. Under these assumptions, the Vendor may also sell sweet corn or other products not produced by the Vendor that fall within any of the approved categories, so long as the total price of the additional sweet corn and/or other products would not exceed \$267.86, calculated as follows:

$$\begin{aligned} [(\$375) + (\$100) + (\$150)] \div (.7) &= [(\$625)] \div (.7) = \$892.86 \\ (\$892.86) - (\$625) &= \$267.86 \end{aligned}$$

2. However, the other 30 percent of product or products that a Vendor may sell but that the Vendor did not produce must have been purchased by the Vendor directly from the producer of the product, excluding concessions.

3. Vendors may not sell any products that they purchased from wholesalers, distributors, retailers, or in an auction, provided that concessions need not be purchased directly from their producers. Before each market season begins, Vendors must provide to the Market Master the name, address and telephone number

of each farmer or other producer whose products the Vendors intend to sell in accordance with the foregoing. Exceptions may be made in the event of acts of God.

**B. Product Quality.** All edible goods must be safe for human consumption. The Vendor is solely responsible for any damages resulting from the sale of unsound or unsafe goods. If the Market Master determines that a Vendor is offering any low quality or unsafe product, the Market Master may require the Vendor (i) to remove the low quality or unsafe merchandise from the Market immediately and/or (ii) to vacate the Market.

**C. Approved Categories.** Vendors may only sell products that fall within one of the following Approved Categories:

1. Home Grown/Processed Farm Fresh by the Vendor: fresh and unpackaged home-grown vegetables, fruit, nuts, and cut flowers; potted plants and herbs (annuals and perennials); dried flowers; and fresh, home grown food products that are minimally processed and packaged in new containers by the Vendor such as honey, other syrups, jellies, jams, preserves, persimmon pulp, dried spices and herbs, flour, cornmeal, unpopped popcorn, seeds, canned produce, cider and other pressed juices, dairy products, and vinegars. Vendors selling canned produce at the Purdue Market must have successfully completed The Better Process Control School course and must provide a certificate of completion to GLC. The sale of cider and other pressed juices and dairy products at the Purdue Market must be individually approved on a case-by-case basis by Purdue University Radiological and Environmental Management.

2. Organically Home Grown/Processed Farm Fresh by the Vendor: any of the produce or products described in (A) that have been organically grown, or made from produce organically grown, on a Vendor's own farm. Only products which have been organically grown by a Vendor who is an organic farmer may be sold in this category. To sell in this category, a Vendor must be listed as an "organic farmer" with the appropriate state department in Indiana or the state of his/her residence.

3. Other Indiana Farm Produce or Products: any of the produce or products described in (A) that the Vendor purchased directly from other farms or producers within Indiana, or any such products such as bakery goods produced by an Indiana commercial bakery.

4. Farm Produce or Products from Outside Indiana: any of the produce or products described in (A) for sale or obtained for resale from outside of Indiana.

5. Concessions: food and/or beverages for sale and immediate consumption at the Market. All non-dairy cold beverages sold at the Purdue Market must be Coca-Cola® products unless Vendor obtains prior written approval from Purdue to sell non-Coca-Cola® products. No alcoholic beverage may be sold or offered as a free sample at the Purdue Market. Food and/or beverages sold as concessions must be prepared by the vendors; no pre-packaged food and/or beverages sold as concessions may be purchased from wholesalers, distributors, or retailers (with the exception of Coca-Cola® products and university operations at the Purdue Market).

6. Arts/Crafts/Misc.: handmade or handcrafted products which have been juried and approved by Market Board may be sold in the Market if space is available. Vendors who have a storefront business will also be permitted to vend if approved by Market Board. All products that are not produced by the Vendor must be products of the USA. Vendors may not sell any soaps, lotions, perfumes, bath salts or other cosmetic products at the Purdue Market.

## **5. VIOLATIONS.**

**A. Excess Sales of Products Not Produced by a Vendor.** If the Market Master determines that a Vendor has sold or is attempting to sell products purchased directly from a third party producer that total more than 30 percent of the total products the Vendor has sold or is attempting to sell, the Market Master shall notify

the Vendor of noncompliance immediately. If a Vendor fails to correct such noncompliance immediately upon receiving such notice, the Market Master shall revoke the Vendor's vending privileges immediately.

**B. Sales of Products Neither Produced by a Vendor Nor Directly Purchased From the Producer.**

If the Market Master determines that a Vendor has sold or is attempting to sell any products that the Vendor did not either produce or buy directly from another producer, the Market Master shall, with the consent of GLC, revoke the Vendor's vending privileges immediately.

**C. Unsafe or Illegal Conduct.** The Market Master may immediately terminate a Vendor's vending privileges immediately if the Vendor is selling unsafe or dangerous products, if the Vendor is violating any applicable law, rule or regulation, or if the Vendor is otherwise engaged in any unsafe or illegal activity.

**D. Sale of Products not produced in a Certified Commercial Kitchen.** The Market does not allow Home Based Vendors to vend at the market or observe a "cottage law". All processed food must be prepared in a certified commercial kitchen as designated by the county health department. If the Market Master determines that a vendor has sold or is attempting to sell any products that were not created in a certified commercial kitchen, the Market Master shall, with the consent of GLC, revoke the Vendor's vending privileges immediately.

**E. Sale of Unpasteurized Milk Products.** The Market does not allow the sale of "raw" or unpasteurized milk products either for human or animal consumption. If the Market Master determines that a vendor has sold or is attempting to sell any dairy products that are "raw" or unpasteurized, the Market Master shall, with the consent of GLC, revoke the Vendor's vending privileges immediately.

**F. Procedures for Determining Compliance or Violations.**

1. The Market Master or a member of the Market Board may use his or her own observations, information provided by third persons, and information gathered in inspections to determine if a Vendor has complied with these Terms and Policies.

2. The Market Master will notify a Vendor if one or more of the Vendor's products offered for sale at the Market appears to violate a Product Rule or is being investigated to determine if it violates a Product Rule or otherwise does not comply with these Terms and Policies. The Market Master may arrange for an inspection of the Vendor's production location and methods, with such inspection to be conducted by GLC, the Market Master (or designee) and by a Market Board member (or designee). The Market Master, with consent of GLC, will immediately terminate the vending privileges of any Vendor refusing to allow such an inspection.

3. The Market Master will at all times retain the authority to request a Vendor to correct any failure to comply with these Terms and Policies immediately, and to suspend the vending privileges of any Vendor who fails to make the required protection.

4. The Market Master will report all noncompliance or violations to GLC and to the Market Board. The Market Board may follow any procedures that it deems in its sole discretion to be appropriate in evaluating an alleged violation, and will decide, by majority vote, whether or not a Vendor has violated the Product Rules or any other of these Terms and Conditions. The Market Board's ruling will be final and binding for all purposes.

5. If the Market Board determines that a Vendor did not commit a violation, the Market Master will notify the Vendor and no further action will be taken. If the Market Board determines that a Vendor has committed a violation, the Market Master and/or GLC will provide written notice to the Vendor terminating the Vendor's vending privileges effective immediately.

6. A Vendor whose vending privileges have been terminated will not be eligible to re-apply to become a Vendor until at least 12 months have expired following the date on which the Vendor's vending



privileges were terminated. Reinstatement will require the approval of at least two-thirds of the members of the Market Board.

7. Notwithstanding any other provision in these Terms and Conditions, GLC may terminated a Vendor's vending privileges and the Vendor's Contract at any time if GLC, the City, or Purdue determine in its or their reasonable judgment that a Vendor has failed to comply with any provision in these Terms and Policies. No Vending Fees will be refunded.

## 6. VENDOR FEES.

A. Amount of Vendor Fees. Each Vendor shall pay the following non-refundable Vendor Fees:

Fee for Saturday full season per space - \$300

Fee for Saturday anchor space full season per space - \$375

Fee for Thursday only full season per space - \$225

Fee for Saturday and Thursday full season per space - \$350

Daily fee per space for Thursdays - \$20/day

Daily fee per space for Saturdays - \$30/day

B. Timing and Method of Payment. Season Vendors must pay Vendor Fees for a full season by cash, credit card or check payable to GLC, in full by April 24, 2014. Daily Vendors must pay Vendor Fees on the day of use to the Market Master using checks payable to GLC.

## 7. COVENANT NOT TO SUE AND RELEASE OF ALL CLAIMS.

A. Lafayette Market. Each Vendor at the Lafayette Market, on behalf of himself, herself, or itself and his/her/its dependents, employees and agents, unconditionally promises not to assert or file, and hereby unconditionally releases, any action or suit at law or in equity alleging personal or bodily injury, death, or property damage in connection with or as a result of any activity under or in connection with this Contract, against (i) GLC or GLC's directors, officers, employees or agents, (ii) the City or the City's officers, employees or agents, or (iii) Coldwell Banker/The Shook Agency, Bistro 501, The Historic Lahr Apartments, the Knickerbocker Saloon, Roth Florist, Legal Aid Corporation of Tippecanoe County, Mulhaupt's, Inc., Altman Investments, Salin Bank, Marquis Doll Museum & Restoration, Regions Bank, Sunrise Diner or (iv) any other property or area that is designated for Vendor use and any other adjacent property owner, tenant or business, regardless of the negligence or other fault of any of the foregoing.

B. Purdue Market. Each Vendor at the Purdue Market, on behalf of himself, herself, or itself and his/her/its dependents, employees and agents, unconditionally promises not to assert or file, and hereby unconditionally releases, any action or suit at law or in equity alleging personal or bodily injury, death, or property damage in connection with or as a result of any activity under or in connection with this Contract against Purdue or Purdue's trustees, officers, employees or agents, regardless of the negligence or other fault of any of the foregoing.

C. Survival. This Section 7 shall survive any termination of the Contract.

## 8. INDEMNIFICATION.

A. Lafayette Market. Each Vendor at the Lafayette Market agrees to fully indemnify and hold (i) GLC and GLC's directors, officers, employees and agents, (ii) the City and the City's officers, employees and agents, and (iii) Coldwell Banker/The Shook Agency, Bistro 501, The Historic Lahr Apartments, the Knickerbocker, Roth Florist, Legal Aid Corporation of Tippecanoe County, Mulhaupt's, Inc., Altman Investments, Salin Bank, Marquis Doll Museum & Restoration, Regions Bank, Sunrise Diner or (iv) any other

property or area that is designated for Vendor use and all other adjacent property owners, tenants, and businesses, harmless from any and all claims asserting liability, loss, bodily injury, death, or property damage, including settlements, judgments, and reasonable attorney fees and litigation expenses, arising from or related in any way to Vendor's participation in the Lafayette Market, regardless of the negligence or other fault of any of the indemnified persons or parties.

**B. Purdue Market.** Each Vendor at the Purdue Market agrees to fully indemnify and hold Purdue and Purdue's trustees, officers, employees and agents harmless from any and all claims asserting liability, loss, bodily injury, death, or property damage, including settlements, judgments, and reasonable attorney fees and litigation expenses, arising from or related in any way to Vendor's participation in the Purdue Market, regardless of the negligence or other fault of any of the indemnified persons or parties.

**C. Survival.** This Section 8 shall survive any termination of the Contract.

**PLEASE NOTE: This signature page must accompany all necessary paperwork (Certificate of Insurance showing general liability and proof of vehicle insurance, and also a Registered Retail Merchant Certificate if sales tax applies to your product)**

CONTRACT FOR VENDING IN THE LAFAYETTE FARMERS' MARKET  
AND/OR PURDUE FARMERS' MARKET

Vendor's Name: \_\_\_\_\_

Vendor's Date of Birth (if you are participating in the Purdue Market): \_\_\_\_\_

Name of Business: \_\_\_\_\_

Home / Business Telephone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Home Address (if different from above): \_\_\_\_\_

\_\_\_\_\_

Commercial Kitchen (please list if you sell prepared foods): \_\_\_\_\_

\_\_\_\_\_

Type(s) of produce/products Vendor expects to sell at the Market (you can also submit an attachment) :

Season Vendors (not Daily Vendors): Please use the back or a separate sheet of paper to write a statement(s) about your product(s) that you would like to include on our website ([www.LafayetteFarmersMarket.com](http://www.LafayetteFarmersMarket.com)). This information can also be submitted in a digital format via email to [information@greaterlafayettecommerce.com](mailto:information@greaterlafayettecommerce.com).

Vendor Category or Categories (Check one space)-(See #2 under "Terms and Policies..."):

- A. Home Grown/Processed Farm Fresh by the Vendor
- B. Organically Home Grown/Processed Farm Fresh by the Vendor
- C. Other Indiana Farm Produce or Products (up to 30% only)
- D. Other Farm Produce or Products from Outside Indiana (up to 30% only)
- E. Concessions
- F. Arts/Crafts/Miscellaneous

CSA Participant? Y N

WIC Program Registration No. \_\_\_\_\_

Assigned Space(s) No. \_\_\_\_\_ (to be completed by GLC)

I plan to participate as a Vendor (Check one space):  
 Season Vendor (May-October 75% of Markets)  
 Daily Vendor (occasionally or less than 75% of Markets)

I plan to participate on these days of the week as a Vendor (check all that apply)  
 Thursday (on Purdue's campus)  
 Saturday

I plan to participate:  All Season  May  June  July  Aug.  Sept.  Oct.

**If you sign up to be a Season Vendor you will be expected to attend 75% of Saturday markets.**

**Out of Season Markets**

There will be 5 out of season markets that will be available for vendors to participate. You must have your paper work turned in before the first out of season market in order to participate. Please check the markets you would like to participate in. You may also sign up at a later date. All markets are downtown.

- Easter Market – Saturday, April 19 8:00am to noon
- Holiday Open House – Saturday, November 15 8:00am to noon
- Thanksgiving Market – Saturday, November 22 8:00am to noon
- Dickens Market – Saturday, December 6 10:00am to 3:00pm

- My payment is enclosed in-full
- I will pay by April 24, 2014
- I will pay daily (for Daily Vendors only)

I give GLC permission to release my contact information to customers interested in contacting me for information and or special orders.  yes  no

This CONTRACT FOR VENDING IN THE LAFAYETTE FARMERS' MARKET AND/OR THE PURDUE FARMERS' MARKET is entered into and agreed upon, with the Vendor having fully read and being in full agreement with the attached "Terms and Policies", which are incorporated into this Contract.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Vendor (Print Name)

\_\_\_\_\_  
GLC Signature

\_\_\_\_\_  
GLC (Print Name and Title)

Date Contract Accepted by GLC \_\_\_\_\_

# Lafayette Farmers Market Checklist

Please remember the following documents when you apply for the Historic Lafayette Farmers Market and Purdue Farmers Market.

- Completed and signed contract
- Certificate of Insurance – Commercial General Liability
  - Certificate Holder: Greater Lafayette Commerce, P.O. Box 348, Lafayette, IN 47902
    - General Aggregate \$2,000,000
    - Products/Completed Operations Aggregate \$2,000,000
    - Each Occurrence \$1,000,000
- Proof of vehicle insurance
- Registered Retail Merchant Certificate - if sales tax applies to your product
- Purdue University Temporary Food Service Application – if you plan to vend at the Purdue University Farmers Market
- Women, Infants and Children Nutrition Program (WIC) registration number – if you participate

Please note we may request the following documentation before you are permitted to vend

- Most recent health inspection
- Proof of purchase of seeds, plants or produce
- Certified food handler certificate – if you will be selling potentially hazardous items at the Purdue Farmers Market

