



200 E Lyndale Ave. N
Minneapolis, MN 55405
612-573-0148 / FAX 612-573-0334
www.FarmersMarketAnnex.com

2012 Spring Program License Agreement

This agreement is made and entered into as of this _____, day of _____, 20__ by
and between Farmers Market Annex of Minneapolis LLC, 200 E Lyndale Ave. N, Minneapolis,
MN 55405 [hereinafter "FMA or Licensor"]
and _____,
[Hereinafter "Licensee"].

RECITALS

1. FMA is a Minnesota limited liability corporation in the business of managing the Farmers Market Annex.
2. Licensee desires to license a stall[s] from Farmers Market Annex for the 2012 season.
3. Licensor and Licensee have agreed that Licensee's use of the stall[s] shall be pursuant to and in accordance with the terms and conditions of this License Agreement.

SECTION 1 LICENSE

- 1.1 FMA hereby grants to Licensee the right and privilege to occupy stall[s] on a space available basis, assigned solely by FMA. For the purpose of interpreting this agreement, a stall is defined as a rectangular area of various sizes that is determined by location. Any licensee who agrees to lease a "non-conforming" space along the fence, building or any other table space must have the space dimensions defined prior to the execution of the License Agreement.
- 1.2 The license conveyed by this License Agreement shall only be for the stall[s] as assigned above. FMA shall have the exclusive right to designate the stall location to Licensee at any time. This License Agreement does not provide any *guarantee* as to the stall location for any licensee.
- 1.3 Licensee's right to conduct business in their designated stall[s] shall be limited to

their pre-paid 6 week program, April 28th – June 3rd, 6:30am to 1:30pm., Saturday and Sunday.

- 1.4 FMA reserves the right to rent any stall that is not occupied by the licensee of that stall[s] by 6:00 a.m.
- 1.5 FMA reserves the right to rent any portion of a stall[s] that is not used in the normal course of the licensee’s business. Vendors who have a limited amount of product are required to use only the top or bottom of the stall until such time that they have enough products to adequately fill the space.
- 1.7 In the event Licensee requires electricity or other amenities, FMA may, but shall not be obligated to, provide such additional amenities. FMA shall charge Licensee whatever FMA determines to be a reasonable charge for those additional amenities.

SECTION 2
SALES TAX

According to law, it is the sponsor’s responsibility to notify all vendors that they MUST have a Minnesota Sales Tax Number, and that they collect 7.775% Minnesota Sales Tax and maintain records regarding sales tax numbers. (6.875% state, .05% city, .15% stadium, & .25% transit). The Minnesota Department of Revenue will be furnished a list of registered vendors and may attend the Farmers Market to check on exhibitors concerning compliance with sales tax laws. For information contact the Department of Revenue for the State of Minnesota at 1-651-282-5225.

SECTION 3
PAYMENT

3.1 Spring Program fee per stall is \$750, which includes the FMA \$150 Annual Membership Fee, for Saturday and Sunday, April 30th – June 5th, regardless of vendor classification, and Vendors may only sell pre-approved products. FMA does not regularly sell space on a daily basis, but may sell spaces on Sunday in the event a vendor does not occupy their space by 6am.

<i>Resellers ~ primarily buy and re-sell approved products</i>	\$750
<i>Fresh Cut Flower Sellers ~ pre-approved vendors only</i>	\$750
<i>Artist/Craftsman/Food Mfgr ~ products are your creation, homemade</i>	\$750
<i>Growers ~ grow 100% of the fruits and vegetables being sold</i>	\$750

MY CLASSIFICATION IS _____

MY SPRING PROGRAM RENT IS _____ FMA INITIAL _____

3.2 Deposit requirement: **100% of total Spring Program stall[s] rent is upon receipt of contract to a secure space, and is non-refundable.**

- 3.3 After the Spring program ends, the vendor has the opportunity to come back for weekends on a space available basis for the remainder of the regular season. **Weekend stall[s] are reserved by calling the office on the Wednesday or later prior to the weekend, not before that time, and 100% of total weekend stall[s] rent is due at that time to secure space.** Multiple consecutive weekends are limited to two (2) in number and may be reserved on a space available basis. **All fees for weekend rentals are due at the time of reservation and are non-refundable.**
- 3.4 Deposits that are not made on time or for less than the amount owed will void the License Agreement, unless prior *written* consent from FMA is given.
- 3.5 FMA also reserves the right to charge Licensee an annual maintenance fee.
- 3.6 An **Annual Membership Fee of \$150.00** is included in the Spring program fees.
- 3.7 The License Agreement constitutes a legal and binding agreement. If under any circumstances the applicable rent is not paid and the licensee abandons the stall[s] the balance of the rent is due to the licensor. The licensor has the right to lease or rent the abandoned stall[s].
- 3.8 A stall[s] shall be deemed to be abandoned and therefore forfeited if:
- The licensee fails to operate the stall[s] on 3 consecutive weekends without *written* authorization of the Farmers Market Annex management.
 - The licensee fails to operate the stall[s] a total of [4] days from May 1 through October 31 of the selling season.
 - The stall[s] will be forfeited in the event of non-payment or payment after due dates, without the prior *written* consent of the Farmers Market Annex.

SECTION 4 USE

Licensee promises and agrees that they will sell only the commodities and /or products specified in the Licensee's application for the 2012 season. Licensee may not sell any product or commodities other than those specified in Licensee's application without the prior written consent of FMA. Licensee shall not sell any fresh or artificial flowers, plants or similar merchandise without the prior written consent of the Farmers Market Annex.

SECTION 5 COMPLIANCE WITH LAW

- 5.1 Licensee promises and agrees that Licensee will comply with all statutes, ordinances or regulations of all applicable governmental authorities, including but not limited to the City of Minneapolis, County of Hennepin, State of Minnesota, and the government of the United States. This shall include but not be limited to compliance with all health codes and regulations, and all business licensing requirements.

- 5.2 Licensee shall collect and pay all applicable taxes, including but not limited to sales tax and all required withholding taxes on employees. Licensee represents and warrants to FMA that licensee will keep and maintain all required business records and will otherwise comply with all applicable tax laws.
- 5.3 All food vendors will be verified to be properly licensed by the City of Minneapolis. This includes ALL vendors whether temporary or permanent. New vendors will be referred to the Minneapolis Licensing & Environmental Health Department prior to consideration of participation at the Market. **A copy of the license granted by the City of Minneapolis must be submitted with the applicant's paperwork.**

SECTION 6 MAINTENANCE OF PREMISES

- 6.1 Licensee shall at all times keep the stall[s] area neat, clean and orderly. **Licensee shall keep all products and any other materials owned by Licensee within the dimensions of the Licensee's stall.** Licensee shall not store, keep or allow to be present on the licensed premises any hazardous materials or substances, any petroleum or other highly flammable or explosive substance, any firearms or other dangerous instruments, or any substances of which the possession of is illegal. Licensee shall not store, keep or allow to be present on the licensed premises any illegal drugs or alcoholic beverages. Consumption of alcohol or drugs is strictly prohibited at all times on FMA property.
- 6.2 Licensee will not use any signage, banners or any advertising material without the prior consent of FMA. Vendor may request FMA to install a banner over their space. Banners must be pre-approved, 2' x 4', double sided, with a sleeve sewn along the top and bottom (not grommets).
- 6.3 Licensee will not litter, deface or damage the licensed premises, and shall not knowingly, intentionally, or negligently damage any of FMA's equipment or facilities. Promptly, upon demand, Licensee shall pay to FMA the cost or expenses incurred or to be incurred for any extraordinary cleaning services, repairs or replacements necessitated by Licensee or its agents, employees, independent contractors, invitee, or licensees.

SECTION 7 RELATIONSHIP

Licensee and FMA stipulate and agree that the relationship between them is exclusively that of Licensor and Licensee, subject to and as defined by this License Agreement. Neither FMA nor Licensee is the principal agent of the other, neither FMA or Licensee, nor respective agents, employees or independent contractors, is or are agents, employees or independent contractors of the other, and FMA and Licensee are not joint ventures, partners, affiliates, or otherwise engaged in any business relationship with each other, except only as provided in this License Agreement, and except only as otherwise hereinafter expressly agreed to in writing.

SECTION 8 ASSIGN ABILITY

Licensee covenants and agrees that this License Agreement creates or embodies rights, benefits, duties and obligations that are purely personal in nature, and that neither this License Agreement, nor any of the rights, benefits, duties or burdens hereby created or herein referenced may be assigned by Licensee without the specific written consent of FMA. Any attempted assignment of this License Agreement or any of the rights, benefits, duties or obligations created hereby or referenced herein shall be absolutely null and void or at the option of FMA, shall constitute an immediate termination of this License Agreement and all further rights, benefits, duties and obligations hereunder; provided, however, that all payments becoming due and payable from Licensee to FMA with regard to Licensee's use and occupation hereunder prior to any such termination, shall remain due and payable after any such termination.

SECTION 9 TERMINATION

- 9.1 This License Agreement may be terminated as herein before specified or herein after provided. Contemporaneous with and upon any such termination, all obligations of FMA to provide Licensee with a stall and/or allow Licensee to conduct business on FMA premises shall cease and terminate. In addition to what is herein before specified, this License Agreement shall terminate immediately upon the occurrence of any of the following:
- a. Licensee breach of any term covenants or condition of this License Agreement.
 - b. Licensee's failure or refusal to remit any payment when payment is due.
 - c. Licensee refuses to comply with any request or instruction of FMA, which is provided to Licensee in compliance with this agreement.
 - d. In the event Licensee harasses, disrupts, or otherwise interferes with the business of FMA or any other Licensee of FMA.
 - e. Failure of Licensee to comply with any applicable law, rule or regulation.
 - f. Licensee becomes insolvent, files for bankruptcy or makes an assignment for the benefit of creditors.
 - g. Licensee consumes any illegal drugs or alcohol just prior to arriving at the FMA or consumes any illegal drugs or alcohol during operating hours.

SECTION 10 GENERAL RULES OF OPERATION

In addition to the other terms and conditions of this License Agreement, Licensee covenants and agrees that Licensee shall fully comply with all of the following general rules of operation:

- a. Licensee shall only sell the highest quality commodities and products. Agrees to keep appropriate inventory levels as determined by FMA.
- b. Licensee will at all times keep the stall[s] area and surrounding area clean. The stall will be swept and otherwise cleaned by the vendor every day the FMA is in operation. Licensee will conduct business in a dignified manner and shall not hawk, shout, or otherwise cause commotion or exert pressure to draw customers to Licensee's stall.
- c. No radio, sound or other electronic equipment will be playing in the stall area without the approval of the Farmers Market Annex Manager.
- d. Any quality sorting or other preparation of commodities shall be done outside the view of the buying public.
- e. No vehicles may be on the FMA premises after 6am or before 1:30pm, or parked on the FMA premises without prior written consent of the Farmers Market Annex. Vendors are required to park in only the designated parking areas as determined by the FMA management, subject to a \$50 fine.
- f. Any watering must be done with only watering cans; hoses are not permitted.
- g. All rubbish and garbage must be removed from the stall[s] on a daily basis. **Garbage is not permitted to be discarded in the rubbish containers located at the Market; licensee shall take all empty boxes and other trash with them.** Violation of this regulation will result in a \$50 fine and/or termination of this agreement.
- h. All licensees must display proper licenses and permits whenever city or state or federal ordinances or regulations so require.
- i. All Licensee personnel must be properly dressed at all times. This includes at a minimum, the wearing of proper footwear, clothing, shirts or blouses, and at all times wearing clean clothing. There is to be **no smoking on the Market premises** either before, during, or after Market hours of 6:30 am to 1:30 pm.
- j. Licensee cannot at any time sub-lease or share any portion of their stall without prior written consent by the FMA management. All rents collected from any sub-leasing or sharing of the stall[s] are property of the Farmers Market Annex.
- k. **This is an outdoor market and all vendors must be present during hours of operation, 6:30am – 1:30pm. There is a \$100 fine for early departures, if not given prior permission by FMA.**
- l. If FMA is not notified at least 24 hours in advance that a vendor will not be in their stall that weekend, there will be a \$50 fine levied.
- m. **No use of electric heaters. Gas heaters are approved but must be properly vented.**

SECTION 11
ATTORNEY'S FEES AND COSTS

In the event FMA is required to commence litigation or otherwise use the services of an attorney to compel Licensee to comply with the terms and conditions of this License Agreement, including but not limited to Licensee's obligation to make payment, in addition to any other rights or remedies FMA may have, License shall be required to pay FMA's cost and reasonable attorney's fees.

SECTION 12
SEVERABILITY

If any term or provision of this License Agreement, including any portion of such term or provision, is for any reason held to be invalid or unenforceable, the remainder of this license shall not be affected thereby, and each other provision of this License Agreement shall be valid and enforceable to the extent permitted by law.

SECTION 13
WAIVER

Failure of FMA to insist in any one or more business instances upon Licensee's strict compliance with any term, covenant or condition of this License Agreement shall not be construed as a waiver or relinquishment regarding any further right of FMA to require Licensee's compliance with such term, covenant or condition. The receipt of this License Agreement shall not be deemed a waiver of such breach, and FMA shall not be deemed to have waived any provision of this License Agreement, unless FMA expressly, in writing, waives such right.

SECTION
NOTICE

Any notice required under this License Agreement shall be provided in writing as follows:

Farmers Market Annex
Scott Barriball
200 E Lyndale Avenue N
Minneapolis, MN 55405

Licensee: [please fill in your mailing address]

SECTION 14
ENTIRE AGREEMENT

I have read and/or have been advised as to the content of this agreement. I understand and agree to all of the provisions of this agreement. This License Agreement constitutes the final written expression of this agreement between FMA and Licensee, and constitutes the entire agreement between FMA and Licensee. This License Agreement cannot be modified or amended, and none of its terms, conditions or provisions hereof may by either party, except as specifically agreed to or waived in writing, signed by the parties sought to be changed therewith.

Dated: _____

Farmers Market Annex, LLC

Signed: _____

Title: _____

LICENSEE

Signed: _____

Title: _____

SECTION 15
PERSONAL GUARANTEE

Agreement Between Parties

This Personal Guarantee is entered into by and between Farmers Market Annex of Minneapolis, LLC, a MN Limited Liability Company (hereinafter "Obligee"), and the undersigned (hereinafter "Guarantor"), and is to be effective upon complete execution of the signature blocks provided below (hereinafter the "Effective Date").

The undersigned, jointly and severally, does hereby guarantee and agree to pay any and all indebtedness of any nature whatsoever incurred by _____ (hereinafter referred to as "Company") to Obligee.

It is understood that this Guarantee shall be a continuing, unconditional, and irrevocable guarantee to repay and indemnify such indebtedness of Company. Guarantor hereby agrees that all rights, remedies, and recourses afforded to Obligee by reason of this Guarantee or otherwise are separate and cumulative and may be pursued separately, successively, or concurrently, as occasion therefore shall arise, and are nonexclusive and shall in no way limit or prejudice any other legal or equitable right, remedy, or recourse which Obligee may have. Guarantor hereby waives notice of default, nonpayment, and notice thereof and consents to any modification or renewal of the credit agreement hereby guaranteed. This Guarantee may be assigned by Obligee to any person or entity taking assignment of the underlying debt, without

