****

**University of Minnesota Farmers Market 20**

**VENDOR FORM AGREEMENT**

 This Vendor Form Agreement (the “**Agreement**”) is entered into on      , 20   between Regents of the University of Minnesota (“**University”**) and       (“**Vendor**”) for the purpose of allowing Vendor to occupy certain space (“**Market Stall**”) on the Gateway Plaza Area, McNamara Alumni Center, 200 Oak Street SE, on University’s East Bank Minneapolis campus, to sell the following products: fruits, vegetables, honey, maple syrup, cut flowers, and anything that qualifies under Minnesota Statutes, Section 28A.152 Cottage Foods Exemption at University’s Farmers Market to be held Wednesdays from      , 20   through      , 20   (the “**Term**”).

**1.** **Vendor Information.**

 Business Name:

 Address:

Telephone Number:

 Email:

Preferred Contact Person and method (if different from above):

**2. Permitted Products.** Vendor’s products must be grown by Vendor and not purchased from a third-party distributor. Only the products listed in the opening paragraph may be sold.

**3. Hours of Operation.** University of Minnesota Farmers Market (“**Farmers Market**”) will be open for sales each Wednesday during the Term from       a.m. to       p.m. Vendor may begin set-up no earlier than       a.m. and must conclude clean-up no later than       p.m.

**4. Vendor Fee.** Vendor will pay to University a nonrefundable fee of $      within 30 days of University’s acceptance and signing of this Vendor Form Agreement. Failure to pay the Vendor Fee by the due date will result in cancellation of this Agreement and forfeiture of Vendor’s right to use a Market Stall.

**5. Assignment of Market Stall.** Vendor will be assigned a Market Stall for the duration of the 20   Farmers Market upon arrival at the University on the first day of the 20   Farmers Market. Market Stall assignment is subject to change by University’s market manager or by their designee at any time. At the conclusion of each Farmers Market and after clean-up, Vendors will exit the Gateway Plaza Area onto Oak Street SE.

**6. Market Stall Guidelines.** Each Market Stall will consist of no more than 20 linear feet of sidewalk space on the Gateway Plaza Area. Vendor must unload all products and park its vehicle off-site by       a.m. Vendor shall be issued one (1) parking permit per assigned Market Stall for vehicle parking at the Washington Avenue Ramp or other University parking facility designated by University. Vendor’s vehicle(s) must be single axel and not exceed 20 feet in length and 7 feet in height. No vehicles will be permitted to park on grass or in landscaped areas. No electricity or electrical connections will be provided by University and the operation of generators by Vendor will not be permitted. Tents must cover the Market Stall space at all times.

**7. Compliance with Applicable Laws and Regulations.** Vendor agrees to comply with all applicable statutes, laws, ordinances and regulations governing Vendor’s use of a Market Stall and the sale of Vendor’s products, including all applicable rules and regulations of University’s Environmental Health & Safety and the Minnesota Department of Agriculture. In addition, Vendor agrees to use the Market Stall in accordance with all guidance published by the Centers for Disease Control and Prevention (CDC), the Minnesota Department of Health (MDH), and University related to safe use of the Market Stall.  The foregoing includes, but is not limited to, all CDC, MDH and University guidance related to COVID-19. Vendor will be responsible for collection and payment of all applicable taxes related to the sale of its products, including state sales tax. Vendor shall submit, along with the completed Vendor Form Agreement, a completed Minnesota Revenue Operator Certificate of Compliance ST19 form or Statement of Qualification Exemption Form, both of which are available from University. No applications for vendor space will be accepted or processed without submission of the completed Minnesota Revenue Operator Certificate of Compliance ST19 form or the Statement of Qualification Exemption form. If Vendor accepts Supplemental Nutrition Assistance Program (SNAP) payments, the terms of Exhibit A will apply and Vendor will comply with all federal guidance relating to SNAP. Failure to comply with the terms of this Agreement will result in cancellation of this Agreement and forfeiture of Vendor’s Fee.

**8. Liability.** Vendor agrees to release, indemnify and hold harmless University from any and all claims for loss of or damage to property or bodily injury, including personal injury, to persons arising out of Vendor’s participation in the Farmers Market and the sale of Vendor’s products. Vendor understands that University is not responsible for loss or damage to Vendor’s property or goods. In no event shall University be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this Agreement.

**9. Insurance.** Vendor shall provide a Certificate of Insurance evidencing Vendor’s policies of (i) commercial general liability coverage with limits of not less than $1,000,000 per occurrence, naming Regents of the University of Minnesota as an additional insured; (ii) automobile liability insurance with minimum limits required by law; and (iii) workers compensation insurance to the extent required by law. These policies shall provide that the insurance coverage shall not be canceled, materially modified or non-renewed before the end of the term of this Agreement without written notice to University.

**10. Trash Disposal.** Vendor will not be permitted to dispose of surplus or spoiled products or other trash on University property.

**11. Assignment.** This Agreement is not assignable.

**12. Force Majeure.** Neither party will be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

**13. Use of University Name or Logo.** Vendor will not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University in any sales promotion work or advertising, or any form of publicity, without the written permission of the University in each instance.

**14. Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

**15. Entire Agreement.** This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms.

 **IN WITNESS WHEREOF**, University and Vendor have executed this Agreement as of the date set forth above.

**Regents of the University of Minnesota Vendor:**

|  |  |
| --- | --- |
| By:  |   |
| Name:       | Signature |
| Title:       | Date:  |
| Date:  |  |

**EXHIBIT A**

**SNAP Program**

As a vendor at the market participating in the SNAP Program, Vendor agrees:

* To accept the market’s SNAP tokens only for SNAP eligible food items
* To charge the same price for goods whether a customer tenders SNAP tokens, cash, or check
* That Vendor will not give cash change in any amount for goods paid for with SNAP tokens even if change would ordinarily be due
* That Vendor will not exchange SNAP tokens for any reason or with any person for cash
* To display the signs provided on the Market Stall to indicate that SNAP tokens are accepted

In addition, Vendor understands that:

* It is important to maintain and keep accurate records of the tokens turned in to the market for reimbursement
* The market will not accept damaged or broken tokens for reimbursement
* The market will not reimburse for tokens using cash at the market but will reimburse by check according to an established schedule
* Vender must notify the market beforehand if Vendor chooses to end participation in the program
* It is Vendor’s responsibility to ensure that anyone who sells at the market understands and agrees to the terms of the SNAP Program
* It is Vendor’s responsibility to direct questions or concerns about the SNAP Program to the market manager should they arise

**SNAP eligible food items include:**

* Preserved and fresh fruits, vegetables, and herbs
* Meat, dairy, and eggs
* Baked and canned goods
* Seeds and plants that bear fruits, vegetables, or herbs

**Items that cannot be purchased using SNAP include:**

* Food items intended for immediate consumption at the market (like coffee or prepared hot foods)
* Non-food items (like crafts, clothes, and flowers)
* Produce that is intended for ornamental purposes only (like gourds and carving pumpkins)

More information may be found online at <https://www.fns.usda.gov/snap/eligible-food-items>