

Greenhouse *Events* Management

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RULES, REGULATIONS, TERMS, AND CONDITIONS OF USE AND LICENSE AGREEMENT

Mission Statement

Our team at Greenhouse Events Management (“*GEM*”) strives to provide a healthy, fun, and holistic outdoor shopping experience to the local communities that we serve. We provide our customers with a well-balanced variety of fresh, healthy, and local produce, as well as locally produced artisanal crafts and prepared foods. Our events are created to offer a fun and fresh, outdoor experience that helps supports local growers and artists, which helps to educate our communities about the benefits of eating right and shopping local.

In addition to our commitment to providing healthy foods, we are equally committed to supporting a clean and healthy environment by doing our part to reduce waste and minimize pollution and trash. As such, **our vendors are required to use sustainable products which are environmentally friendly and compostable.** We have banned the use of all Styrofoam products, plastic straws, plastic coffee stirrs, plastic bags, and related single use products. **Vendors are required to use compostable products.** You may find sustainable products at websites such as www.webstaurantstore.com; & <http://letsgogreen.biz/pages/utensils/ecogecko.html>

Here at *GEM* we believe that YOU ARE WHAT YOU EAT, so why not be the best you can be and eat the best locally grown foods in town. Be a *locavore*¹ and come visit one of our markets!

Vendor Classifications

In order to maintain a diverse and appropriately balanced shopping experience for our customers, we reserve the right to select and/or exclude each vendor and the products being sold. We reserve the right to prohibit any particular product from being sold at the Market or by a particular vendor and to exclude any vendor for any reason that we deem appropriate to ensure that the purpose and mission of our events are being appropriately met.

We reserve the sole, exclusive, and absolute right to determine the following vendor categories and to unilaterally determine the appropriate balance of vendors for each event:

¹ https://en.wikipedia.org/wiki/Local_food



Lake Worth Beach Farmers Market

Celebrating 15 years
Old Bridge Park
Corner of A1A &
Lake Worth Beach Bridge
Saturdays 9am – 1pm



- [] **Farmer:** Any vendor who sells fresh fruits, vegetables, nuts, flowers, plants, herbs, eggs or other raw, natural, unprocessed food product, which the vendor has grown or cultivated him or herself. The Farmer must participate in and be responsible for all growing or cultivation operations.
- [] **Produce Reseller:** Any vendor who would otherwise qualify as a “Farmer” herein, but who sells less than 50% of product grown or cultivated by him or herself.
- [] **Prepared Foods:** Any vendor who sells hot or cold food products that are prepared fresh onsite and/or that may be consumed onsite (not including fresh produce and related items as described under the “Famer” category).
- [] **Artisan Foods:** Any vendor who sells specialty food products or other prepackaged food products that are made, produced, and/or manufactured by the vendor him or herself, but package for consumption at home rather than onsite.
- [] **Artist:** Any vendor who sells art, crafts, jewelry or items or trinkets that are handmade, produced, and/or manufactured by the vendor him or herself.
- [] **Reseller:** Any vendor who would otherwise qualify as an “Artist” herein, but who sells less than 80% of products made, produced, or manufactured by the vendor him or herself.
- [] **Other:** Any vendor who does not qualify for any of the other above referenced classifications. We reserve the right to prohibit any particular product from being sold at the Market or by a particular vendor and to exclude any vendor for any reason that we deem appropriate to ensure that the purpose and mission of our events are being appropriately met.

Rules, Regulations, Terms and Conditions of Operation

1. All vendors must submit signed copy of this Agreement and be approved by the Manager as a vendor prior to conducting any business at any of our events.
2. Requests to participate as a vendor will be considered in the order received on a first come, first served basis.
3. All vendors will be limited to selling the items listed in this Agreement. In the event a vendor wishes to add or change the items they wish to sell, the vendor must notify us in advance, submit a revised Agreement and be approved for any such changes prior to being permitted to sell any such products at the event.
4. We typically operate pet friendly events, so expect pets and feel free to bring your own. However, all pets shall be on a leash at all times and any pets acting aggressively shall be required to leave the event.
5. We shall have the sole and exclusive right to plan, organize, and arrange the site map and to dictate where each vendor’s space shall be located.



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6. We do not guarantee that any vendor will have the exclusive right to sell or display any product. It is often a positive benefit to the event and its customers when there is more than one vendor selling the same or similar items. However, we appreciate that each vendor must have a fair opportunity to conduct business and recognize the importance of a diverse and appropriately balanced shopping experience for our customers and will strive to strike a balance in this regard.

7. All vendors are responsible to ensure they are appropriately licensed and insured, as is required by their particular circumstances. We cannot provide any advice or guidance regarding licensing or insurance requirements. Information can be found at www.myfloridalicense.com and www.floridahealth.gov

8. Food Safety is paramount to protecting the health, safety and well-being of the event customers and patrons. All vendors shall be obligated to follow all Florida and Palm Beach County public health regulations. All vendors shall maintain and keep current all licenses and permits as required by their particular circumstances.

9. All vendors must obtain, display and keep current applicable State, County and City licenses. All vendors are required to display their business name in their booth at all times.

10. All vendors shall take the proper safety and health precautions to protect patrons, the public and property of other vendors and shall be responsible for all damage to persons/or property that occur as a result of the vendor's negligence or misconduct.

11. All vendors and those associated with the event are expected to maintain a professional and courteous attitude toward all customers, patrons, other vendors, and staff.

12. All vendors agree to keep their space(s) attractive and to clean their space(s) after the event ends. All debris of any kind must be removed within a reasonable amount of time after the event ends.

13. All vendors acknowledge that the use or placement of tables, chairs, products, boxes or signs outside of the assigned vendor space is strictly prohibited. All vendors agree to sell their product within their assigned space only. All vendor activity must be conducted within the space provided. This includes giving out free samples and recruiting customers. Any vendor activity related to the Market outside the assigned vendor space is prohibited.

14. Vendors shall not bark or shout in a loud or aggressive manner to patrons.

15. All vendors agree to anchor their tent(s) on all four (4) corners with a minimum of twenty (20) pound anchors or weights on each corner regardless of weather conditions.

16. Please note that certain events may not have sufficient electric service available for every single vendor to use. As such, your vendor space may be adjusted based up the need for electricity. We do permit generators, but they must be silent and cannot disturb other vendors or customers. In the event there are more vendors who need electric service than is available, we reserve the sole and absolute right to determine which vendor(s) will be able to use electric service and which cannot.



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17. Please note that patron parking is limited and it is important for the successful operation of our events to maximize the availability of parking for patrons. As such, vendors SHALL NOT be permitted to park in patron parking areas, unless specifically authorized to do so. Vendors SHALL NOT permit helpers, employees, friends, family, or other invitees, except for patrons, to park in patron parking areas.

18. For some events, we may provide onsite storage, however, there will not be sufficient onsite storage for every vendor. As such, onsite storage will be granted on a first come, first served basis. We do not guarantee the safety or security of items left in storage and vendors shall hold us harmless for any damage or loss to items left in storage. In the event a vendor feels their items are too valuable or do not feel the storage provided is secure enough to meet their needs, then said vendor should not use the onsite storage provided and should bring and remove all their property for each event.

Fees and Costs

Vendor Space: As noted above, there are various categories of vendors and different categories may have a different fee structure, which may be adjusted at our sole, exclusive, and absolute discretion. The Fees for a Vendor Space will be determined on a case by case basis, depending on the Event and Vendor Classification and said determination shall be within our sole and absolute discretion.

Electric: We cannot guarantee electric service to vendors, however, we reserve the right to impose an additional charge for use of electricity where applicable.

Trash & Debris: We reserve the right to impose a trash and/or debris removal fee for certain Vendors whose product results in trash and/or debris left at the Market site.

Onsite Storage: As noted above, we may provide onsite storage for some, but not all events. For those events where onsite storage is available, please refer to the Rules, Regulations, Terms and Conditions of Operation. For those vendors who use the onsite storage, the fee will be determined on a case by case basis, depending on the Event, Vendor Classification, and amount of storage space needed.

Event Sponsor: Fees for event sponsorship shall be determined on a case by case basis depending on the specific type of sponsor, specific circumstances, depth of sponsorship coverage, etc. Please feel free to contact us directly to inquire about sponsorship opportunities.

LICENSE AGREEMENT

1. I have read and understand the terms and conditions described in this Agreement. I agree to each of the Market Rules, Regulations, Terms and Conditions and I agree to abide by the same. Further, I understand that any violations of these rules will cause immediate revocation of my Market license.

2. I agree to sell only those products approved by Market Management, listed on this Agreement.



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3. I acknowledge full responsibility for all my activities at the Market, as well as those assisting in my booth. I agree to defend, hold harmless and indemnify the landlord of the market site and Market Management, Greenhouse Events Management, LLC, its agents, affiliates, successors, and/or assigns from any liability, cost damage or expense that arise from my, my employee(s)' or my agent's involvement and operation in the Market or use of Vendor's space.

4. I understand that the Market sites/locations, Market management and their representatives do not carry insurance policies to cover vendors and their products or rental space and that I am required to provide my own insurance coverage. Market Management is not responsible for items stored in pod.

5. I agree that prior to my participation as a vendor, I will provide Market Management with a copy of insurance policies for public liability and product liability in the amount of \$500,000 each, naming the landlord of the Market site, and the Market Management, its agents, affiliates, successors and assigns as additional insureds.

6. I understand that I will not be approved as a vendor until Management has received all documentation and fees, as scheduled and outlined herein.

7. I accept full responsibility for payment of all miscellaneous items as part of this Agreement. Terms are acceptable.

8. I accept that NO REIMBURSEMENT will be made for advanced fees paid if I decide not to or am unable to participate in any even or Market or if I am banned from the Market for any reason whatsoever.

9. I acknowledge that this Agreement is a license and a privilege, and that no leasehold, easement or other interest in land is conferred upon the vendor under the provisions hereof. The Market Management shall have the right to revoke this license for any reason at the Market Management's sole discretion.

10. Electricity will be available as it exists currently within the event site. No additional alterations or upgrades will be provided by the site landlord or the Market Management. All electric issues must be put in writing and addressed to Market Management.

11. I acknowledge, understand, and agree that this License Agreement shall be revocable at any time for any reason by the Market Management.

12. Upon acceptance of my application, I agree to pay the revocable vendor license fees as specified in the Rules, Regulations, Terms, and Conditions.

I hereby certify that I have read and agree to each and every one of the Rules and Regulations set forth hereinabove and/or as stated in any other form of information provided by **GEM** and/or its agents, representative, and employees. By signing below, I hereby affirm that I am an authorized representative of the business, organization, or entity on behalf of which I am signing below.



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Description of Products and Items to be Sold by Vendor

Please briefly describe the products and items that you intend to sell and/or promote at the Event:

VENDOR ACKNOWLEDGEMENT AND AGREEMENT:

By: _____

Date: _____

Print Contact Name: _____

Print Business Name: _____

Phone: _____

Email: _____



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