

**NORTH CAROLINA  
STANLY COUNTY**

**AGREEMENT FOR USE OF NORWOOD FARMERS MARKET**

This Agreement, made and entered into by and between the Town of Norwood, a North Carolina municipal corporation, herein referred to as "Town," and

\_\_\_\_\_ of \_\_\_\_\_,

hereinafter referred to as "Vendor."

Witnesseth:

The Town of Norwood is the owner of certain real property located on North Main Street in the municipality of Norwood, Stanly County, North Carolina, being utilized as a "Farmers Market" during the months of April, May, June, July, August, September and October of the year of \_\_\_\_\_; and

The undersigned desires to utilize a portion of such real property for the permitted business use(s) allowed by the Town for such market; and

The Town has created rules for the use of the real property being designated by said municipality for the occupancy and use of any and all areas of the farmers market.

Now, therefore in consideration of the Vendor being allowed to utilize a designated portion of said farmers market, the undersigned Vendor(s) agree to comply with the following rules and provisions:

1. Vendors must pay an annual participation fee of \$20 to sell at the market. Designated spaces are \$30 for a reserved spot. Each special event, (craft fair, etc.), will have a \$15 fee; a \$10 fee for those with an annual designated spot. All fees should be made payable to the Town of Norwood and should be paid at Norwood Town Hall. Designated spots will be available to previous year's Vendors FIRST. Spots are nontransferable. If Vendor is not using space, use of that space must go through the market manager, a nonpaid, nonemployee of the Town.

2. Each Vendor must register at Norwood Town Hall prior to day of the market. Each Vendor selling fruits and vegetables will have an ANNUAL farm visit by the NC Cooperative Extension staff. This should be obtained one week before Vendor plans to sell at the market. Call Dustin Adcock at 704-290-9191 to set up appointment. Each Vendors must provide their current year proof of inspection when they reserve their spot and pay to Town of Norwood.

3. The market will be open Thursday from 3:00 p.m. to 7:00 p.m. April through October. Market dates and hours can be extended or set up to do special events. Vendors may begin setting up no earlier than 2:00 p.m. on market days.

4. All products must be of high quality. Products should be displayed on a portable table provided by the Vendor in an appealing manner. Baskets or other appropriate containers for fruits and vegetables may be displayed around the table on the floor. Larger items, such as pumpkins and melons, may be displayed around the table.

5. Selling of live animals, flea market items, alcoholic beverages or tobacco products is prohibited, unless approved in advance by the market manager. Proper licensing must be provided.

6. Prices must be posted.

7. Anyone using scales must have them inspected by NCDA.

8. Each Vendor must conduct themselves in a professional manner at all times. The market is in close proximity to schools, homes and businesses. A zero-tolerance policy will be observed. Profanity will not be tolerated. We want the market to be a friendly atmosphere that attracts customers.

9. Each Vendor is responsible for cleaning their area and maintaining safety.

10. All items for sale must be grown or produced locally. Crafts should be traditional handmade items. Cultural and heritage arts are encouraged.

11. Honey and molasses must bear a label consistent with NCDA & CS requirements.

12. Each Vendor selling meat, seafood, dairy or poultry regulated by NCDA & CS is responsible for satisfying any regulatory requirements prior to selling the product.

13. The space does not include use of power, water, or other utilities.

14. Each Vendor must provide his/her own tables, chairs, or other personal property items that may be needed in the space reserved by the Vendor.

15. The undersigned Vendor agrees that the Town of Norwood, its employees, agents, officers and council members are fully and unconditionally released and forever discharged from any and all claims, losses, liabilities, actions, causes of action of any kind or nature, (including, without limitation, for attorney's fees, cost and expenses), whether known or unknown, whether at law or in equity, whether in contract, tort or under statute or otherwise, that the Vendor, their heirs, successors and assigns, now have or that might mature or accrue subsequent to the date of this Agreement, on account of or connected with, or growing out of the Vendor use, occupancy or activities on all or any portion of the Farmers Market.

16. The undersigned Vendor further agrees to indemnify, protect and save the Town of Norwood and all of its past, present and future officers, council members, employees, agents and representatives against any and all claims, actions, causes of action or demands that may be brought against the Town, its successors and assigns, on account of the Vendor use, occupancy, or activities on all or any portion of the Town's Farmers Market.

17. The Vendor acknowledges and understands that this Agreement shall be binding upon his, her or their heirs, successors and assigns and shall inure to the benefit of the Town of Norwood, and all of its past, present and future officers, council members, employees and agents.

18. A violation of any of the above provisions shall be sufficient cause for the Town to terminate the Vendor's further occupancy and use of the Farmer's Market.

Witness the following signatures, the day and year first above written.

**Town of Norwood**

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

**Vendor**

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

\_\_\_\_\_

