**Greensboro Farmers Market 2023 Vendor Agreement**

This Greensboro Farmers Market 2023 Vendor Agreement (Agreement) is made and entered into this day by and between Greensboro Farmers Market, Inc. (GFM) and  
 (Vendor).

The vendor operates an independent business selling local food and/or crafts and wants to sell products at the Greensboro Farmers Curb Market (Market) to Vendor’s customers.

GFM operates the Market and agrees to permit Vendor use of the Market to sell Vendor’s products, subject to the terms of this Agreement.

GFM has approved Vendor’s 2023 application to sell at the Market. Pursuant to this Agreement, the Vendor shall abide by the terms of its approved 2023 application, including, but not limited to, (1) selling at the Market for those days of the week stated therein; (2) limiting such sales to products listed therein; (3) using the number of tables provided therein; and (4) paying the rates required.

Vendor acknowledges receipt of GFM’s 2023 Vendor Guidelines, 2023 Campus Rules & Regulations, and 2023 Rates & Fees (Guidelines, Rules, and Rates), and certifies that Vendor has read, understands, and will adhere to the Guidelines, Rules, and Rates. GFM reserves the right to deny, suspend, or revoke the Vendor’s privilege to sell with GFM if the Vendor fails to comply with any of the Guidelines, Rules, and Rates. The vendor further acknowledges that the City of Greensboro prohibits registered sex offenders from entering into or upon any public park or recreation facility owned, operated, or maintained by the City.

The vendor and its representatives are responsible for understanding and complying with all local, state, and federal laws and regulations that govern the sale of the Vendor’s products, including, but not limited to, food safety regulations and tax regulations.

GFM is committed to creating a safe, inclusive, and respectful environment for all of its customers, vendors, volunteers, and staff. Accordingly, all vendors must foster goodwill, respect, and cooperation in all dealings with GFM and the Market community. The vendor agrees to interact with GFM staff, other vendors, customers, and others associated with GFM in a respectful and appropriate manner.

The vendor is not a GFM employee, and the Vendor is not acting on behalf of GFM. GFM is not responsible for any damages the Vendor causes or incurs while selling with the Market. All Market transactions are between the Vendor’s customer and the Vendor, and GFM assumes no liability for any aspect of these transactions. GFM is not liable for damages that result directly or indirectly from Vendor’s failure to comply with applicable laws or regulations.

Vendor agrees to indemnify, defend, and hold harmless all GFM Indemnified Parties for, from, and against all claims, liabilities, losses, and expenses, including, but not limited to, fees and expenses of counsel, suffered or incurred by any GFM Indemnified Party arising out of any act or omission of a Vendor Party. For this purpose, “GFM Indemnified Parties” means GFM and its present and future directors, officers, employees, agents, and contractors, including all GFM staff and members of the Board of Directors, and the successors and assigns of each of the foregoing, and “Vendor Party” means Vendor and Vendor’s past, present, and future employees, representatives, agents, and contractors, and any other person affiliated with GFM at the invitation of Vendor or involved in the preparation of any food or other matter sold or otherwise provided by Vendor.

All notices, requests, demands, payments, or other communication hereunder shall be deemed to have been duly given if in writing and hand-delivered or sent by certified or registered mail, return receipt requested, to the appropriate address indicated below or to such other address as may be given in a notice sent all parties hereto:

If to GFM to:

PO Box 2617  
Greensboro, NC 27402-2617

If to Vendor to:

If any one or more of the provisions contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, that invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if that invalid, illegal, or unenforceable provision had never been contained herein.

The terms, promises, covenants, and agreements contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by GFM or Vendor without the prior written consent of the other party.

Nothing in this Agreement shall preclude GFM from consolidating or merging into, or with, or transferring all or substantially all of its assets to another corporation, which assumes this Agreement and all obligations and undertakings of GFM hereunder. Upon such consolidation or merger, the use of the acronym “GFM” herein shall mean the other corporation or the merged or combined entity, and this Agreement shall continue in full force and effect.

Any waiver by GFM or Vendor of any breach of a provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the parties.This Agreement, including the Guidelines, Rules, and Rates, supersedes any and all other understandings and agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and constitutes the sole and only agreement between the parties with respect to the said subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding or of any force or effect. No change or modification of this Agreement shall be valid or binding upon the parties hereto unless such change or modification is in writing and is signed by the parties hereto.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without regard to principles of conflict of laws. Any controversy or dispute arising out of or relating to this Agreement shall be settled exclusively in the courts (federal and state) situated in North Carolina, Guilford County. Vendor consents to personal jurisdiction in the State of North Carolina and in the courts thereof for the enforcement of this Agreement and waives any rights the Vendor may have under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of North Carolina for purposes of litigation to enforce this Agreement.

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| (he,she,they) |  |  |
| Name of Vendor (above line) |  | Name of Vendor’s Business (above line) |
|  |  |  |
| Signature of Vendor (above line) |  | Date (above line) |
|  |  |  |
| Signature of GFM (above line) |  | Date (above line) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (he,she,they) |  |  |  |  |
| Name of Representative (above line) |  | Signature of Representative (above line) |  | Date (above line) |
| (he,she,they) |  |  |  |  |
| Name of Representative (above line) |  | Signature of Representative (above line) |  | Date (above line) |
| (he,she,they) |  |  |  |  |
| Name of Representative (above line) |  | Signature of Representative (above line) |  | Date (above line) |