

Mississippi Valley Growers' Association, Inc.
2011 Vendor Agreement

WHEREAS, Mississippi Valley Growers' Association, Inc. promotes Farmers' Markets in Davenport and Bettendorf, Iowa; and

WHEREAS, _____ ("Vendor") wishes to rent a stall from the Mississippi Valley Growers' Association, Inc. and

THEREFORE, in consideration of the lease of the stall and other good and valuable consideration, the parties agree as follows:

1. Vendor agrees to pay Mississippi Valley Growers' Association, Inc. rent for the stall during the 2011 Farmers' Market.
2. Vendor agrees to purchase and have a certificate of general commercial liability insurance and name Mississippi Valley Growers' Association, Inc. as certificate holder. Certificate must be on file with the Mississippi Valley Growers' Association, Inc. prior to vending at a Farmers' Market.
3. Vendor agrees to indemnify and holds harmless Mississippi Valley Growers' Association, Inc., and its employees, officers, directors, successors, and assigns, against and from all of the following in connection with the 2011 Farmers' Markets.
 - a. All claims, demands, actions and causes of action, together with the costs and expenses, including attorney fees of defending such a claim, resulting or arising from any claimed loss or damage to persons for injury or death or in property which may be due or result from the installation, occupancy, use, maintenance or repair of any stall, stand, bay, booth, table, awning, umbrella, or other installation or structure of any kind.
 - b. All claims, demands, actions and causes of action, together with the costs and expenses, including attorney fees of defending such a claim, resulting or arising from any claimed damage from use or consumption of products, food or goods which are sold, obtained, received or acquired from any stall or other installations of any kind leased to the vendor.
4. Vendor shall pay Mississippi Valley Growers' Association, Inc. the full amount of any loss or damage including, but not limited to court costs and attorney fee, which it may sustain, incur or become liable for defending or prosecuting any action or claim arising from this Agreement.
5. Vendor agrees to obtain at Vendor's cost all licenses and permits required by the State of Iowa, Scott County, and the Cities of Bettendorf and Davenport, and to provide Mississippi Valley Growers' Association, Inc. copies of all such licenses and permits. A copy of a certificate of organic certification or an exemption certificate must be on file to claim organic products.
6. Vendor agrees (if applicable) to obtain at Vendor's cost an Iowa sales tax permit and to cause to be collected and paid to the State of Iowa all applicable sales and local option taxes. Vendor will provide Mississippi Valley Growers' Association, Inc. a copy of sales tax permit. If Mississippi Valley Growers' Association, Inc. is required to remit any sales or local option taxes to the State of Iowa as a result of sales by the Vendor, the Vendor shall reimburse Mississippi Valley Growers' Association, Inc. for such amounts, including interest and penalty, together with any costs and expenses, including attorney or accountant fees, which Mississippi Valley Growers' Association, Inc. may incur with respect to such tax.
7. Vendor has received and understands and agrees to follow all rules and regulations set forth by the Mississippi Valley Growers' Association, Inc. as stated in the 2011 Mississippi Valley Growers' Markets Rules.
8. The laws of Iowa shall govern this Agreement and be binding upon the parties hereto.

Dated this _____ day of _____, 20____, and agreed to by:

Mississippi Valley Growers' Association, Inc.

Vendor