

**SCRIPPS RANCH FARMERS' MARKET
STALL USE AGREEMENT**

This SCRIPPS RANCH FARMERS' MARKET STALL USE AGREEMENT (this "Agreement") is made as of _____, 2008 (the "Effective Date"), by and between Bev Cassity, doing business as the Scripps Ranch Farmers' Market (the "SRFM"), the E.B. Scripps Elementary School Academic Fundraising Partnership, a California nonprofit corporation (the "AFP"), and the vendor (the "Vendor") identified below:

Business Name: _____

Representative/Owner Name and Title: _____

Address: _____ **Zip:** _____

Phone #: _____ **Cell#:** _____ **email:** _____

1. **Use of Stall.** Contingent upon execution of this Agreement by the AFP, the SRFM hereby authorizes the Vendor to use the Stall (as defined below) during the Scripps Ranch Farmers' Market event (the "Event") occurring on the premises of the Ellen Browning Scripps Elementary School (the "School"), during the hours set forth herein and only for the Permitted Use (as defined below), on each Saturday during the Term (as defined below), in consideration of Vendor paying a Fee (as defined below) to the AFP as set forth herein and performing all other agreements set forth herein. Vendor agrees and understands that this Agreement conveys permission of Vendor to occupy the Stall for the Permitted Use, and does not convey any leasehold rights or any other interest in the Stall.

2. **Stall.** The Stall is an area of blacktop in the playground area of the School with the specific size and location of the Stall to be designated by the SRFM in its sole discretion. The Stall shall be adjacent to the other vendors' stalls comprising the Event. The Vendor acknowledges that only an area of blacktop will be provided, and that the Vendor is responsible for bringing its own canopies, tables, chairs, equipment, generators, etc.

3. **Description of Goods and Activities/Permitted Use:** The Vendor will offer the following goods, services and or activities at the Event, and the offering of such goods, services and/or activities shall constitute the Permitted Use. The Permitted Use is subject to and limited by the Rules and Regulations attached hereto as Exhibit A (the "Rules and Regulations").

Description of goods/services/activities: _____

4. **Food Vendors.** Vendors who sell food items will be subject to inspection by the California State Agriculture or Health Departments and regulated by such. It is the responsibility of and expected of the Vendor to contact the local Health or Agriculture Department to determine if the Vendor is required to obtain a food service permit. The Vendor shall obtain and maintain in effect at all times during the Term all licenses, permits, registrations and certificates, and liability insurance which are applicable to the Vendor's sale of food. Vendors who sell food items are required to store, handle and prepare such food items with due regard for sanitation and within temperature ranges established by applicable health and safety rules and regulations.

5. **Fees.** Food and Farm Vendors agree to pay eight percent (8%) of their weekly gross revenue, plus a flat fee of three dollars (\$3.00) per week. Arts, Crafts and Commercial Vendors

agree to pay forty three dollars (\$43.00) per week. Such amounts shall be referred to as the Fees. Fees shall be payable to the AFP in check form, with the check made payable to **EBS AFP**, or cash. All Fees shall be delivered to the SRFM representative before the end of each market for which the Fees apply.

6. **Event Sale Hours/Clean-Up.** The Vendor may not arrive or set up any earlier than 6:00 a.m. and may not make any sales of product or merchandise before 8:30 a.m. The Vendor must operate at the Stall fully set up until 1:00 p.m. on each day of the Event during the Term. The Vendor shall be responsible for final clean up of the Stall including broom sweeping the Stall and completely removing all litter, tables, boxes, chairs and any other materials used for the sale or display of any and all merchandise, no later than 2:45 p.m. on each Event day. **Improper disposal of liquids such as grease, oil, dumping of water or leaving the stall in any condition other than it was found may result in immediate dismissal from the Market by the SRFM, the AFP and/or the School.** Food Vendors will be required to use large "oil drip pans" under barbecues or any food-making appliances, and have tarps or rugs covering their Stalls. Stalls will be inspected after each Market to ensure that the space has been left in the proper condition. Any damage caused by the Vendor, which results in the need to repaint game lines or resurface or re-slurry coat the blacktop, will be the Vendor's responsibility. The Vendor will reimburse the AFP and the School for the cost of any such restoration or cleanup.

7. **Safety/Rules and Regulations.** The Vendor shall take all reasonable precautions for the safety of its employees and all customers and visitors shopping at the Event and around its Stall. The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety or protection of persons or property located on or near the Event and in or around the Stall. The Vendor shall comply and cause its employees and assistants to comply with any reasonable rules and regulations established by the School, the AFP, and or the SRFM, including but not limited to the Rules and Regulations, a copy of which the Vendor hereby acknowledges receipt. The SRFM and the AFP may change or alter the Rules and Regulations as deemed necessary or appropriate, and will provide a copy of such amended rules to the Vendor.

8. **Insurance Coverage.** Vendor must maintain, at the Vendor's expense, general liability insurance, product liability insurance, disability insurance and workers' compensation insurance in usual and customary amounts in relation to the Vendor's operations. Proof of such insurance shall be made available upon request.

9. **Indemnification.** The Vendor shall defend, indemnify, and hold the AFP, the School, the SRFM, and their respective representatives, employees, directors, officers and agents, harmless against any and all claims, damages, expenses and losses (including legal costs and attorneys' fees) arising in any way out of the Vendor's acts or omissions, and the acts or omissions of the Vendor's employees, officers, directors, principals and agents, occurring in, on and about the Event, or in any way arising from the Vendor's participation in the Event and/or use of the Stall.

10. **Term and Termination.** This Agreement will commence on the Effective Date and remain in force until terminated pursuant to this Paragraph 10. This Agreement shall automatically terminate if the Vendor does not timely pay all Fees due hereunder or fails to fully comply with any of the terms of this Agreement and/or the Rules and Regulations. In addition, the SRFM and the AFP, or either of them, shall have the right to terminate this Agreement if the SRFM or the AFP receives a complaint about the Vendor's product, performance, or conduct during the Term. Additionally, any party to this Agreement has the right to terminate this Agreement without cause upon five (5) days notice to the other parties.

11. **Non-Assignment.** The Vendor may not assign this Agreement, in whole or in part, without the advance written consent of the SRFM and the AFP.

The parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

VENDOR

Company Name

Sign Name

Print Name

Date

E.B. Scripps Elementary School Academic Fundraising Partnership

By: _____
Sign Name

Print name

Date

BEV CASSITY, DOING BUSINESS AS THE SCRIPPS RANCH FARMERS' MARKET

Bev Cassity

Date

EXHIBIT A

SCRIPPS RANCH FARMER'S MARKET RULES & REGULATIONS

Revised September 16, 2008

The intent of the Ellen Browning Scripps Elementary School's (EBS) Academic Fundraising Partnership (AFP) in sponsoring the Scripps Ranch Farmers Market, which is held by Bev Cassity, doing business as the Scripps Ranch Farmers' Market (SRFM), is to benefit EBS students through the AFP, as well as the Scripps Ranch community and to provide an outlet for local, "family-farm" growers and producers and community vendors to have an avenue to sell their produce and products directly to the community.

1. The AFP supports growers who strive to produce products free of harmful pesticides, and who are responsible stewards of the land and the environment in which we all live. Participating vendors who advertise their product as organic, must be certified organic by a recognized certification agency and must display their certificate.
2. It is each vendor's responsibility to know and be in compliance with San Diego County Health Department and State of California requirements on all items sold at the Scripps Ranch Farmers Market.
3. The Farmers Market (Market) will run every Saturday (rain or shine) from 9:00 a.m. to 1:00 p.m., subject to cancellation by the Scripps Ranch Farmers Market, the AFP or EBS. Vendors are required to set up between 6:00 a.m. and 8:30 a.m., and may sell their products and services between the hours of 8:30 a.m. to 1:00 p.m.
4. Management, consisting of the SRFM representative, and the AFP, reserve the right to deem any item(s) not acceptable to be sold at the Market.
5. Vendors are responsible for collecting and reporting all required sales tax on items sold at the Market.
6. All vendors who participate in the Market must first submit a signed Stall Use Agreement (an "Agreement") to the SRFM and/or the AFP. An approved Agreement will constitute an agreement between the vendor and the Market to abide by these rules and regulations.
7. No vendor shall permit seepage or leakage of grease, water or other fluids onto the blacktop. Each vendor shall be responsible for leaving its Stall in the same condition as it was found. Each vendor must complete final clean up of its Stall, including broom sweeping the Stall and complete removal of all litter, tables, boxes, chairs, and any other materials used for the sale or display of any and all merchandise, no later than 2:45 p.m. on each Market day. No debris shall be left on the blacktop where the vendor operated. No improper disposal of items will be tolerated. **Failure to comply with clean-up rules may result in immediate dismissal from the Market by the SRFM, the AFP and/or EBS.**
8. No marks shall be left on the blacktop where vendor's stall operated other than the approved markings made by the SRFM to distinguish spaces. These marks shall be made with an approved Landscape Chalk product and shall appear as no larger than one inch in diameter circles located 10 feet apart.
9. Any needed repairs, hazardous conditions, or problems in the Market area should be reported to the SRFM representative immediately.

10. The Market is a non-smoking community event on school grounds. State law prohibits the smoking, possession or use of tobacco, or any product containing tobacco, by anyone on school grounds, including the parking lot, in or out of cars, outside school entrances, and areas adjacent to and around school property. Vendors must comply with this law. No Vendor shall possess, consume or sell, or allow others to possess, consume or sell, alcoholic beverages in the Market area.
11. No vehicles will be allowed to enter or exit the Market during official Market selling hours unless special permission is granted and the vendor is escorted by the SRFM representative.
12. Vendors are required to pay the Fees set forth in the Agreement, and to deliver such fees to the SRFM representative before the end of each Market.
13. All vendors must be 18 years of age or older.
14. All products and signs must stay within each vendor's assigned Stall.
15. All vendors are responsible for collecting and removing their own garbage.
16. The custodian is a School District employee and all directions and communication regarding special requests must come through the SRFM with the prior approval of the AFP and/or EBS.
17. Vendors offering food and/or tasting samples must know and comply with all health regulations. Food samples will be handled properly (i.e., on a covered tray, served with toothpicks or using other appropriate and sanitary serving techniques). Vendors must provide a waste container(s) for food sampling items.
18. Vendors are responsible for the individual safeguarding of their products, supplies and money.
19. Proper dress will be required by all vendors. Proper language for a family atmosphere is also required.
20. Should any questions or disputes arise regarding the observance of these rules and regulations, the SRFM and the AFP will resolve any issues accordingly.
21. The SRFM, EBS and the AFP reserve the right to make any modifications to these rules and regulations at any time.