2009
MARKET AGREEMENT

This Market Agreement (the “Agreement”) made on the _______ day of ___________________, 2009 between the undersigned (“Member/Vendor”) and The Cathedral of St. Philip (the “Cathedral”) d/b/a Peachtree Road Farmers Market (the “Market”) with respect to Member/Vendor’s participation in the 2009 Peachtree Road Farmers Market. In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Agreement to abide by Peachtree Road Farmers Market Rules and Procedures.
   Member/Vendor has read and hereby agrees to be bound by the Peachtree Road Farmers Market 2009 Market Rules and Procedures.

2. Insurance
   Member/Vendor agrees to furnish the Peachtree Road Farmers 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 Cathedral of St. Philip Peachtree Road Farmers 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 Peachtree Road Farmers Market and market space assignments are made at the discretion of the market management. Acceptance into the Peachtree Road Farmers Market does not constitute a guarantee to sell in the market during the market season. This Agreement and the right to participate in the Peachtree Road Farmers Market may be suspended or terminated by The Cathedral of St. Philip at any time for any reason.

4. Conflict Resolution
   The public and beneficial purposes of the Peachtree Road Farmers Market include the effort to support regional farmers, growers and producers. Peachtree Road Farmers Market does not have the resources to pursue costly litigation. Therefore, Member/Vendor agrees that as a condition to participation in Peachtree Road Farmers 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 Market or the Cathedral resulting from a suspension or termination from the Market to the Membership Fees paid by Member/Vendor for the 2009 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, the Cathedral and each of their respective employees, agents, officers, directors and representatives (collectively, “Representatives”) from and against any and all liability, loss, damage, damage, expense, suits, claims, penalties or judgments arising in connection with Member/Vendor’s participation in the Peachtree Road Farmers Market. Member/Vendor acknowledges that Member/Vendor’s responsibilities include any and all costs and expenses incurred by the Market, the Cathedral 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 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: Peachtree Road Farmers Market

Authorized signature: ____________________________________________ Date ________________
Title: __________________________________________________________________
2009
MARKET AGREEMENT ENCLOSURE CHECKLIST

Please check the box beside the appropriate required documents that you have provided along with your completed Market Agreement:

☐ 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) ____________________________