

Rehoboth Farmers' Market Participation Agreement

THIS AGREEMENT is made and entered into on _____, by and between the TOWN OF REHOBOTH, Massachusetts municipal corporation acting by and through its duly elected Board of Selectmen, hereinafter referred to as "the TOWN", and _____, hereinafter referred to as "VENDOR".

WHEREAS; the TOWN desires to operate the Rehoboth Farmers' Market, herein referred to as MARKET, for the mutual benefit of its residents and local farms; and

WHEREAS, VENDOR desires to participate in the MARKET by providing goods for sale at the MARKET; and

WHEREAS, it is the desire of the parties to set forth their general understandings to provide for certain benefits and establish certain conditions for participation in the MARKET, consistent with the General Laws of the Commonwealth of Massachusetts, for a period commencing _____ and ending October 31, 2018, unless the MARKET announces an earlier year end closing date for the MARKET.

NOW THEREFORE, in consideration of the mutual promises herein, the parties set forth their understanding as follows:

VENDOR acknowledges receipt of, and agrees to strict adherence to, the MARKET Rules and Regulations, as promulgated through the Rehoboth Agricultural Commission and approved by the Rehoboth Board of Selectmen, and attached to this Agreement as Exhibit "A". All changes, revisions, or exceptions to the Rules and Regulations must be approved by the Rehoboth Agricultural Commission and the Rehoboth Board of Selectmen. The Market Manager does not have the unilateral authority to make change, revisions, or exceptions to the established Rules and Regulations.

VENDOR acknowledges this Agreement may be terminated if it is determined the VENDOR has failed to comply with the MARKET Rules and Regulations, or if the actions, practices, or behavior of the VENDOR, its employees, contractors, or agents is inconsistent with the intended purposes of the MARKET. Such termination may include immediate vacating of the MARKET, without reimbursement for any fees paid to the MARKET. VENDOR has the right to appeal decisions made by the Market Manager by contacting the Chairperson of the Agricultural Commission. VENDOR may appeal a decision of the Agricultural Commission by contacting the Rehoboth Board of Selectmen (508.252.3758).

VENDOR acknowledges and agrees the MARKET, the TOWN, the Market Manager, the Agricultural Commission, and its agents and volunteers, shall have no liability for any incidental or consequential damages, loss of business, or otherwise arising from the termination of this Agreement.

VENDOR acknowledges they are independent operators, and not partners or participants in a joint venture, and shall be individually liable for any loss, personal injury, deaths, and/or any other damages that may occur as a result of the VENDOR'S negligence or that of its employees or agents.

