



2017 Farmers Market Stall Lease Agreement

COMPLETE THIS AGREEMENT AND MAIL WITH FULL SEASON, HALF SEASON, or FIRST WEEK PAYMENT TO:

Cheryl Heck, Hecks Market
7266 Highway 14
Arena, WI 53503

This MARKET STALL LEASE (this "Agreement") is made as of _____, 2017 (today's date) (the "Effective Date") between **MANAGER:** RED Development, LLC, One East Washington, #300, Phoenix, AZ 85004, as Agent for **OWNER:** Greenway Station SPE, LLC, 1650 Deming Way, Suite 106, Middleton, WI 53562.

AND

VENDOR: Business Name: _____

Owner Name: _____

Business Address: _____

Business City: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email: _____

1. **Lease.** Owner hereby leases to Vendor the Stall, as identified below, during the Greenway Station Farmers' Market (the "Event") for the Permitted Use on each Thursday during the Term, and Vendor agrees to pay a Fee 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 Greenway Station Shopping Center, Middleton, Wisconsin in a designated parking lot area at the southwest corner of the intersection of Deming Way and Greenway Blvd. on the attached **Exhibit B**. Owner reserves the right to relocate the Market Area at any time.

3. **Term:** _____ Full Season (\$150) May 11, 2017 to October 5, 2017
 (Full Season payment accepted via cash or check made out to Greenway Station)
- _____ Half Season, (\$80) May 11 to July 20, 2017 or July 27 to October 5, 2017
 (Half Season payment accepted via cash or check made out to Greenway Station)
- _____ Week by Week basis (\$8 per week)
 (Week by Week payment accepted via cash or check made out to Greenway Station)

3A. **Briefly describe items you intend to sell** (Note: allowed items as per **Exhibit A**)

4. **Important.** Indicate first date you expect to attend market: _____

5. **Fees.** Vendor agrees to pay as Fees \$150 for a season permit lasting for a full-term, \$80 for a half season or \$8 for per week at the Event. Fees are to be paid upon Agreement execution, in full, per Vendor's respective choice of Term. All checks shall be payable to **Greenway Station Shopping Center** and mailed to Cheryl Heck at the address set forth above.

6. **Refunds.** Owner will not refund any Fee payments made 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 8 a.m. on any Thursday 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.

7. **Event Sale Hours/Clean-up.** Vendor may not arrive nor set up any earlier than 7 a.m. Vendor must have all set-up complete no later than 8 a.m. Vendor must operate at the Stall fully set up until 1 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 and complete removal of any and all items or other materials used for the sale or display of any and all merchandise, no later than 2 p.m. on Event day. Sale hours are 8 a.m. to 1 p.m.

8. **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.

9. **Vendor and Event Guidelines.** 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 Vendor & Event Guidelines and Map, on the attached **Exhibit A** and **Exhibit B**. Owner may change or alter the Vendor & Event Guidelines and Map as it deems necessary or appropriate for the overall good of the Market Area.

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

11. **Insurance Coverage.** All Vendors must carry personal liability insurance and product liability insurance. Proof of such insurance shall be made available upon request.

12. **Indemnification.** Vendor shall defend, indemnify and hold Owner, Greenway Station SPE, LLC any parents, affiliates, principals, agents and employees of either and both, as well as Market Management 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 Event Area and the activities therein.

13. **Assignment.** Owner may reassign space in the Event 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.

14. **Termination.** This Agreement shall automatically terminate if Vendor does not timely pay Fees 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. Vendor deviation from the attached **Exhibit A** Vendor & Event Guidelines is cause for termination of this agreement.

15. **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.

16. **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 Event Guidelines.

RED Development, LLC. as
Agent for Greenway Station SPE, LLC.

By: _____
Nicole Sjogren, Marketing Specialist

By: _____
Signature, Vendor Name

Date: _____

Date: _____

EXHIBIT A

Vendor and Event Guidelines

1. The Event will begin on Thursday, May 11, 2017 and run through October 5, 2017, from 8 a.m. to 1 p.m., “rain or shine” with special consideration given to severe inclement weather conditions (particularly severe wind and lighting).
2. Designated items may include farm fresh, family-raised baked and canned items, produce, plants, and meats. Sale of flea market-type items and craft-type items is prohibited. Owner reserves the right to deem any item(s) not acceptable to be sold at the Event.
3. Vendors are responsible for collecting and reporting all required sales tax on items sold at the Event.
4. All Vendors who sell at the Event must submit a Contract and be approved prior to attending the Event. An approved Contract will constitute an Agreement between the Vendor and the Owner to abide by the policies and rules governing the Event.
5. The Owner reserves the right to limit Vendors with certain products until an appropriate space is available. Vendors will be placed on a waiting list and contacted when appropriate space becomes available.
6. No vehicles will be allowed to enter or exit the Event during official selling hours unless special permission is granted and vendor is escorted by Owner.
7. For health and safety reasons, Vendors may not bring pets to the Event.
8. All Vendors must be 18 years of age or older.
9. Vendors who bring children to the Event must keep the children in their Stall. If the children are disruptive to the Event Vendors and/or customers, Vendors may be asked not to bring their children for the remainder of the season.
10. Vendors must wear appropriate attire and shoes at all times.
11. All products and signs must stay within each Vendor’s assigned stall.
12. All Vendors are responsible for collection and removal of their own garbage.
13. One Stall allowed per Vendor. (i.e., a husband/wife/other relative/associate cannot each have a stall).
14. 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 Event. Spot inspections may take place, if deemed necessary.
15. Vehicles may not park on grass perimeters at any time. All Vendors who do not sell directly from their vehicles will be asked to park in the designated Vendor parking area to allow for customer parking.
16. Vendors offering tasting samples must know and comply with all Dane County 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.
17. If vendor has been assigned a permanent stall location by securing a full-term Contract, and will be unable to sell at a particular day(s) of the Event, Vendor will be responsible for contacting Market Management so stall can be reassigned for the day(s) missed.
18. Should any questions or disputes arise regarding the observance of the Vendor and Event Guidelines, Owner and Market Management will resolve any issues accordingly.
19. Owner reserves the right to make any modifications to existing Vendor and Event Guidelines at any time

EXHIBIT B

Event Map

