**CRANE PARK MARKET AGREEMENT**

This Agreement between the Montclair Center Corporation, d/b/a Montclair Center BID (“BID”), and each farmer or other vendor (“Vendor”) outlines the responsibilities and obligations of each Vendor participating in the BID Crane Park Market (“Market”) and includes basic rules applicable to the Market.

Background- Crane Park Market

The Market is sponsored by the BID to (a) supplement the availability in downtown Montclair of fresh produce and other specialty products; (b) provide a retail outlet for area farmers and craft vendors; (c) draw additional customers to downtown; and (d) enhance utilization of park space downtown. The Market will operate weekly in 2018 from Sunday July 15, 2018 through Sunday September 23, 2018 on Sundays from 11 am to 4:00 pm in the Crane Park at the intersection of Glen Ridge Avenue and Greenwood Avenue, as authorized by the permit # 10479684 issued by Montclair Township. The Market will be closed Independence Day and Labor Day weekends.

1. Vendors Participation

Each Vendor agrees to participate in the Market in accordance with the attached schedule and offer for sale farm produce or other products, as approved by the BID from time to time. Any changes to the schedule require at least 7 days’ notice to the BID and its Market Manager. Vendor shall supply a list of products or the categories of products to be offered at the Market. See attached Market Rules for participation fees.

2. Set up, Removal and Costs

Each vendor is solely responsible for setting up, caring for and removing its own tables, displays, products, and equipment. Vendors must be in place and ready to open at least 15 minutes prior to opening of the Market. Each Vendor must remove the tables and notices within 1 hour after the end of the Market for the day. Vendor is solely responsible for its operating and other costs.

3. Compliance with Law, Ordinances and Regulations

Vendor is responsible for and shall comply with all applicable municipal, state and other laws, regulations and ordinances pertaining to its products and services. Each Vendor must obtain a peddler’s license from Montclair Township as well as health permit for distributing food. Each Vendor must comply with applicable requirements for collection and payment of sales taxes, if applicable.

4. Insurance

Vendor shall secure and maintain general and products liability insurance for protection against claims, injuries and damages in the amounts specified by the BID. Proof of liability insurance must be submitted to the BID with this Agreement.

5. Release and Disclaimer

Vendor acknowledges that it is fully responsible for all sales, costs, risks and liability in connection with its participation in the Market and that the BID and Montclair Township assume no responsibility or liability for damages to goods or property of the Vendor or any liability for injury or damage to persons or property caused by or in connection with the operations, activities or sales of Vendor. Vendor also acknowledges that the BID’s and Montclair Township’s insurance do not cover Vendor or its operations, business or products.

6. Hold Harmless Agreement

In consideration for the use of Crane Park property owned by Montclair Township and participation in the Market, Vendor agrees to defend, indemnify and hold harmless the BID and Montclair Township, as well as their agents, officers, members and employees from any and all liability, loss or damage, including, but not limited to, bodily and personal injuries, injuries resulting in death, property damage and all other claims, actions and expenses, including reasonable attorney fees and costs, which may occur as a result of Vendor’s participation in the Market.

7. Market Manager

The Montclair Center BID has appointed Joann Smalls as the Market Manager to coordinate and manage the Market, including placement and assignment of space, enforcement and interpretation of rules and ongoing operations. Her contact number is 973-449-5294.

8. Rules

The Market Rules, which are attached and incorporated herein by reference, may be changed from time to time upon one week written notice to Vendor.

**By signing below, I represent that I have read and understand this Agreement and the Market Rules annexed hereto and I agree to adhere to this Agreement and Market Rules.**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed Name and Title)

Business/Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owners/Contact Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Primary Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Secondary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Products or Services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MARKET RULES**

* The BID Market Manager will oversee the market and has the authority to assign vending space, answer questions about permitted goods and other rules, manage the Market and revoke privileges for rules or agreement violations.
* Market participation non-refundable fees are $35/day for all Vendors, except for nonprofit organizations or groups which will be charged $25/day.
* Vendors will be assigned space by the Market Manager. Assigned space not occupied within one-half hour after the start of morning may be re-assigned to another vendor without reimbursement or refund of fees.
* Vendor must offer permitted goods produced or grown primarily by Vendor. Local goods and product are preferred. Any items not mentioned on the agreement must be pre-approved by the Market Manager before allowed in Vendor’s offerings.
* Permitted goods include(but are not limited to)fresh fruits, vegetables, potted, fresh-cut and dried flowers, potpourri, fresh and dried herbs and spices, plants, trees, honey, baked goods, jellies, jams, preserves, dried vegetables, dried fruits, sauces, cider or goods, and handmade soaps, candles, and other items.
* Vendors must be finished with set-up at least 15 minutes prior to the opening of the Market and must stay until the end of the Market day. Early breakdown is not allowed, unless approved by Market Manager.
* Vendors must be at their booths at all times during the operating hours.
* Vendor is responsible for maintaining and cleaning up its own space and disposing of its waste and garbage.
* Vendors must comply with Montclair Township health and peddlers’ permits. Forms are available from our Market Manager. Note that Montclair requires a background check for all Vendors attending the market more than 3 days.
* The Bid is not responsible for any permitting, licensing, insuring, State or Federal income tax or costs of Vendor’s business operations.
* Vendors are responsible for marketing/advertising their products and business.
* Any Vendor that offers products or services non-compliant with these rules may be removed or barred from future participation in the Market.
* The BID does not guarantee the availability of electricity. Vendors may need to bring personal battery packs and/or generators. The Montclair Fire Department must be notified of any equipment with flammable fuel.
* Vendor must be 18 years old or have a parent present and registered as the Vendor. For example, Girl Scouts under 18 who wish to sell cookies must have a parent or other responsible adult with them at all times.
* Vendors must work in a harmonious manner with other vendors, customers, Market Manager and BID staff.
* **Smoking, alcohol or illicit drug consumption, racist comments, or patently offensive statements or actions are strictly prohibited at the Market**.

These rules are subject to change at any time. You will be given at least a one week notice if any changes.