

Clearwater Farmers Market Manager

THIS CONTRACT (Contract), effective as of the 14 day of May, 2024, is made by and between the City of Clearwater and Market Culture ("Partner").

I. SCOPE

Partner is to perform the work as defined in Request for Proposals (RFP 06-24- see attached as exhibit A), in accordance with the terms and conditions specified therein, together with any advertisement, instructions to proposers, addendums, and any other specifications, which are hereby incorporated by reference and made a part of this contract. In the event of a conflict between this contract and the incorporated RFP 06-24 documents, these contract terms shall prevail.

Unless otherwise specified herein, Partner is to furnish manpower and insurances, to complete the work. This work is a monthly market scheduled for the 2nd Saturday of each month and other agreed upon events for the City of Clearwater. The City of Clearwater is to provide space in mutually agreed upon market locations for vendor spaces, electricity to as many areas as possible, garbage dumpster, parking for patrons and vendors, and restroom facilities.

II. TERM OF CONTRACT

The initial term of the agreement will begin on the date of the execution of this contract and end 1 year, 365 days, after execution. The contract will renew annually for a total of 5 years unless the City or Partner officially requests to terminate the agreement. The City or Partner will give written notice of its intention to terminate the contract no later than ninety (90) days prior to the expiration. The City may initiate renewal(s) as provided in RFP 06-24. The decision to renew a contract rests solely with the City. A written notice of intention to renew will be provided by the City within ninety (90) days prior to the expiration.

III. COMPENSATION AND PAYMENT

The Partner will remit a \$5 per vendor fee for all paid market vendors attending the monthly event. Any vendors attending that has their fees waived by the Partner should be included in final vendor list to City to determine fees assessed. The Partner will provide a final vendor list to the City by the next business day after the scheduled market. Payment is due within five (5) business days of invoicing by City staff, and no more than 7 days prior to the next event date. Same fees and processes apply with any "new" market events added by Partner within the city of Clearwater.

IV. INSURANCE

Upon the execution of this Contract, Partner shall provide the City of Clearwater, the DDB and CRA with the required Certificate(s) of Insurance in a form acceptable to the City, DDB and CRA.

The Certificate(s) of Insurance shall demonstrate that Partner has coverage in accordance with the requirements set forth in the RFP 06-24. Partner will cover the vendors participating in their market and will attach a monthly list of participating vendors that the market is covering with their insurance.

V. **Additional Terms**

1. The Partner is responsible for protection of the grounds at Coachman Park. Specifically, during loading in and loading out- all vendors should only be on hardscapes and not cross any grass or landscaping, especially "The Green", with vehicles or heavy items that would damage the landscaping. Written request for the City to make an exception to this policy can be submitted by the Partner for specific event needs on a case-by-case basis.
2. When conflicting dates arise with events determined by the City to be beneficial to the community or required by City leadership- the City will notify the Partner in writing. The Partner has first right of refusal to participate/partner with the event organizers, but the City will have the final say in resolving scheduling conflicts. If the Partner chooses to participate/partner with the event organizers the following options will be explored to find a mutually beneficial solution:
 - a. Cross-Promotion with the conflicting event/date with Partner with no adjustments needed to layout for market.
 - b. Adjusting location to still host the market on the same date but in a slightly different location.
 - c. Adjusting the date of the market event.
 - d. Cancelling the date of market event.
3. Payment to City – The Market Culture will reimburse the City of Clearwater \$5 per "paid vendor" that participates in markets within the City of Clearwater. The Market Marie can provide a list of "comp" vendors that are participating without paid entry and those shall not count towards the vendors that will be reimbursed \$5 /each to the City.
4. Food Vendors including food trucks will follow all the policies/procedures for safely operating concessions within the City of Clearwater and includes receiving a clearwater fire dept. certification for any food trucks participating.
5. Market Marie will look to encourage vendors to promote sustainability practices as outlined in the City's GreenPrint 2.0 and Sustainable Event processes through inclusion into their event literature and planning, if applicable.
6. Market Marie will add at least 2 additional markets during the year to attract new audiences to Clearwater. The terms of this contract will apply to any new markets added by this vendor in the city of Clearwater.
7. The Market Marie and City of Clearwater will utilize the approved new event logo for all promotional purposes.

IN WITNESS WHEREOF, this agreement is executed as of the date set forth above.

NAME OF PARTNER

By: Blair Valentine

Print Name: Blair Valentine

Title: Owner, CEO

WITNESS:

By: [Signature]

Print Name: Michelle Leach

Countersigned:

CITY OF CLEARWATER

[Signature]

Kader Art Parks & Recreation Director