

**Georgia Grown Farmers Showcase  
Macon State Farmer's Market  
Vendor Agreement**

**Saturday, May 18, 2013**

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**Business:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**THIS VENDOR AGREEMENT**, hereinafter called this "Agreement", made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Georgia Department of Agriculture, (hereinafter the "Organizer") and \_\_\_\_\_ (hereafter the "Vendor").

**WITNESSETH**

**WHEREAS**, Organizer desires to provide booth space at the Macon State Farmer's Market to vendors for its inaugural "**Georgia Grown Farmers Showcase**" on Saturday, May 18, 2013, from 9:00 a.m. to 4:00 p.m..

**NOW THEREFORE**, for and in consideration of the terms and conditions contained herein, the sufficiency of which is hereby acknowledged by the Organizer, the Organizer hereby grants to the Vendor and the Vendor hereby accepts from the Organizer the revocable licenses set forth as follows:

- 1. LICENSED PROPERTY.** Organizer, subject to the recitals terms and conditions contained herein, hereby grants to Vendor, and Vendor hereby accepts from Organizer, a nonexclusive revocable license for the term specified herein, over and through the Booth Area identified as \_\_\_\_\_, located at Macon State Farmer's Market, as more particularly described in Exhibit "A" and attached hereto and incorporated by reference herein ("Booth Area").
- 2. USE OF BOOTH AREA.** At its sole cost, expense, risk and responsibility, Vendor shall perform the following obligations and use the Booth Area only for the purposes of:
  - a. displaying or selling Georgia grown or prepared farm, food, or art and craft products in accordance with the vendor agreement and incorporated by reference herein;
  - b. obtaining all applicable permits, licenses, or certifications for Vendor's activities at the Booth Area in compliance with all federal, state, and local laws or regulations-
- 3. TERM.** Subject to Section 4 below, and only as long as Vendor uses the Booth Area for the purpose permitted in Section 2 hereof, Vendor may use the Booth Area for the duration of the "Georgia Grown Farmers Showcase," but not to exceed a Term of 6:30 a.m. to 7:30 p.m. on May 18, 2013. If not previously revoked by Organizer pursuant to Section 4 below, then, without the necessity of Organizer giving notice to Vendor, at the end of the Term the revocable license granted by Organizer to Vendor shall stand terminate.
- 4. REVOCATION.** It is Organizer' intention, from which Organizer will not unreasonably withdraw, that this revocable license will continue for the Term as set forth above. However, Organizer retains the absolute right to accept or refuse the involvement of any vendor., and to exclude any products or materials of Vendor from being displayed or offered for sale at the "Georgia Grown Farmers Showcase" that are deemed offensive or do not meet the requirements outlined in the criteria for Vendors.

**5. UTILITIES.** Vendor shall be responsible for providing all utilities necessary for Vendor's use and enjoyment of the Booth Area.

**6. DAMAGE TO BOOTH AREA AND STATE PROPERTY, INDEMNITY, INSURANCE.**

6.1 Vendor hereby agrees that if any property of the Organizer is damaged as a result of the exercise by Vendor of the revocable license herein granted, then, at the election of Organizer, Vendor, either shall repair or restore the property or the Booth Area, or both, as the case may be, or shall pay the costs thereof, as determined by Organizer.

6.1.1 Organizer shall not be responsible for Vendor releases Organizer from any any loss by fire, theft, wind, storm, explosion, or any other cause whatsoever, to any property belonging to Vendor, nor is Organizer, responsible from loss of occupancy or other loss to Vendor by destruction or damage to the Vendor's display in Booth Area.

6.2 Vendor's Indemnification:

Vendor hereby indemnifies and holds harmless the Organizer, the State of Georgia, and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the use of this license.

6.3 Vendor's Insurance Requirements:

The Vendor shall, prior to use of the Booth Area, procure any and all applicable insurance coverages at the Vendor's own expense and shall furnish upon the Organizer's request, an insurance certificate listing the Vendor as the certificate holder.

**7. ASSIGNMENT OR TRANSFER.** This Agreement and the revocable license granted herein by Organizer to Vendor may not be assigned or transferred by the Vendor.

**8. TERMINATION.** Upon termination, all rights, duties, and obligations of the parties hereto shall forthwith terminate. Vendor shall forthwith remove any and all of his equipment and possessions from the Booth Area and shall thereafter have no right or any other entitlement to entry upon or possession of the Booth Area.

**9. ENTIRE AGREEMENT.** This Agreement embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written, between the parties other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

**IN WITNESS WHEREOF,** Organizer and Vendor have caused this Agreement to be duly executed, the day and year first above written.

**ORGANIZER:**

**GEORGIA DEPARTMENT OF AGRICULTURE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**VENDOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_