



### **One Nineteen Green Market**

Greetings Green Market Farmers and Vendors! Thank you for your interest in the One Nineteen Green Market. The interest and public awareness of farmer's markets continues to grow as consumers and producers have come to mutually benefit one another in this growing movement to promote real, local food. The purpose and goal of the One Nineteen Green Market is to promote the value and healthfulness of local, family-farmed REAL food. Your participation in the One Nineteen Green Market plays an important role in meeting that goal.

#### **Details**

The Green Market will take place every Wednesday from 3 to 6 p.m. from May through October (May 5 through October 27) against the backdrop of One Nineteen. One Nineteen is an outdoor shopping center at the intersection of 119<sup>th</sup> and Roe in Leawood, Kansas featuring many stores and restaurants exclusive to Kansas City including NoRTH, Crate & Barrel, Habitat Shoes, Mitzy London, Z Gallerie and more.

The market began as a small organic farmers market last year, but 2010 promises to feature more organic farmers and local companies through a direct partnership that One Nineteen has formed with Door to Door Organics. The market will be heavily promoted through a variety of vehicles including magazine (Spaces, KC Magazine, Tastebud, etc.), guerilla marketing, online advertising, direct mail, eBlasts, collateral, on-site signage and more.

If you are interested in participating in the One Nineteen Green Market, please fill out the attached contract and return with payment via mail, email or fax to market coordinator, Tami Bourquin.

Tami Bourquin  
One Nineteen Green Market Coordinator  
c/o Generation Relevant  
11936 West 119<sup>th</sup> Street, Ste. 189  
Overland Park, KS 66213  
913-317-6363 phone  
913-317-6565 fax  
tami@generationrelevant.com

We look forward to working with you to make the One Nineteen Green Market a success that we can all celebrate!

## **One Nineteen Green Market Vendor Guidelines**

### **Green Market Dates and Hours**

Every Wednesday from 3 to 6 p.m. from May 5 through October 27, 2010. Set-up begins at 2 p.m. Clean-up must be complete by 7 p.m.

### **Green Market Coordinator**

Tami Bourquin at (913) 317-6363 or [tami@generationrelevant.com](mailto:tami@generationrelevant.com). For emergencies day of market, call 913-238-0152.

### **Application**

Farmers and vendors must sign the attached contract and receive approval prior to participating in the market. Spaces will be reserved on a first-come, first-serve basis. Payments must be current prior to set-up on market day.

### **Fees**

All fees must be paid prior to set-up.

- \$390 for entire season (26 weeks)
- \$260 for half season (13 weeks)
- \$25 per week on a week-by-week basis

### **Space**

- One Nineteen will set the farmers market along the sidewalk of the shopping center, ensuring cover and shade for nearly every vendor.
- Each Vendor will receive a designated 10x10 space. Vendors may opt for a space that allows a 10x10 pop-up tent (with weights) or a space that will accommodate an 8' table.

### **Electrical**

Power is available in select locations for an additional \$10 per week. Vendors must provide their own extension cord and duct tape to cover the cord. Preference for electrical power must be made known in advance on the contract.

### **City and State Requirements**

- Farmers and vendors must comply with all ordinances, rules and regulations as required by the city of Leawood.
- All farmers and vendors must comply with state health rules and regulations.

**See further Vendor and Market Guidelines in Exhibit A of the attached contract.**



# Farmers' Market Stall License Agreement

This MARKET STALL LICENSE (this "Agreement") is made as of \_\_\_\_\_, 2010 (the "Effective Date") between

<b>PROPERTY MANAGER as Agent for</b>	RED Asset Management, Inc. 4717 Central Kansas City, MO 64112
<b>OWNER</b>	119 <sup>th</sup> Street Development, LLC. dba One Nineteen 4425 W. 119 <sup>th</sup> Street Leawood, KS 66209
<b>AND</b>	
<b>VENDOR (2010 Participant)</b> <i>Please print Name, Address, Phone &amp; Email in box to right)</i>	

1. **License.** Owner hereby grants to Vendor a non-transferable revocable license to temporarily use the area assigned by Owner (the "Stall"), during the **One Nineteen Green Market** event (the "Event") for the Permitted Use (defined below) on each Wednesday during the Term, and Vendor agrees to pay Fees to Owner as set forth herein and perform all other agreements set forth herein.

2. **Market Area.** The Market Area is described as: located within the One Nineteen Shopping Center, Leawood, Kansas in a designated area against designated storefronts at the southeast corner of the intersection of 119<sup>th</sup> and Roe. Owner reserves the right to relocate the Market Area at any time.

3. **Term: (Check one)**

- Full Season, May 5 to October 27, 2010 (26 Wednesdays)
- Half Season, 13 Wednesdays of choice: \_\_\_\_\_
- Weekly basis, Wednesdays of choice: \_\_\_\_\_

3a. **Stall: (Check one)**

- Prefer space with room for 10x10 pop-up canopy (10x10 space)
- Prefer space with room for 8' table (10x10 space)
- Prefer accessibility to one 110 outlet (Additional \$10 per week)

3b. **Briefly describe items you intend to market (Note allowed items):**

\_\_\_\_\_

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4. **Fees.** Vendor agrees to pay a total of \$390.00 for a season permit lasting for a full-term of twenty-six (26) selling days, \$260.00 for a half-season of thirteen (13) selling days, or \$25.00 for each Wednesday at the Event. Applicable Fees based on Vendor's respective choice of Term are to be paid in full with the execution of this Agreement. Vendors' preferred location(s) for a Stall will be honored on a first-come basis as individual Vendor payments are received. Owner reserves the right to relocate the location of each Stall at any time. All checks shall be payable to **Generation Relevant** and mailed to the address set forth above.

5. **Refunds.** Owner will not refund any Fees unless Owner is unable to provide the Stall or space of approximate equal area to the Stall. Vendors who fail to set up in a pre-paid Stall by 2 p.m. on any Wednesday during the Term may forfeit that Stall along with any Fee paid in advance. Owner then has the right to reassign the Stall to another vendor.

6. **Event Sale Hours/Clean Up.** Vendor may not arrive or set up any earlier than 2 p.m. and may not make any sales of product or merchandise before 3:00 p.m. Vendor must operate at the Stall fully set up until 6:00 p.m. on each day of the Event during the Term. Vendor shall be responsible for final clean up of the Stall including broom sweeping the Stall and complete removal of all tables, boxes, chairs and any other materials used for the sale or display of any and all merchandise, no later than 7:00 p.m. on each Event day.

7. **Safety/Rules and Regulations.** Vendor shall take all reasonable precautions for the safety of its employees and all customers and visitors shopping in the Market Area and around its Stall. Vendors shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety or protection of persons or property located on or near the Market Area and in or around the Stall. Vendor shall comply and cause its employees and assistants to comply with any reasonable rules and regulations established by the Owner, including but not limited to the Green Market Guidelines and the Shopping Center Rules and Regulations (collectively, the "Rules"). Vendor hereby acknowledges receipt of a copy of the Rules. Owner may change or alter the Rules as it deems necessary or appropriate for the overall good of the Market Area.

8. **Permitted Use.** Vendor may only use the Stall for the sale of those items designated on the attached **Vendor & Market Guidelines - Exhibit A**, unless otherwise permitted in writing by Owner.

9. **Insurance Coverage.** Vendor, at its sole cost, shall obtain and keep in force throughout the Term, personal liability insurance in limits of not less than \$1,000,000.00 per occurrence and product liability insurance in limits of not less than \$1,000,000.00 per occurrence. Proof of such insurance shall be made available upon request.

10. **Indemnification.** Vendor shall defend, indemnify and hold Owner, 119<sup>th</sup> Street Development, LLC, any parents, affiliates, principals, agents and employees of either and both, and any other owners harmless from any against any and all claims whatsoever arriving in any way out of Vendor's acts or omissions in, on and about the Market Area, the Stall, and the activities therein.

11. **Assignment.** Owner may reassign space in the Market Area as it deems necessary and in its sole discretion, provided that Vendor is given a space of equal area for which Vendor paid for, in advance. Vendor may not assign this lease or allow other to use the Stall without prior written consent from Owner.

12. **Termination.** This Agreement shall automatically terminate if Vendor does not timely pay the Fee or fails to fully comply with any of the terms of this Agreement. In addition, Owner shall have the right to terminate this Agreement upon three (3) days written notice to Vendor if Owner receives more than three (3) complaints about a Vendor's product, performance or conduct during the Term.

13. **Vendor's Exclusive Remedy.** Vendor acknowledges and agrees that its sole and exclusive remedy under this Agreement against Owner for any reason shall be to require Owner to refund Fee charges not earned by the Owner. Vendor waives any and all other rights or remedies which might be available in equity or in law, including the right to seek damages whether special, incidental, consequential or otherwise.

14. **Attorney's Fees.** If any party hereto shall bring any suit or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the losing party shall pay the prevailing party's reasonable costs and expenses, including reasonable attorneys' fees and court costs.

The parties have caused this Agreement to be executed by their duly authorized representatives on the date first above set forth. By signing below, Vendor acknowledges that he/she has read and agrees to abide by the Market Guidelines.

RED Asset Management, Inc. as  
Agent for 119<sup>th</sup> Street Development, LLC

By: \_\_\_\_\_  
Steve Barnhouse, VP of Operations, RED Asset Management

VENDOR:

\_\_\_\_\_  
*Vendor Contact Name / Date*

**ONE NINETEEN GREEN MARKET**  
**2010 VENDOR & MARKET GUIDELINES**  
**EXHIBIT A**

***The intent of One Nineteen Shopping Center in hosting the One Nineteen Green Market*** is to provide a venue for local, growers and producers to sell their fruits and vegetables, meats and poultry, etc. directly to the consumer.

We support growers who strive to produce products free of harmful pesticides; growers who are responsible stewards of the land and the environment in which we all live. We encourage chemical-free, pesticide & herbicide-free produce. Participating vendors who advertise their product as organic, must be certified organic by a recognized certification agency and must display their certificate. It is each Vendor's responsibility to know and be in compliance with Johnson County Health Department, City of Leawood, State of Kansas and federal requirements on all items sold at the One Nineteen Green Market.

1. The Farmers Market (hereinafter referred to as the Market) will begin on Wednesday, May 5, 2010 and run through October 27, 2010, rain or shine, unless severe storm warnings prevail.
2. Designated items may include farm fresh, family-raised fruits and vegetables, frozen meats and poultry, cheeses, baked breads, herbs, flowers, plants and ornamentals such as mini pumpkins and gourds. Sale of flea market-type items, craft-type items, prepared foods, home-baked items and canned goods is prohibited. Management reserves the right to deem any item(s) not acceptable to be sold at the Market. No third-party sourced goods.
3. Vendors are responsible for collecting and reporting any required sales tax on items sold at the Market.
4. All vendors who sell at the Farmers Market must submit a Contract. An approved Contract will constitute an agreement between vendor and the Market to abide by the policies and rules governing the One Nineteen Green Market.
5. The Market reserves the right to limit vendors with certain products until an appropriate space is available.
6. The Market will operate from 3:00 p.m. to 6:00 p.m. Vendors are required to set up before 2 p.m. Vendor shall be responsible for final clean up of the stall area including broom sweeping the stall and complete removal of all tables, boxes, chairs and any other materials used for the sale or display of any and all merchandise, no later than 7:00 p.m. on each Market day.
7. No Vendor will be allowed to set up after the Market begins and special permission is granted and Vendor is escorted by Market Management. Vendor stalls are "smoke-free" zones.
8. **Pricing:** Vendor is required to establish fair and equitable pricing standards that reflect the quality of the product and the nature of our Market and our Mission Statement. No price gouging or price undercutting is allowed. Refer questions on pricing policies to Management for clarification.
9. Vendor agrees to pay a fee of \$390.00 for a full-term (26 Wednesdays), \$260.00 for a half-term (13 Wednesdays) and \$25.00 for a week-by-week term. Fee is to be paid in full with contract per Vendor's designated term. Vendors' preferred location(s) will be honored on a first-come basis as individual Vendor payments are received. Locations are not guaranteed. Though it is advantageous to both Vendor and Market to maintain consistent location during the year, some variation may occur as a result of absences or changes in seasonal items.

## ONE NINETEEN GREEN MARKET

### VENDOR & MARKET GUIDELINES (continued)

Checks shall be made payable to **Generation Relevant** (note One Nineteen Green Market in memo) and mailed along with contracts to:

One Nineteen Green Market  
Tami Bourquin, Green Market Coordinator  
c/o Generation Relevant  
11936 West 119<sup>th</sup> Street, Ste. 189  
Overland Park, KS 66213

Payments are also accepted online at [www.generationrelevant.com](http://www.generationrelevant.com)

10. One Nineteen Green Market supports the ideal of renewing the connection between grower and consumer. For that reason, it is advised that the person selling at the market (Vendor) should be the grower, a member of the family or a full-time employee of the farm. In exceptional cases, another employee may sell if that employee is fully informed of the products' growing methods.
11. All vendors must be 18 years of age or older.
12. For health and safety reasons, Vendors may not bring pets to the Market.
13. Vendors who bring children to the market must keep the children in their stall. If the children are disruptive to the Market's vendors and/or customers, Vendors may be asked not to bring their children for the remainder of the season.
14. Vendors must wear appropriate attire and footwear at all times.
15. All products and signs must stay within each vendor's assigned area.
16. All Vendors are responsible for collecting and removal of their own garbage.
17. The sale of goods not grown or produced by the vendor, the reselling of goods, or the sale of goods that have been traded or bartered for is not permitted. If this occurs, the vendor will not be allowed to sell those products at the Market. Spot inspections may take place, if deemed necessary.
18. Vehicles may not park on grass perimeters at any time. All Vendors will be asked to park in the designated Vendor parking area to allow for customer parking.
19. Vendors offering tasting samples must know and comply with all Johnson County and State of Kansas health regulations. Samples will be handled properly (i.e., on a covered tray, served with toothpicks or using other appropriate and sanitary serving techniques). Vendors must provide a waste container(s) if sampling items.
20. If Vendor is unable to sell on a particular day(s) of the Market, Vendor is responsible for contacting Market Management so area can be reassigned. (Call 913-238-0152 to inform Management or to leave a message.) "No shows" that do not call by 2:00 p.m. the day of market may lose their previous location.
21. Should any questions or disputes arise regarding the observance of the Market policies, One Nineteen Green Market Management will resolve any issues accordingly.
22. One Nineteen Shopping Center reserves the right to make any modifications to existing Guidelines at any time.