

THE SHOPPES AT
EAST  CHASE
FARMERS MARKET
2019 APPLICATION

VENDOR NAME _____

FARM/BUSINESS NAME: _____ # ACRES IN PRODUCTION: _____

MAILING ADDRESS: _____

CITY: _____ COUNTY: _____ ZIP CODE: _____

PHONE: _____ EMAIL: _____

WEBSITE: _____

PLEASE LIST ALL PRODUCTS INTENDED TO SELL:

Indemnification & Hold Harmless: By participating in the market, vendor hereby agrees to be individually and severally liable for and to indemnify and hold NP/I&G EastChase Property Owner, L.L.C., NP/I&G EastChase, L.L.C., NP/I&G Institutional Retail Partner, L.L.C., Wells Fargo Bank, N.A., a national banking association (as successor by merger to Wachovia Bank, National Association, a national banking association) Bayer Properties, L.L.C., JP Morgan Chase Bank, N.A. dba The Shoppes at EastChase, the Market Manager, and the Market Advisory Committee (collectively, the “Indemnitees”) harmless from and against any loss, personal injury, deaths, and/or any other damages, costs and expenses (including attorneys’ fees), liabilities, claims, or actions that may occur, be incurred by or be asserted against Indemnitees as a result of the acts or omissions of vendors or that of its servants, agents, employees, customers or invitees.

Applicant Statement: I agree to abide by the terms of The Shoppes at EastChase Farmers Market outlined in the 2019 Market Rules and Guidelines to obtain all applicable permits and licenses; to assist in the inspection of my garden by agents of The Market and the Alabama Cooperative Extension System (where applicable); to sell only agricultural products from my farm (where applicable); or to sell only products produced by myself and/or my employees. Failure to abide by Market Rules will result in removal from the 2019 Market. I further agree not to hold any of the Indemnities responsible for any damages arising out of the sales of my products.

This application shall in no way modify the provisions of the “Vendor Indemnification / Hold Harmless Agreement” agreed to and signed by the undersigned.

SIGNATURE: _____ PRINT NAME: _____ DATE: _____

Return form and grower’s permit via mail or email to the address below to apply for the 2019 The Shoppes at EastChase Market. Please note, submission of application does not guarantee presence at The Market. Vendors will be selected and notified by April 1, 2019.

Suzanna Wasserman, Marketing Director
The Shoppes at EastChase
7274 EastChase Parkway
Montgomery, AL 36117
swasserman@bayerproperties.com

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EAST  CHASE

EXHIBIT "A"

VENDOR INDEMNIFICATION / HOLD HARMLESS AGREEMENT

As an inducement to Bayer Properties, L.L.C. ("Bayer") agreeing to allow _____ ("Vendor") to use a portion of the common area of that certain shopping center commonly known as The Shoppes at EastChase, located in Montgomery, Alabama (the "Shopping Center"), Vendor hereby agrees as follows:

To the maximum extent permitted by law, Vendor, its officers, shareholders, employees, agents, contractors and invitees (hereinafter collectively referred to as "Indemnitors") hereby agree to indemnify and save harmless NP/I&G EastChase Property Owner, L.L.C. ("The Shoppes at EastChase"), NP/I&G EastChase, L.L.C, NP/I&G Institutional Retail Partner, L.L.C., Wells Fargo Bank, N.A., a national banking association (as successor by merger to Wachovia Bank, National Association, a national banking association) Bayer Properties, L.L.C., JP Morgan Chase Bank, N.A. dba The Shoppes at EastChase, the Market Manager, and the Market Advisory Committee (collectively, the "Indemnities") and their affiliates and their respective officers, members, directors, employees, contractors and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all liabilities and/or expenses in connection with the loss of life, bodily injury, personal injury, and/or property damage caused by Indemnitors' acts or omissions, or arising out of, or in connection with, Indemnitors' use and occupancy of the Shopping Center, or any part thereof.

In addition to the foregoing, to the maximum extent permitted by law, Indemnitors hereby agree to hold the Indemnitees harmless from and against any claim, damage, action, penalty, liability or judgment arising out of any loss, theft, burglary, robbery, damage, fire or other loss caused by casualty, or any other reason, to any of the Indemnitors' possessions or personal property of any kind, including without limitation, equipment, supplies, prizes, inventory, merchandise or exhibits, which are located in the Shopping Center.

Without limiting Indemnitors' obligation to indemnify and hold harmless the Indemnitees, Indemnitors specifically acknowledge and agree that there shall be no personal liability of the Indemnitees, arising out of, or in connection with, Indemnitors' use of the Shopping Center.

Vendor shall keep and maintain the common area of the Shopping Center, including any equipment installed therein or thereabout, neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition in accordance with the general character of the Shopping Center, all applicable laws and shall comply with all rules and regulations of the Shopping Center now in effect or as hereinafter amended by Bayer.

VENDOR:

THE SHOPPES AT
EAST  CHASE
FARMERS MARKET
RULES + GUIDELINES

INTRODUCTION:

The Shoppes at EastChase Farmers Market, referred to as the “Farmers Market” in this document, was founded on the concepts of regional food production for fresh consumption, promotion of family farming, direct marketing of farm products, and the common good of all who participate in The market. With these goals, the following rules and guidelines are intended to make it as easy as possible for local producers to sell their products directly to the general public without much of the “red tape” associated with conventional marketing outlets. The success of our market depends on a good growing season and the active participation and cooperation of many and varied producers. The Shoppes at EastChase Farmers Market Advisory Committee manages the regular business operations of The Market and welcomes your input. The Market Advisory Committee, composed of Don Wambles, Director, State of Alabama Farmers Market Authority; Jeff Branch, General Manager, EastChase; Suzanna Wasserman, Marketing Manager, EastChase and John Aplin, Market Manager. The Market Advisory Committee’s meeting schedule may be obtained through the Market Manager.

LOCATION:

- The Shoppes at EastChase Farmers Market shall be at a designated location, currently designated at the northwest corner of the Dillard’s parking lot at The Shoppes at EastChase, 7274 EastChase Parkway, Montgomery, Alabama.

THE SELLING SEASON:

- The Farmers Market will be open for retail sales from 7:00 AM to 12:00 PM every Saturday of the market season as designated by the Market Advisory Committee. The season for 2018 will consist of only one market this year that will run from Saturday, May 12th through Saturday, September 29th. Vendors who will not have product to continue through the fall can rent a booth through August 26th. The market will be held rain or shine.

PERMITS AND FEES:

- A growers’ permit must be completed before selling at The Market. Permits are available at no charge from the County Extension Office. The purpose of the certificate is to ensure that the products sold originate with the producer, his or her family, employees or partners. This allows the producer and the customer to be exempt from state and local taxes for goods sold. If you are selling products that do not allow you to be classified as a grower, i.e.; baked goods, you are required to have a business license from the City of Montgomery, Montgomery County and the State of Alabama and are responsible for collecting and remitting related sales taxes.
- Any fees collected by The Market are for the express purpose of promoting and operating The Shoppes at EastChase Farmers Market. This includes but is not limited to, administrative expenses and advertising.

THE SHOPPES AT
EAST  CHASE

SPACE ASSIGNMENTS AND RESERVATION POLICIES:

- Vendors will be licensed to sell from only one vehicle and must occupy only one space as assigned by the Market Manager unless an additional space has been assigned and **payment received**. Vendors are not permitted to share tent space with unapproved vendors. Maximum vehicle size is a 1-ton pickup truck or van unless prior arrangements have been made. Displays must be confined to the assigned space. If the vendor is using a trailer to display and sell goods, the towing vehicle must be disconnected and moved out of the area. If a trailer or display is obstructing vehicular or pedestrian traffic, or is judged to be a safety hazard by the Market Manager, it must be moved.

- Producers may license a space for the season by paying the following rental fees:

Farmers Market	May 11 – August 31	\$500 {1 Tent} \$800 {2 Tents}
	May 11 – September 28	\$700 {1 Tent} \$1,000 {2 Tents}
*Fall Market	August 25 – September 28	\$200 {1 Tent} \$400 {2 Tents}

- All vendors are required to be set up no later than 6:30 AM and be ready to do business when the market opens at 7:00 AM. When running late, contact the Market Manager at 334-726-5104 so that he does not reassign your space. The Market Manager will need at least a two-day notice if you will not participate in The Market if you are a seasonal vendor.
- The Market Manager designates the vending location for all producers with or without vehicles, and if the Market Manager deems it necessary, may require a producer to relocate.

REGULATIONS:

- Producers may sell at the market. A producer is defined as the person that grows or makes the product and may also include the producer's immediate family, partners, employees, or local cooperatives upon prior review. A partnership, for the purpose of this document, is defined as two or more individuals engaged together in the joint production of goods. Any complaints filed with the Market Manager concerning production regulations will be investigated by The Shoppes at EastChase Farmers Market Advisory Committee and/or a representative of the State of Alabama Farmers Market Authority. Should a complaint be found valid, it may result in expulsion from The Market for the remainder of the selling season, and no refund will be made for market fees paid to date.

THE SHOPPES AT
EAST  CHASE

- In an effort to ensure that our market remains a “growers market”, we will be doing mandatory farm inspections before the beginning of The Market and during The Market if deemed necessary. You will be contacted in advance to schedule your inspection at time that works best for you.
- Arts and crafts are not permitted for sale at the market unless prior approval is received from The Shoppes at EastChase Farmers Market Advisory Committee. If there is any question whatsoever about whether an item may be sold at The Market, a brief written proposal should be submitted to the Market Advisory Committee for review.
- All vendors must clearly display the prices of their products.
- Producers may sell their own farm and kitchen products including (but not limited to): fruit, vegetables, eggs, cut flowers, plants, cheese, cider, jams, jellies, relishes, honey, home canned goods and baked goods. Many items are subject to Health Department regulations. It is the responsibility of the producer to abide by these regulations. Contact these agencies for inspection and approval. No cooking is permitted within The Market area without prior approval by The Shoppes at EastChase Famers Market Advisory Committee. It is the responsibility of each producer to abide by all state and federal regulations which governs the production, harvest, preparation, preservation, labeling, or safety of products offered for sale at The Market. Vendors are liable for their own products. The Advisory Committee, NP/I&G EastChase Property Owner, LLC, the City of Montgomery and/or the State of Alabama Farmers Market Authority shall not be held accountable for the products offered by vendors. Product and liability insurance is the responsibility of the producer. If there is any question whatsoever about whether an item may be sold at The Market, a brief written proposal should be submitted to the Farmers Market Advisory Committee for review.
- At the beginning of each market day, vendors will check in with the Market Manager. Vendors should be set up at the market by 6:30 AM. Each seller is expected to stop selling at noon and have all produce, baked goods, boxes, containers, etc. loaded for removal by 12:30 PM. The Market Manager will have the authority to change The Market hours on special occasions; however, notice must be given to the Farmers Market Advisory Committee.
- SILENT Electrical generators are allowed at the market, and must be approved by Market Manager in advance. Vendors must bring their own all-weather extension cords and should arrange for a space near the power outlet. Electrical cords must not be a safety hazard and must meet all codes and OSHA regulations.

THE SHOPPES AT
EAST  CHASE

GENERAL GUIDELINES

- It is recommended that vendors use safe, natural and colorful displays. Be aware of tripping hazards in the walk area. It is best to raise all displays (especially food items) at least 24 inches from the ground. Three vertical levels of displays will dramatically increase product visibility.
- Public restrooms are located in the shopping center.
- One 10 x 10 tent and one 8 foot table are available at no cost to vendors. Vendor must use a table cloth on all tables, provided by the vendor.
- All vendors must have a sign identifying the name and location of the farm as well as table cloths. Signs for vendors and other decorations are to be approved by the Farmers Market Advisory Committee in advance.
- Vendor is responsible for setting up and breaking down tables and tents. Vendor is liable for any damage to tables and tents that requires repair and/or replacement.
- The Market Manager and the Advisory Committee reserve the right to terminate a license for any reason at any time without refund of the membership license fee.