

# **Vendor License 2021**

## **Bloomington Farm Stop Collective, Inc.**

In consideration for the privilege to participate as a vendor with the Bloomington Farm Stop Collective, Inc. (referred to as the "Cooperative") during the 2021 calendar year, the Bloomington Farm Stop Collective, Inc. grants to vendor a license to operate in the Cooperative and the undersigned vendor agrees to the following:

I. Administration

The store is owned by a non-profit agricultural cooperative, the Bloomington Farm Stop Collective Inc. Its membership is composed of all participating Farm Vendors. The Cooperative is governed by a member-elected Board of Directors. The Board will determine all Cooperative policies and set fees as needed. The Board has the right, in its sole discretion, to approve or deny a vendor license to sell in the store based on the current needs and identified priorities of the Cooperative. The Board will hire a manager to oversee daily management of the store. The Board and manager both have the authority to assign vending space, settle disputes and disqualify or terminate vendors for violations of this Agreement or other Cooperative regulations.

II. Eligibility of Vendors

A "Farm Vendor" is any individual or business that engages in the production of agricultural products, including horticultural, viticultural, forestry, dairy, livestock, poultry, bee, and any other farm product, that has been approved by the Board to be a vendor. All Farm Vendors are required to become members of the Cooperative in order to sell in the store. Farm Vendors may only sell products they themselves have grown, raised, processed, or foraged.

A "Non Farm Vendor" is any individual or business that engages in the production of food products using ingredients they did not grow or raise themselves, that has been approved by the Board to be a vendor. Non-Farm Vendors are not eligible to be members of the Cooperative. All products sold by Non-Farm Vendors must be made by the vendor from scratch. Priority will be given to producers who are using locally grown or raised ingredients.

III. Obligation to Comply with the Vendor Policies

The 2021 Vendor Policies document and 2021 Vendor Application document are hereby incorporated into this Agreement by reference and are a part of this Agreement as fully as if they had been set forth herein. All vendors are required to comply with the policies as described in these documents.

IV. Application to Sell

After a Vendor Application has been approved by the Bloomington Farm Stop Collective, Inc. Board, the vendor must complete in full and sign this Vendor License and return it to

the Board, along with any other required documents and fees, before the vendor will be allowed to sell any goods in the store.

V. Product Quality and Food Safety Requirements

Vendors agree to provide the store with high quality food, prepared and packaged appropriately and in accordance with all federal, state, and local health regulations, licensing, and labeling requirements. Rotted, damaged, sunburned, diseased, insect damaged and unmarketable products will not be accepted at delivery.

Vendors are expected to remain informed and educated on rules governing the production, display, distribution, sampling, and sale of their products. The burden of knowing and complying with all such regulations lies with the vendor.

All produce vendors are required to complete a Produce Safety Alliance Training with Purdue Extension and register with the Indiana State Department of Health and provide the Cooperative with proof of the same within 6 months of becoming a member of the Cooperative. Any vendor found to be in violation of the PSA training requirement will be barred from selling until they have completed the training.

VI. Insurance

Before selling at the new store, vendors must provide a certificate of liability insurance listing:

- Bloomington Farm Stop Collective, Inc. as **additionally insured**
- Additionally insured entity name and address should be:
  - Bloomington Farm Stop Collective, Inc.  
DBA Rose Hill Farm Stop  
902 West Kirkwood Avenue  
Bloomington, IN 47404
- A Commercial General Liability policy with limits of insurance not less than \$500,000 each occurrence and \$1,000,000 annual aggregate OR a Commercial Umbrella policy limit of at least \$1,000,000
- The policy must be from an insurer acceptable to the Cooperative, which remains current and in effect during the period of this Agreement.

VII. Fees

The Cooperative will retain a percentage of the proceeds from each transaction to fund store operating expenses. The Board shall establish this percentage annually at their discretion and based on the financial operations of the Cooperative. For 2021 the fee structure will be:

- Farm Vendors
  - \$300 Cooperative membership fee due at Agreement submission
  - 25% consignment fee
- Non-Farm Vendors
  - 30% consignment fee

VIII. No Guarantees

The Bloomington Farm Stop Collective, Inc. seeks to provide an opportunity for local food producers to sell products to the Bloomington community. As a consignment based operation, however, the Cooperative does not make any guarantees relating to the sale of any vendor food or farm products.

IX. Cooperative Remedies for Breach and Appeal

- Violation of any provision of the License granted hereunder is a material breach and considered a default by the Vendor. Upon notice from the store manager or Bloomington Farm Stop Collective, Inc. Board of the occurrence of a breach or default and the Vendor's failure to correct the violation within a reasonable time, the Vendor's license will be revoked and the Vendor will be barred from selling until they have addressed the problem. If a breach or default is deemed not correctible or serious enough to merit immediate action, the Vendor may be subject to immediate termination of this License and of the Membership Agreement, if applicable.
- If the store Manager or Bloomington Farm Stop Collective, Inc. Board has any reason to believe that a Vendor did not produce the goods they are selling at the store, or that other conditions exist that may constitute a violation of this Agreement or adversely affect the health or safety of customers, staff or Board members, the Cooperative reserves the right to conduct an unannounced inspection of the Vendor's property. The undersigned Vendor hereby authorizes the store Manager and Bloomington Farm Stop Collective, Inc. Board to conduct such an inspection, in its discretion. The Vendor also agrees to provide the store Manager and Bloomington Farm Stop Collective, Inc. Board such opportunities as deemed necessary to view and obtain copies of Vendor's records related to the products sold at the store. If the store Manager or Bloomington Farm Stop Collective, Inc. Board determines, after inspection, that there is a reasonable likelihood that the Vendor did not produce the products they offered for sale at the store or has otherwise violated this Agreement, the Cooperative may, in its sole discretion, declare a material breach.
- Upon occurrence of a material breach of this agreement, the Bloomington Farm Stop Collective, Inc. reserves the right to declare this License revoked immediately, by stating so in a written notice to the Vendor, and to retain, as liquidated damages, any fees paid by the Vendor. The Bloomington Farm Stop Collective, Inc. may also, at its sole discretion, determine that it will not contract with the Vendor in future years.
- The Bloomington Farm Stop Collective, Inc. Board has the right to make regulations regarding the store and determine whether Vendors and potential vendors are in compliance with its regulations.

X. Covenant Not to Sue

The Vendor will not institute any action or suit at law or in equity against the Cooperative or any of its employees, officers, or agents as a result of operations under this Agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or

compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

XI. Liability and Indemnification

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound products. The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge the Bloomington Farm Stop Collective Inc. and its employees, officers, and agents, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the Vendor's participation in the store, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the Bloomington Farm Stop Collective Inc. and its employees, officers, and agents. The Bloomington Farm Stop Collective Inc. makes no representations or warranties regarding any product offered by a Vendor and expressly disclaims any warranties as to any product or item offered by a Vendor.

XII. No Return of Profit

The Cooperative shall at all times be operated on a service-at-cost basis for the benefit of the Cooperative and its Vendors, meaning that the membership and consignment fees shall be used to fund the operations of the Cooperative.

There will not be a return of other funds or profits to Vendors but the fees received and generated will be used to enhance the services and programs offered by the Cooperative.

I, \_\_\_\_\_, have read and understand the 2021 Bloomington Farm Stop Collective, Inc. Vendor Policies. I agree to these terms and conditions.

Vendor Name: \_\_\_\_\_

Farm or Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

This Vendor License is effective upon approval by the Bloomington Farm Stop Collective, Inc. Board of Directors and signature by the Vendor and Authorized Bloomington Farm Stop Collective, Inc. Board Representative.

Board Approval Action:

Authorized Board Representative Name:

\_\_\_\_\_

Authorized Board Representative Signature:

\_\_\_\_\_

Signature Date:

\_\_\_\_\_

