



City Center Market Operational Agreement

This Operational Agreement between The City Center Market and

_____ (name)
doing business as

_____ (Vendor)
is entered into this

_____ Day of _____, 20_____

The City Center Market shall provide a marketplace where vendors of antiques, jewelry, arts, crafts, clothing, fresh produce, prepared foods, food-related merchandise and other products may sell directly to consumers. Vendors shall sell products at the City Center Market. The parties agree that these foods and goods shall be sold under the following provisions:

1. The City Center Market shall:

- a. Provide a safe, clean and organized place for Vendors to sell products;
- b. Extensively marketing of City Center Market
- c. Provide a clearly-marked location for Vendors to set up Vendor's tent, table and products; booth space shall be assigned by the City Center Market and booth space may be reassigned by the City Center Market.

2. Vendor and Vendor's booth shall:

- a. Hold all required permits, licenses and insurance policies necessary for its business operation;
- b. Comply with all laws, regulations and the City Center Market procedures that relate to conducting business at the City Center Market, including but not limited to refraining from drinking alcohol;
- c. Vendors shall not sell alcohol beverage, firearms, any sexual related material, any material that relates to the smoking and usage of illegal substances. Vendors will be asked to remove offensive material to the City Center Market for any reason;
- d. All vendors **MUST** sign in at the City Center Market Information booth. Vendors may not begin set up until they have signed in. **All vendors must sign in by 7:00am on Saturday and 2:00pm Thursday. All participating vendors must complete their set-up by 7:45am on Saturday and 2:45 on Thursday.** Be prepared for business by opening times each day that the City Center Market operates;
- e. Have Vendor's vehicle(s) off lot and parked in the designated parking area by opening times;
- f. Establish the price of Vendor's products at a fair market level and clearly indicate the prices of all items;
- g. Counterfeit products are Not Permitted.
- h. Provide bags for the consumer's purchases;
- i. Provide their own tents and tables;
- j. Clean up and pack up no earlier than 4:00pm and no later than 5:00pm Saturday;
- k. Adhere to sanitation and health laws, regulations and common practices, including:
- l. Maintaining Vendor's sales area in a neat and clean condition, including immediately cleaning up spills and dropped products to avoid accidents;



- m. Not dumping of waste, oil or any other product in city storm sewer.
- n. Having a neat and clean appearance, including wearing shoes and shirts at all times;
- o. provides trash containers for Vendor's trash.
- p. No overnight parking on site or in designated parking areas.
- q. Vendors are required to display a sign at least 10" x 20" or larger with their name and address, identifying themselves and their business. This sign should be visible and legible to the customer and neat in appearance. Any other signs as required by law should be displayed.

Note

City Center Market does not recommend leaving valuables/product on site after market hours. City Center Market is not responsible for lost, stolen or damaged to vender property.

Please provide copies of all licenses and permits

These may include, MN Dept. of Health permit, MN Dept of Ag. nursery permit, mobile food license, sales tax number and any others.

Please include a copy of limits page of any insurance policies (or certificate of Insurance) you hold for the operation of your business. **City Center Market, China Wind Products LLC, the City of Mankato and Brennan Properties of MN, LLC must be named on policies.**

Participation and Indemnity Agreement

Vendor agrees to pay a per day or weekend rate fee per booth for each market attended. A current schedule of vendor fees is attached to this application, but vendors acknowledge that these fees may change from time to time. Vendor has read and understands the Market Rules for the City Center Market and is bound by the terms and conditions outlined there. City Center Market reserves the right to disallow participation from the market upon violation of these rules. Vendor must sell only within product categories indicated on this application. Vendors are responsible for their own permits and licensing and taxes. Vendors are responsible for the quality and safety of what they sell; thereby alleviating the City Center Market from any liability originating from any products sold at the market.

We, the undersigned, agree to comply and abide by the rules and regulations of the City Center Market.

Note

There will be no refund of vendor fees under any circumstance. If you notify the City Center Market 4 days in advance that you will not be attending the paid and scheduled market date, you may choose another date to participate in the market. No shows will lose their vendor space as well as their vendor payment for that date.

Vendor _____

Signature _____

Print Name _____

Date _____