

**QUARTER 3 VENDOR AGREEMENT FOR THE
NOCATEE FARMERS MARKET
2021**

This agreement is made and entered into this ___ day of _____, 2021, by and between **The TOLOMATO COMMUNITY DEVELOPMENT DISTRICT** (the “District”) and _____ (the “Vendor”). Vendor represents that it holds the required licenses and permits to sell the merchandise summarized below, and holds an active occupational license in the state of Florida (License #_____). If the merchandise to be sold is for food consumption, the Vendor also holds an active handling permit in the state of Florida (Permit #_____). The Vendor’s contact information is as follows:

Contact Name: _____ Address _____ St/Zip _____
Telephone #: _____ Mobile # _____ E-Mail (required) _____
(All communication is done via e-mail. A valid e-mail address is required to participate)

PURPOSE: The District intends to host to a monthly Farmers Market (the “Market”) in the community of Nocatee in St. Johns County, Florida. Nothing herein shall obligate the District to hold the Market in any month where the District determines it is not in the District’s best interest or where circumstances prevent it from being held.

TERM: This agreement will cover the Markets scheduled for the following dates:

JULY 17TH, AUGUST 21ST, SEPTEMBER 18TH [10AM-1PM]

Vendor expressly acknowledges that this contract may be canceled at any time without cause by the District.

VENDOR’S SPACE: Vendor agrees to occupy _____ space at the Market. One unit of space consists of a 12’ x 12’. Vendors are not permitted to park vans/trucks in the right of ways or dominate the parking areas.

RENTAL RATE: \$25/month for each 12x12 space. Total amount is due at time of contract being signed.

No refunds will be issued. If a vendor is a no-call, no-show the agreement will be terminated. A vendor who misses more than one market will be subject to resignation of their space at the market.

PAYMENT: Payments should be made by check, credit card, or cash. **Checks should be made payable to Tolomato CDD.** Any vendor who has not turned in contract and payment will not participate in the Markets covered by this contract.

MERCHANDISE TO BE SOLD: The Vendor will sell only the following merchandise: **(Must be filled out)**

Any changes to the above listed items must approved by the District Representative.

INDEMNITY: Vendor (both individually and on behalf of any company listed below) agrees to indemnify and hold harmless the Tolomato CDD, SONOC Company LLC, TC Development LLC, NTC Reg LLC and Governmental Management Services LLL their affiliates, agents, employees, supervisors, officers and directors from and against any and all costs, loss, damage, or claims (including attorneys fees), arising out of Vendor’s (and its agents, employees and invitees) presence on the Nocatee property, including, without limitation, any injury to person (including sickness and disease) or property or death attributable to any acts or omissions of Vendor, any violation of any laws, rules and regulations, and any claims of Vendor’s customers.

VENDOR'S ABSENCE: **Vendors are required to attend all 3 markets (rain or shine).** Vendor agrees to notify the District Representative of an absence from the Market at least one week before the date of the Market. **Any Vendor who does not give notice one week prior and is a "no-show" will forfeit their space in the market for the remainder of the term of this agreement. No refunds will be given.** Vendors not complying with absentee agreement will not be permitted to participate in future markets (exceptions are at the sole and complete discretion of the District).

RENEWALS: It is the District's express intention to occasionally rotate vendors in and out of the Market. Therefore renewals are not guaranteed and are at the discretion of the District. To be considered for renewal, Vendor must be in good standing with the District.

VENDOR PLACEMENT: **Assignment of location in the Market is not guaranteed and is at the discretion of the District. The location of Vendor is determined by what is best for the Market.**

This agreement supersedes all previous contracts between Vendor and the District.

The parties hereto, have signed this agreement on the day and year written above.

RULES AND REGULATIONS: Vendor agrees to comply with all rules and regulations as stated in Exhibit "A".

TOLOMATO CDD

By: _____
Print Name: _____
District Representative
Tolomato Community Development District

VENDOR

By: _____
Print Name: _____
Company Name: _____
Address _____
E-Mail _____

EXHIBIT ‘A’ RULES AND REGULATIONS

Initial _____

LOCATION:

The Market will be held at Nocatee Station Field [400 Nocatee Center Way, Ponte Vedra, FL. 32081] or other location as designated by the District.

MARKET HOURS OF OPERATION:

Initial _____

The Market is open from 10:00am to 1:00pm. All vendors are expected to be set up and ready to sell by 9:40am. Vendors must remain at their booth until the end of the market. Vendors are not permitted to pack up early under any conditions. Cars must be moved off the field by 9:30am.

Spaces will be assigned by the District Representative and are subject to change.

MARKET FEE SCHEDULE:

Initial _____

The Markets are \$75 for the length of the contract. **If a vendor is a no-call, no-show the agreement will be terminated. A vendor who misses more than one market, even with an excuse, will be subject to resignation of their space at the market.** All vendors must have an occupational license (if exempt, please bring proof of exemption). All food vendors must also have a food permit and liability insurance.

VENDOR RESPONSIBILITIES:

Initial _____

1. Vendors are required to bring their own tents, tables, chairs and setup materials. **Vendors must anchor, weight or stake their tents down. Any damage due to a fly away tent is the responsibility of the vendor. Vendors will be asked to take their tent down if it is not anchored down.**
2. All merchandise must be of good quality; no damaged, spoiled, outdated or used merchandise allowed.
3. Vendors should be courteous to all customers. You must be prepared to have bags and change available.
4. Alcoholic beverages are not allowed for sale or for personal consumption.
5. Any vendor concerns should be reported to the District Representative.
6. Vendors are responsible for protecting their merchandise in the event of inclement weather.
7. No smoking permitted on Farmer’s Market Grounds.
8. No music is permitted.

PERMITTED PRODUCT LINES:

Initial _____

The District Representative must approve vendor products. Vendors are not permitted to add any additional product lines without prior approval.

REGULATIONS AND POLICIES:

Initial _____

The vendor is responsible to secure all necessary licenses including but not limited to food for consumption, fish handler, etc. Contact the Florida Department of Agriculture, Food Safety Division. All licenses must be displayed and in compliance with state licensing requirements. Vendor is responsible for collection and remittance of Florida State Sales Tax to the State of Florida and should comply with all applicable laws, rules and regulations. Quality and accountability of product remains the vendor’s responsibility.

FOR ADDITIONAL INFORMATION CONTACT:

Hannah Davis
District Representative, Tolomato Community Development District
Phone: (904) 924-6858, Fax: (904) 924-6879, **E-Mail: hannah@nocatee.com**

Completed Vendor Agreements can be faxed or mailed along with a copy of the Vendor’s occupational license (plus food handler’s permit for food vendors).