



HIGHLAND PARK FARMERS' MARKET VENDOR GUIDELINES

The Highland Park Farmers' Market, a division of the Highland Park Business Association (the "HPFM") is dedicated to providing a forum where residents and guests of Highland Park can have access to quality, fresh, and local produce. Much of the success of the Market will be determined by the dedication of the Market's vendors. These Guidelines are intended to maintain the highest standards and create a mutually beneficial relationship between the Market and its vendors.

Vendor Requirements

Vendors must be located in and grow all produce that make available for sale at the Market in the following Counties:

- Hennepin • Dakota • Sherburne
- Ramsey • Scott • Carver
- Wright • Rice • Polk (WI)
- Washington • Goodhue
- Anoka • Chisago

Any requests to sell produce grown outside of this area must receive prior written approval from the HPFM. All vendors must provide the HPFM with information concerning the location of the fields in which its produce is grown. By agreeing to sell produce at the HPFM, the Vendor is agreeing to submit to on site inspections of the produce fields.

Market Times and Dates

The HPFM will be open from 7:30AM until 11:30AM each Saturday beginning 6/4/2011 and ending 9/24/2011. The HPFM is located in the dedicated area behind the Starbucks located on Cleveland Avenue and Ford Parkway, St. Paul, Minnesota. The market will be closed during periods of inclement weather.

Stall Size and Appearance

Stall Spaces are large enough to accommodate a van or pick-up truck. A vendor must fit his or her stand, vehicle, and produce in the Stall Space. If a vendor is unable to fit his or her vehicle in the Stall Space, accommodations may be made prior to the beginning of the season with the HPFM



to unpack prior to the start of the market, repack after the close of the market, and park in an alternative location at the direction of the HPFM during the course of the market.

Stall Spaces are to be kept in a neat and orderly appearance at all times. Vendors may display tasteful signs, including their name and the products they have available. Any tent erected by a Vendor must fit within the stall space, be in good condition, and add to the overall appearance of the HPFM. Vendors agree to remove any sign, tent or other object at the written or verbal request of the HPFM.

Prohibition on Sales

Vendors are prohibited from selling any or all of the following: coffee, espresso drinks, blended drinks, coffee beans, books, magazines, greeting cards, CD's DVD's burritos, tacos, tortilla chips, guacamole, or any other item that would be in direct competition with Starbucks, Barnes & Noble Booksellers or Chipotle Mexican Grill.

Clean-Up

Each vendor is responsible for the clean up of his or her Stall Space **within 30 minutes of the market closing**. Failure to do so will result in a fine of twice the cost of cleaning the Stall Space and suspension or termination of the Vendor's contract at the discretion of the HPFM.

Each vendor is responsible for the removal of all trash resulting from or found in and around the vendor's Stall Space.

Vendor Fees

The Vendor Fees for the 2011 Highland Park Farmers' Market are as follows:

Application Fee: \$30 (for administration costs)
Annual Pass: \$240 for the entire season
Weekly Pass: \$15 a week

An Annual Pass permits a Vendor access to one (1) Stall on each of the days the HPFM is open for the duration of one (1) season. Vendors who do not purchase an annual pass may purchase access to one (1) stall on a weekly basis. Annual pass holders will have priority to stall spaces.



Payment of Vendor Fees

Payment of Vendor fees is due each year the earlier of (i) prior to the beginning of the season or (ii) delivery of the signed Vendor contract to HPFM. Any deviation from this is at the sole discretion of the HPFM.

Location of Stalls

Stalls are assigned a number. Reservations for a specific stall are taken on an annual basis, first come, first serve. A vendor must return his or her signed Vendor Application to the HPFM prior to making a reservation for a particular stall.

Attendance

Part of the success of the HPFM will rely upon the consistency of its vendors. Vendors agree that they will be in attendance on the week or weeks as specified in their Vendor Contract. Vendors agree that they will arrive between 1 hour and ½ hours prior to the market opening and will leave no earlier than the market closing and no later than ½ hour after the market closing.

Insurance

Each Vendor is responsible for ensuring he or she has full and adequate insurance coverage, including, but not limited to, product liability insurance, errors and omissions policies, workers' compensation insurance, and insurance to cover any losses.

Permits and Compliance with Local Food Safety Laws

It is the responsibility of each Vendor to ensure compliance with local and federal law. This includes the collection and payment of state and local sales and other taxes, compliance with all food safety and handling laws, obtaining and displaying proper permits and licenses. HPFM is not responsible for ensuring compliance with any of these. It is the responsibility of each Vendor to ensure they are aware of and comply with all applicable laws.

Other General Prohibitions

- Sale of any produce or product not pre-approved by the Market
- Obscene or profane language
- Any Illegal activity
- Sale or Display outside of the Vendor's Stall area



Guideline Changes

Changes to the Guidelines may be made at anytime by the Market with or without prior written notification to Vendors.

Indemnification

By entering into this Agreement, Vendor does hereby release HPFM and its respective agents and employees from liability for any injury, loss or damages to Vendor. Furthermore, Vendor agrees to indemnify, defend, and hold HPFM, HPFM's officers, managers, members, employees and agents harmless against and from any and all liability, loss, costs, damages, expenses, including reasonable attorneys' fees, claims and demands, that may be brought against HPFM, HPFM or Highland Business Association's officers, managers, members, employees and agents, for or on account of any damages, loss or injury, or for any damages, loss or injury to persons or premises caused by Vendor. For purposes of this Section, "Vendor" shall include Vendor, its employees, agents, servants, invitees, licensees, contractors and subcontractors. This indemnification shall survive the expiration or earlier termination of this Agreement.

FAILURE TO COMPLY WITH THESE GUIDELINES WILL RESULT IN A MONETARY FINE, NOT TO EXCEED \$500, AND/OR SUSPENSION OR TERMINATION OF THE VENDOR CONTRACT.