

Sarasota Farmers Market Vendors, Inc. [SFMV, Inc.] Vendor Agreement

Agreement

The Board of Directors grants to the undersigned a revocable license agreement to operate the approved business in accordance with the terms of this Agreement.

Background

FORMATION: The Sarasota Downtown Farmers Market ["Market"] was created February 19, 1981 by an act of the City of Sarasota Commission. The Vendors petitioned the City of Sarasota in July of 2009 to form a Vendor run Market. On September 8, 2009, this was granted and the new non-profit organization, SFMC, Inc. received the Usage Permit from the City of Sarasota on October 6, 2009, and is now responsible for Market management. The official name of the Market is the "Sarasota Farmers Market Vendors, Inc." [SFMV, Inc.]. The Usage Permit between the City of Sarasota and the SFMV, Inc. stipulates that the SFMV, Inc. shall have the right to use certain areas of downtown Sarasota in order to sponsor a Farmers Market ["Usage Permit"].

GOVERNING BODY: The Governing Body is the SFMV, Inc. a 501(c)(3) not for profit organization [Federal ID # 27-0926743]. It can be reached by mail at P.O. Box 365, Sarasota, FL 34230. The Board of Directors, as the governing body of the SFMV, Inc. shall be responsible for the business affairs of the Market in accordance with the Bylaws of the Association. It shall determine policies and fiscal matters related to the Market.

Operation of the Market shall be solely within the discretion and control of the SFMV, Inc. Board of Directors, (hereinafter "Board"). The Board reserves the right to change or modify its policies or rules. Vendors shall comply with all statues, ordinances, rules, and regulations of any City, County, State, or Federal government authority, including the Sarasota County Health Department.

PURPOSE OF THE MARKET: The Downtown Farmers Market is a key component of a vibrant, diverse and exciting downtown. It is designed to serve to bring together all segments of the community. It is a positive force in bringing people downtown to purchase fresh produce and local crafts. The 52-week Market is a showcase for the talents of local growers and local artisans. The purpose and mission is set forth in the Bylaw.

FARMERS MARKET MANAGER: The Farmers Market Manager who reports to the SFMV, Inc. Board shall have in general the responsibilities of the day to day operations of the Market and specifically, the operation of the Market on each Saturday. Responsibilities will include, but not be limited to, weekly allocation of all Vendor spaces; supervision of the Market during operating hours; communication with Vendors and responding to their needs and inquiries; implementing and enforcing all rules pertaining to the running of the Market in a fair and equitable manner; liaising with City Officials and downtown merchants as directed and required; creating an open and friendly atmosphere at the Market and implementing regular, ongoing special activities and entertainment at the Market. The Manager is also responsible for contacting potential Vendors that may be able to fill the needs for specific products and services identified by the Board.

LOCATION: The Downtown Farmers Market shall be located in downtown Sarasota at a location granted to the SFMV, Inc. by the City. The location of the Market may change at the request of the City and to

accommodate special events, City activities or for other significant reasons. As much notice as possible will be given of any change in location, including discussion at the Farmers Market Board.

HOURS OF OPERATION: The Market shall be open every Saturday of the year, from 7:00AM to 1:00PM, unless otherwise amended by the Board. Vendors must vacate the Market by 2:00PM on Saturday. The hours of operation may be changed, when required, at the discretion of the SFMV, Inc. and/or at the request of the City. Where December 25 (Christmas Day) or January 1 (New Year's Day) falls on a Saturday, then the SFMV, Inc. has the option to open the Market on another day. As much notice as possible will be given to Vendors in these cases.

LICENSE AGREEMENT

The Board grants this revocable license after having voted to approve specific products of the Vendor, for which the Vendor herein is permitted to sell at the Market.

RENTAL FEES: Rental Fees are payable for the entire year regardless of whether a Vendor occupies a space for the entire year. Payment is by check or money order and is due the first Saturday of each month, payable to the SFMV, Inc. Monthly rates are calculated according to the 52 week year, each payment is 1/12 of the yearly total payable monthly. Sales Tax on rental of space is required by the State of Florida and is collected as part of the monthly rental fee as stated. Vendors may not set-up the following Saturday if the rental payment is not received by the first Saturday of the month; no refunds nor credits are given for non-occupancy. In accordance with Board policy, a Vendor may prepay for the year in advance, if payment is received no later than the first Saturday in January; a reduction of 1/12 of the yearly rent total will be granted.

Any Vendor who resigns from the Market before the Calendar year is complete is required to pay the remainder of the rent outstanding. **I accept this condition: [Initial here _____].**

Each Vendor shall pay the current contract application fee as determined by the Board, upon commencement of their first contract. Upon renewal of the Contract all vendors shall pay the annual Membership Fee as determined by the Board.

VENDOR REQUIREMENTS AND REGULATIONS

1. The Manager shall assign each Vendor a designated area to display and sell his/her merchandise. The normal size of area is follows: 10' by 10'. Vendors may be relocated to other areas at the discretion of the Manager. Vendors shall not operate beyond the area assigned them, except as pre-approved by the Board.
2. On signing this Contract or any extension thereto, each Vendor shall be responsible for providing to the Manager all required documentation listed within the Contract or as state in the Exhibits including, where applicable, a Florida Processed Food License Number, a Florida Sales Tax Number, a current Certificate of Comprehensive Liability Insurance. No Vendor shall share his/her designated area with any other Vendor or any person not employed by the Vendor without the prior approval of the Board.
3. Each Vendor shall keep his/her designated area clean, safe and neat during operating hours of the Market. Each Vendor is responsible for ensuring that his/her area is thoroughly cleaned at the close of the Market. All waste must be taken out by each Vendor individually. All areas must be kept in safe condition and shall not create any hazardous condition nor allow any such

condition to continue. All tents, umbrellas or other devices providing shade must be securely anchored. Failure to have a designated area clean and safe may result in the Board hiring, at the Vendor's expense, an external supplier to clean up or repair any damage.

4. Vendors shall be responsible for the payment of his/her taxes and license fees, including, but not limited to sales taxes payable to the Florida Department of Revenue. Vendors are responsible for obtaining required licenses and certificates from the City, County and State authorities and for ensuring that the SFMV, Inc. is provided current copies.
5. Vendors may sell ONLY the products or provide ONLY services agreed to and listed on attached Exhibit "A" of this Agreement. Vendors are not permitted to change or add to products or services offered without prior approval of the Board at its sole discretion. Any products or services offered for sale but not listed on this Agreement will be immediately removed from the Market. The Board shall make the final determination of what products and services are to be provided by the Vendor.
6. Vendors are required to be in the Market every Saturday; Vendor vacation time is seven [7] weeks per year. Vacation time is restricted to three [3] consecutive weeks at a time. Two [2] unexcused absences will be allowed; unexcused absences are defined as less than a seven [7] day notice of absence, except in extraordinary circumstances. Sickness and Emergencies will be counted as days off. Space rentals will continue to be payable when a Vendor is absent from the Market.
7. A Vendor-Owner, or approved party by the Board, is required to be at the business location in the Market during hours of operation.
8. The Vendor shall abide by the Rules and Regulations set forth by the Board for the SFMV, Inc. as implemented and enforced by the Manager. The Manager shall set forth the restricted and permitted parking areas. Vendors and their employees are NOT permitted to park their vehicles anywhere within the Market footprint.

I accept these conditions: [Initial here _____].

REQUIREMENTS FOR SPECIFIC VENDORS

Produce/Food Vendors: Produce sold at the Market must be fresh grown and may include, but is not limited to, vegetables, plants, cut flowers, nursery products and any item that is grown or growing. Items directly related to the sale of such items, such as pots, baskets, jams, jellies, breads, etc., may also be offered for sale in conjunction with produce. Items produced from produce or food items must be self-processed. Reselling of goods processed or manufactured by others is permitted. The Board may make exceptions in special circumstances.

Artisans: Artisans' work must be original art or applied crafts that fit the focus of the Market; natural materials that are self-produced, hand-crafted and of high-quality workmanship while avoiding too much duplication of any given category (candles, soaps, textiles, ceramics, etc.). Artisans must have created, sewn, constructed or otherwise fashioned from natural materials the item(s) they sell. The component materials must be sufficiently modified from their original state to demonstrate true craftsmanship. Arts and crafts should be handmade by the artisan unless the Board approves an exception. If using a commercial component in his/her work, the artisan must substantially alter the item using great skill or technique and original design. Vendors may be asked to certify in writing that the products they offer for

sale meet these requirements. The Artisan who makes the product or offers the service must be present at the Market to display their wares.

Service Providers: Service providers must be in accordance with the purposes and mission of the Market and are intended to compliment and supplement the Produce/Food/Artisan Vendors.

OTHER TERMS OF AGREEMENT

The term of this Agreement between the Vendor and the SFMV, Inc. shall commence upon full execution of the Agreement and shall terminate on December 31 of each year, subject to earlier termination as provided in this Agreement. If this contract is for a new Vendor it is conditioned upon the successful completion of a six [6] week probationary period commencing upon the date of the execution of the Agreement. The Contract may be terminated for any reason during the probationary period.

While recognizing that special circumstances may force a Vendor to be absent from the Market from time to time, the Board retains the right to terminate this Agreement in the case of more that two [2] weeks unexcused absences from the Market, or for failing to be set up and ready three times or more during the term of this Agreement. The term, "failing to be set up", is defined as not having the tent, table, and all equipment set up and product displays complete at 7:00AM. All Vendor vehicles must be out of the designated Market area by 6:45AM. Vendors must ensure their areas are occupied twelve [12] months of the year, unless special arrangements have been made in advance and agreed to by the Board.

I accept these terms: [Initial here _____].

The SFMV, Inc. shall have the right to cancel any Market day on 24-hour email notice to the Vendors, for any reason.

In the event the SFMV, Inc.'s Usage Permit should be terminated, or abridged, regardless of the reason, the SFMV, Inc. shall have the right to discontinue the Market, giving as much notice as possible.

ASSIGNMENT/SUBLET/PROPERTY RIGHTS

No vendor shall assign nor sublet his/her designated area unless prior approval has been obtained from the Board. The Board may approve or deny any such assignment at their discretion, only after formal request is made in accordance with Market policies and procedures. The Vendor agrees that the City of Sarasota, through its permit with the SFMV, Inc., has not granted the SFMV, Inc. or any Vendor a property right of any nature whatsoever. Furthermore, the Vendor agrees and covenants that they cannot and will not sell space within their rental space or permitted area as it is a public right-of-way. This restriction is merely intended to prohibit any attempt by any part to sell entitlement to possession or use of a public right-of-way.

INSURANCE AND INDEMNIFICATION

The Vendor must sign the "Hold Harmless Agreement" attached hereto as part of this Agreement and return the same to the Manager with this Agreement.

The Vendor shall indemnify and hold the SFMV, Inc. harmless from any and all actions, fines, suits, proceedings, claims, costs, damages, losses or expenses of any kind incurred by the Vendor and paid by the SFMV, Inc. arising out of or in any way related to the Vendor's participation in the Market or arising out of or occurring within the area comprising the Market. This shall include all attorney's fees and costs necessarily incurred by the SFMV, Inc.

The SFMV, Inc. is not liable for any loss or damages caused by failure or delay in providing the site, any defect or deficiency in the site or any interruption of or other loss or use of the site. All food/produce Vendors are required to deliver to the SFMV, Inc. at the signing of this Agreement and annually thereafter, a copy of their current annual Comprehensive General Liability Insurance Certificate covering operations and products with limits not less than Five Hundred Thousand Dollars (\$500,000.00)/One Million Dollars (\$1,000,000.00) aggregate naming the SFMV, Inc. as an additional insured. Artisan Vendors and Vendors providing services are required to deliver to the SFMV, Inc. at the signing of this Agreement and annually thereafter, a copy of the Comprehensive General Liability Insurance Certificate covering operations products with limits not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) aggregate naming the SFMV, Inc. as additional insured. It is the Vendors responsibility to keep continued liability coverage and to provide a copy to the Manager.

Weather Policy

The policies of the Market include a Weather Policy. Make sure you are familiar with the Weather Policy and the following: When the downtown Sarasota area is under an immediate Tropical Storm or Hurricane Warning with extreme high wind predictions, or if there is an immediate threat or actual presence of lightning, the Market will close. A NO TENT rule will go into effect if the Market is not in the direct path of the storm, but winds are elevated and tents are proven to be unstable. The Manager shall have final decision authority depending on the projected path and surrounding conditions of the storm. The SFMV, Inc. requires Vendors to have weights on hand (or other means of securing the Vendors' tents and equipment) for any unforeseen wind conditions. Rain-only events will not initiate a closure.

Vendors are responsible for monitoring local weather conditions. Vendors with perishable items may, at their discretion, adjust their inventory the best they can to minimize inventory loss in case of projected severe weather conditions.

Vendors are required to "check in" with the Manager if potentially dangerous winds or lightning storms approach the Market. Vendors need to be on the same page in the event of such storms.

1. It is the Vendor's responsibility to contact the Manager in the case of uncertain weather patterns.
2. In the case of any power outages and/or if the internet is down, it is the Vendor's responsibility to contact the Manager.
3. The City has instructed the SFMV, Inc. to notify the Police Department of any closure. Once the Police Department has been notified, Lemon Avenue will open or remain open and any Vendor who does not abide by the Market closure and sets up regardless will face termination from the Market for failing to comply.

VIOLATION OF AGREEMENT AND SFMV, INC. RULES

The Vendor agrees to be bound by the terms of this Agreement, and the Rules and Regulations as set forth by the Board. The SFMV, Inc. Board is responsible to implement and enforce this Agreement and all rules pertaining to the running of the Market in a fair and equitable manner. The Manager on behalf of the Board shall have the authority to issue warnings and take the appropriate action against Vendors who violate this Agreement or the rules and all other applicable regulations and laws. The Board has the power to immediately suspend or remove any Vendor for any health, safety or liability risks caused by any single violation or any misconduct deemed by the Board.

A Notice of Violation will be issued by the Manager; if a Vendor receives three [3] notices and the Vendor fails to comply with said notices, or if a Vendor is in violation of the terms of this Agreement or a rule or regulation, the Vendor will be subject to termination of this Agreement by the Board.

TERMINATION

In the event a Vendor fails to conform to any of the items, covenants and conditions of this Agreement, the Market rules or other rules, policies and regulations, or any misconduct deemed by the Board, as may be from time to time made, and after receipt of Notice as provided herein, the SFMV, Inc. shall have the right to immediately terminate the Vendor's rights to participate at the Market without thereby waiving any other rights or remedies the SFMV, Inc. may have concerning the Vendor. Upon issuance of a termination notice or any other notice of violation, a Vendor shall have the right to appeal said notice of violation or termination to the Board in accordance with the appeals process set forth in the By-Laws.

NOTICES

Any notice required to be given under this Agreement shall be deemed properly give if mailed, with a return receipt, to the Vendor at the address set forth in this Agreement and to the SFMV, Inc. at P.O. Box 365, Sarasota, Florida, 34230. Notices shall also be sent by electronic mail to the last registered electronic e-mail address provided to the Manager by the Vendor, and to the Manager at manager@sarasotafarmersmarket.org

VENDOR INDEMNIFICATION

To the limits of coverage and to the extent the SFMV, Inc. has insurance coverage, the SFMV, Inc. shall indemnify and hold harmless Vendors from and against any and all liability to any third-party by reason of damage or injury, to both person and property, occurring within the Market area which is caused by the gross negligence or willful misconduct of the SFMV, Inc. or its employees. This shall include all attorney's fees and other costs as provided herein only in the event that Vendor is a prevailing party. No member of the Board shall be personally liable or responsible for any damages, costs, fees or recoveries for actions taken by the SFMV, Inc.

This Agreement shall be a binding Agreement on both the Vendor and the Market. This Agreement may be supplemented each year by an addendum which shall be made an integral part of the Agreement, and this part of the Agreement shall continue to bind the parties. This Agreement shall end upon termination as provided herein.

All Exhibits are made reference to and included as an integral part of the Agreement.

Exhibit A: Rental Fee, Product/License/Insurance Information

Exhibit B: Hold Harmless Agreement

Exhibit C: Sample Violation Notice

Exhibit D: Policies/Regulations/Rules

Exhibit E: Anti-Discrimination & Anti-Harassment Guide

Exhibit F: Food Safety Rules & Information

In Witness whereof, the parties have hereinto set their hands this

_____ day of _____.

SFMV, INC.

[A Florida Corporation]

By _____

As an authorized representative of the SFMV, Inc.

Vendor

By _____

Vendor/Owner Signature

Witness

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Exhibit "A"
Rental Fee, Product Information, and License and Insurance Information
Pages 9-11 of Agreement

The following is incorporated into the Agreement and made binding on all parties to the Agreement. Upon submission of the Annual Membership Fee and this Exhibit "A" this Exhibit "A" shall become an addendum to the existing Contract Agreement, after approval of the Board of Directors as provided in the Market By-Laws, and Policies and Regulations. For the addendum and the Agreement to be accepted and approved, the signature of the Chairman must accompany this document.

PLEASE PRINT:

A. Vendor's Business Name: _____
 Vendor Owner Name: _____
 Address: _____
 City/State/Zip: _____
 Telephone: _____ Cell Phone: _____
 Fax: _____ Email: _____

B. Rental Fee: Annual: \$_____; payable monthly at \$_____ per month due on the first day of each month as provided in the Agreement.

C. Rental Term
 a. _____ January 1, _____ to December 31, _____; or
 b. _____

D. Approved Product(s) to be sold or Services to be provided – (Rank by estimated highest dollar sales and percent of total sales). Continue list on reverse side if necessary.

Rank	Product	% Sales

Where/how is this product produced?

E. Space Allocated: (Circle one) 10 feet _____ 20 feet _____ 30 feet _____ 40 feet _____
 Other _____

F. License Information:

- a. Business License: _____ County or City (Circle one)
- b. FL Sales Tax Number: _____
- c. FL Processed Food License # (if applicable) _____

G. Insurance:

- a. Name of Insurance Company: _____ Phone: _____
- b. Comprehensive General Liability Policy Number: _____
- c. Expiration Date: _____ (attach copy of Declaration Sheet)

H. Emergency Contact Information

- a. PLEASE PRINT
 - i. Emergency Contact Name: _____
 - ii. Relation: _____
 - iii. Address: _____
 - iv. City/State/Zip: _____
 - v. Telephone: _____ Cell Phone: _____
 - vi. Fax: _____ Email: _____

The following Vendor is approved by the Board of Directors for the term of:

Rental Term

January 1, __2021__ to December 31, __2021__; or

Vendor: _____

By: _____

Sarasota Farmers Market Vendors, Inc.

By: _____

Chairman of the Board

Exhibit "B"
"HOLD HARMLESS" AGREEMENT

I, _____, whose address is _____
(hereinafter the "Vendor"), in consideration of being provided selling space at the Downtown Farmers Market agree to the following terms and conditions:

Vendor shall indemnify, defend, and hold harmless the Sarasota Downtown Farmers Market, SFMV, Inc., its Board of Directors, agents, servants, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorney's fees arising from or in any matter connected to the willful misconduct or to gross negligent acts, of the Vendors, its agents and employees, in connection with Vendor's participation in the Sarasota Downtown Farmers Market and in the performance of services, work or activities under this Agreement and the Sarasota Downtown Farmers Market Vendor Rules.

Vendor acknowledges receipt of and agrees to comply with each and every rule, regulation, procedure, term and condition set forth in the Sarasota Downtown Farmers Market Vendor Rules.

In witness whereof, the Agreement is executed this _____ day of _____, _____.

Name of Business

Vendor Signature

Printed Name of Vendor

Witness

Exhibit "C"
Sample Violation Notice

Date: _____

Violation No. _____

Business Name: _____

Contact Person: _____

Address: _____

This notice is being issued to you for the following reason(s):

This is a violation of the following Market rule:

As a signatory to the Downtown Farmers Market Rules and Regulations, I hereby acknowledge and agree to comply with all rules and regulations pertaining to selling privileges at the Market.

I am hereby advised that subsequent violations of any market rules may result in my suspension from the Market.

First Violation – Warning

Second Violation – Warning

Third Violation – Suspension and possible permanent removal from the Market

Signed:

SFMV Representative _____

Market Participant _____

Action Taken _____

(The SFMV, Inc. Manager reserves the right to immediately remove a Vendor from the Market based on the severity of the violation.)

Exhibit "D"
Rules-Regulations-Policies

Our goal is to ensure the Market is attractive, safe and appealing to customers. We want our customers to enjoy their Market and return every week. Each Vendor has a role to play in attaining that goal. Please respect and adhere to these rules, regulations, and policies and their intent.

IT IS A PRIVILEGE AND NOT A RIGHT TO PARTICIPATE AS A MARKET VENDOR

1. Vendors must be completely ready to conduct business by 7:00AM. Ready to conduct business means: all equipment is set up and positioned; all products are displayed; all services are ready to be rendered with all Vendors in their booth spaces by 7:00AM. Vendors shall ensure that their vehicles exit the Market no later than 6:45AM and that they are parked in the appropriate spaces. Vendors must unload their vehicle, park their vehicle and then start to set-up their booth.
2. The SFMV, Inc. does not tolerate any acts of harassment or discrimination of any kind by anyone associated with the Market. Vendors shall be courteous and considerate of other Vendors at all times; any verbal or physical abuse or harassment by a Vendor to another Vendor, the Manager, a Market employee or a member of the public is cause for immediate expulsion from the Market by the Manager.
3. The Market is open 52 weeks a year; Vendors must comply with the attendance rules and must inform the Manager of their absence as soon as possible.
4. Vendors must comply with all requests from the Manager.
5. Market closure is at 1:00PM; all Vendors must have cleaned up their booth space and vacated the Market by 2:00PM.
6. Vendors cannot bring their vehicles into the Market footprint until they are completely broken down and their tent and all equipment is taken down.
7. All products sold must meet the requirements of local and state agencies, and, if sold by weight, with scales approved by the Department of Agriculture and the Bureau of Weights and Measures. Additionally, the SFMV, Inc. requires mandatory attendance on Best Practices meetings conducted for Safe Food Handling and all food Vendors shall follow the Mobile Food Vending Guidelines.
8. Additional products, or services, may not be offered for sale without prior approval of the Board.
9. Vendors are prohibited from smoking in their booth space; no consumption of alcohol is allowed in the Market footprint. No "Shouting" or "Hawking" of products or services is allowed.
10. Vendors will allow City Personnel handling barricades or trash containers to do their work without interference. The City of Sarasota will provide trash containers for use by the general public; Vendors are responsible for providing their own trash containers and removing their trash.
11. Vendor areas should be neat, attractive, appealing and in good sanitary condition for customers. Vendors should have covered tables to display items they are selling; tablecloth covers should be large enough to provide 'cover' for supplies. Vendors must clean up their booth space before departing. Tents and tables must be secured when there are windy conditions.
12. Vendors are encouraged to erect signs in their booth area, with the following stipulations: information may only include the business name, proprietor's name, number of years in the Market, and may list Board approved items for sale or services offered. Signs must be securely attached to your tent. Signage beyond your booth space is not allowed without express consent of the Manager.

13. Vendors must comply with the Rent Collection Policy; all rents are due on the first Saturday of each month.
14. Pedestrian crossways and sidewalks are to remain clear at all times; access by Emergency Vehicles will not be impeded. Vendors need to set up their booth within their designated boundary lines. Vendor radios must only be heard in their booth area. Flyers that Vendors would like to hand out during the Market must be pre-approved by the Board. Barricades must be put back in place upon entering or exiting the Market footprint.
15. Any Vendor who leaves the Market before the end of their contract expiration will not be allowed to return for one [1] calendar year from the date of departure. Reentry requires approval from the Board.

Exhibit "E"
ANTI-DISCRIMINATION & ANTI-HARASSMENT GUIDE

The SFMV, Inc. will not condone, permit or tolerate any form of discrimination and/or harassment by or against any employee, customer, vendor, independent contractor or any other individual with whom our employees or Vendor members come into contact in connection with their employment with the SFMV, Inc. or as a member of the SFMV, Inc. based upon age, race, creed, religion, sex, sexual orientation, national origin, disability or other protected class or characteristic established under appliance federal, state, or local statute or ordinance.

Sexual harassment is a form of illegal sex discrimination. Federal law defines unlawful sexual harassment as: an unwelcome sexual advance, requests for sexual favors and other verbal or physical contact of a sexual nature, whether by male or female, when [1] submission to such conduct is made explicitly or implicitly a term or condition of one's employment, [2] submission to or rejection of such conduct by an individual is used as basis for employment decision affecting such individual, or [3] such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating and intimidating, hostile or offensive work environment.

Individuals who believe that they have been subject to discrimination or harassment as described or have questions about whether certain conduct is unlawful should immediately speak with the Manager or the Board Chairman. The Manager who receives a complaint of discrimination or harassment or who is made aware of conduct that may constitute discrimination or harassment must immediately notify the Board Chairman or the Board Vice Chairman.

All complaints will be investigated promptly, and the existence of a complaint will be disclosed only the extent necessary to make a prompt and thorough investigation or to take appropriate corrective measures. In all cases, the person who initiated the complaint will be informed of the findings and disposition of the matter at the conclusion of the investigation. The Board of directors will ensure that there is no coercion, retaliation, intimidation, discrimination or harassment directed against any individual who registers a complaint or serves as a witness on behalf of another individual.

Any person who engages in prohibited discrimination or harassment will be subject to the appropriate discipline up to and including termination of employment or as a member of the SFMV, Inc.

Exhibit "F"
Food and Safety Rules and other Information

All vendors that sell (or give away = samples) food must have a Florida State License to do so, with the exception of unprocessed produce. Unprocessed is defined as fruits, vegetables, or herbs in their raw, natural state, uncut, with the exception of the picking process.

For labeling, regardless of which department you are inspected by, all packaged ideas must meet the FDA labeling laws found:

<http://www.fda.gov/Food/GuidanceComplianceRegulatoryInformation/GuidanceDocument/FoodLabelingNutrition/FoodLabelingGuide/default.htm>

There are two Florida state departments a food vendor may fall under. The inspectors from these organizations have every legal right to inspect, stop sales, confiscate, or destroy your product if they see fit during your time at the Market.

Florida Department of Business and Professional Regulation (DBPR) 17 Division of Hotels and Restaurants:

<http://www.myfloridalicense.com/dbpr/hr/FAQ-RestaurantPlanReview-MFDVHotDogCartandcommissaries.html>

If you are working from YOUR restaurant or commissary that is already inspected by a DBPR inspector, the RULES you must follow are found here and for the brochure rather than a question/answer format see the second link:

<http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>

http://www.myfloridalicense.com/dbpr/HR/forms/documents/5030_034.pdf

The other state department is:

Florida Department of Agriculture and Consumer Services (DACS) Division of Food Safety:

<http://www.doacs.state.fl.us/fs/index/html>

For the RULES for these vendors see, regardless of commissary ownership:

http://www.doacs.state.fl.us/fs/mobile_guide.pdf

I have read and accept these conditions and policies listed in Exhibits, C, D, E and F:

[Initial here _____].