

FARMERS MARKET VENDOR AGREEMENT

The BOROUGH OF BUTLER, a Municipal Corporation of the State of New Jersey (the “Borough”) agrees to allow _____, (hereinafter “Vendor”) hereto, located in the Borough of Butler, County of Morris, New Jersey, to participate in a farmers markets to be held in the Butler Museum parking lot on August 14, 2010, September 11, 2010 and October 9 2010.

IN CONSIDERATION of the use granted by the Borough to Vendor, Vendor agrees to comply strictly with the terms and conditions set forth below:

Inspection and Acceptance

1. Vendor has inspected the area which shall be the site of the market. Vendor hereby accepts the market area “as is” as suitable for intended use. The Borough makes no representations as to the condition, or fitness for any use of the market area except as may be requested by Vendor and approved in writing by the Borough. Vendor shall make no alterations or modifications to or within the market area. The Borough reserves the right to reconfigure the market area in its sole discretion.

Event Date(s), Use(s) and Hours

- 2(a). Vendor shall use the market area only as permitted by the Borough of Butler.
- 2(b). The Borough shall have the right to cancel event date(s) if or when doing so is determined by the Borough to be in the public interest. Except in an emergency, the Borough shall provide Vendor with 3 days’ written notice of such cancellation. In the event of an emergency, the Borough shall provide such notice as is reasonable under the circumstances.
- 2(c). Vendor is permitted to use the market area on the above event date(s) between the hours of 8:00 a.m. and 1:00 p.m. for the sole permitted use of setting up, operating and taking down outdoor markets and for restoring the market area to its conditions prior to the market use.

Term

3. The term of this Agreement commences as of the date the first farmers market is scheduled and shall continue until modified by the parties.

Obligation of the Parties

4. Vendor must provide the Borough with evidence of the insurance coverage required by the Borough.

5. All vendors, unless exempt, must have a sales tax certificate and must provide the Borough with a copy of the certificate

Indemnification

6. Vendor shall defend, indemnify and save harmless the Borough, its officers, agents and employees from any and all claims and demands of any kind whatsoever by whomever brought, including, but not limited to, claims for personal injuries (including death) and claims for property damage, directly or indirectly arising out of or resulting from: 1) Vendor's use or occupancy of the market area or of the business conducted by the Vendor or its vendors; or 2) out of the acts or omissions of Vendor, its officers, members, employees, agents, representatives, vendors, customers, guests, invitees or any other persons having a relationship with Vendor; or 3) any default by Vendor in its performance or observance of its covenants or obligations under this Agreement.

General Conditions

7.. The Borough shall be entitled to require Vendor to provide, and its officers, members, employees, agents, representatives, vendors, guests, invitees and other persons having any relationship with it to wear, suitable means of identification, which shall be subject to approval by the Borough.

8. The Borough shall have the right to object to Vendor regarding, among other things, the demeanor, conduct and appearance of Vendor's officers, members, employees, agents, representatives, customers, vendors, guests, invitees, and other persons having any relationship with

Vendor, or the appearance or conduct of any market or portion thereof, whereupon Vendor will take steps as necessary to remove the cause of the Borough's objection.

9. Vendor acknowledges that the Borough does not assume any responsibility whatsoever for any property used by or brought to the market area by Vendor or for Vendor's officers, members, employees, agents, representatives, customers, or vendors. The Borough may provide such security and maintenance personnel as the Borough deems to be adequate in its sole discretion, to allow Vendor to use the market premises in a safe and clean fashion and without interference from non-invitees.

10. Vendor acknowledges its sole and exclusive responsibility for obtaining, as a precondition of its right to operate hereunder, any and all federal, state, county and local permits, permits and/or approvals that shall be necessary for the intended use or occupancy of the market area by Vendor.

11. Vendor covenants that its use of the market area shall be in full regard for public safety and in compliance with all applicable federal, state and local laws, rules and regulations of any kind whatsoever, including Borough ordinances with respect to fire safety, crowd protection and recycling. All means of access to and egress from the market area shall be kept clear and shall not be used for purposes other than access or egress.

12. Vendor understands that trash removal shall be their responsibility. Borough will provide refuse cans for patrons of the farmers market and it shall be the responsibility of the vendor to remove their own trash.

13. This Agreement embodies the entire agreement and supercedes all prior agreements between the parties. Vendor acknowledges that no right, privilege, easement or permit is hereby acquired except as herein expressly provided. This Agreement shall be governed by the laws of the State of New Jersey, and the Borough and Vendor each hereby waive trial by jury in any action,

proceeding or counterclaim brought by either of them against the other in connection with any matter arising out of or connected with this Agreement.

14. Notwithstanding anything to the contrary in this Agreement, the individual officers, employees, agents and subcontractors of the Borough shall have absolutely no personal liability or obligation hereunder or any liability arising under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____, 2010.

ATTEST:

By: _____

ATTEST:

BOROUGH OF BUTLER, COUNTY OF MORRIS

By: _____

VENDOR CONTACT INFORMATION:

Name: _____

Address: _____

Person to Contact: _____

Phone Number: _____