

2012 MARKET AGREEMENT*

"Embracing Empowerment"

Economic and Community Development Through
Social Entrepreneurism

ATWOOD COMMUNITY GARDENS
An Urban Agriculture Training Site
& Outdoor Event Facility



This Market Agreement (the "Agreement") made on the _____ day of _____, 2012 between the undersigned ("Member/Vendor") and The NEXT Steps Youth Entrepreneur Program ("NEXT Steps") d/b/a Atwood Community Gardens Farmer's Market (the "ACG Market") with respect to Member/Vendor's participation in the 2012 Atwood Community Gardens Farmer's Market. In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

Atwood Community Gardens Farmer's Market
Wed & Thurs, 4:00 - 8:00pm (Apr 4 - Nov 1, 2012)
779 Atwood Street SW • Atlanta, GA 30310
www.nextstepsyep.org • 678-570-0398 Ph

1. Agreement to abide by the ACG Market Rules and Procedures.

Member/Vendor has read and hereby agrees to be bound by the ACG Market 2012 Market Rules and Procedures.

2. Insurance

Member/Vendor agrees to furnish the ACG Market with a certificate of insurance in force evidencing general liability and property damage, including products coverage, in an amount of not less than \$500,000. The policy shall name the ACG Market and other entities, if determined necessary by the Market, as additional named insureds and shall also maintain all other coverage as required by law.

3. Acceptance, Suspension and Termination

Member/Vendor acknowledges that admission to the ACG Market and market space assignments are made at the discretion of the market management. Acceptance into the ACG Market does not constitute a guarantee to sell in the market during the market season. This Agreement and the right to participate in the ACG Market may be suspended or terminated by The NEXT Steps Youth Entrepreneur Program at any time for any reason.

4. Conflict Resolution

The public and beneficial purposes of the ACG Market include the effort to support regional farmers, growers and producers. The ACG Market does not have the resources to pursue costly litigation. Therefore, Member/Vendor agrees that as a condition to participation in the ACG Market, Member/Vendor will attempt in good faith to resolve any disputes through the administrative process outlined in the Market Rules and Procedures before resulting to litigation. Furthermore, Member/Vendor will limit any claim Member/Vendor may have against the ACG Market or NEXT Steps resulting from a suspension or termination from the Market to the Membership Fees paid by Member/Vendor for the 2012 Market Season and any weekly market fees Member/Vendor paid for weeks for which Member/Vendor was not permitted to participate in the Market. If Member/Vendor is unsuccessful in litigation, Member/Vendor agrees to pay all costs arising from that litigation including all attorneys' fees.

5. Indemnification

Member/Vendor acknowledges full responsibility for all activities conducted in connection with the Market and agrees to indemnify and hold harmless the Market, NEXT Steps and each of their respective employees, agents, officers, directors and representatives (collectively, "Representatives") from and against any and all liability, loss, damage, expense, suits, claims, penalties or judgments arising in connection with Member/Vendor's participation in the ACG Market. Member/Vendor acknowledges that Member/Vendor's responsibilities include any and all costs and expenses incurred by the Market, NEXT Steps or their Representatives in defending claims which may be brought against any of them.

Member/Vendor has read and understands this Agreement and the Rules and Procedures, and agrees to abide by them. Any false statements that Member/Vendor has made on its Application will be grounds for termination of membership and suspension or dismissal from the ACG Market. Member/Vendor certifies

that the information provided to the Market on Member/Vendor's Application is accurate and complete and that any additional information submitted will also be true, accurate and complete.

Name of Member/Vendor: _____

Authorized signature: _____

Date _____

Accepted:

Atwood Community Gardens Farmer's Market

Authorized signature: _____

Date _____

Title: _____

Market Agreement Enclosure Checklist

Please check the box beside the appropriate required documents that you have provided along with your completed Market Agreement. NEXT Steps may be able to provide certain business administrative services and assistance upon request:

- Signed Market Agreement
- Map & Directions to Your Location
- Product Information Form(s)
- Certificate of Insurance
- Candler's License (eggs)
- Certificate for approved baking facility (baker, pasta maker)
- Certificate for cheese-making facility and/or dairy milking facility
- Certificate for fishing/shellfish licenses and certificate for processing facility
- Certificate for approval of honey house and labels
- Documentation of processing facility (soap maker)
- Food Sales Establishment License (Producer of value-added products)
- Land lease
- Live Plant License
- Organic Processing License (Producer of value-added products)
- State and federal (USDA) certificates for meat processing facility
- Other (please specify) _____