

2024 DL Community Market - Vendor Agreement

By signing this form _____ (Vendor name), from here on referred to as “Vendor” agrees to the following:

- VENDOR LOT PRICING SHALL BE AS FOLLOWS:

DL Community Market 2024 1600 John Marshall Highway Front Royal, VA 9:00AM – 2:00PM			
Package	Dates	Price	Benefits
Basic	Individual	\$25 each	Vendor Space
Newcomer*	Double	\$15 (\$30 Total)	Vendor Space @ 2 Events *1st-Time Vendors at our Market
Spring	May 4 and 18 June 1 and 15	\$60 (\$40 savings)	Vendor Space @ 2 Events *1st-Time Vendors at our Market
Summer	Jul 6 and 20 Aug 3 and 17	\$60 (\$40 savings)	Vendor Space + 2 Social Media Posts
Fall	Sep 7 and 21 Oct 5 and 19	\$60 (\$40 savings)	Vendor Space + 2 Social Media Posts
Holiday (Thanksgiving & Christmas)	Nov 2 and 16	\$40 (\$10 Savings)	Vendor Space + 2 Social Media Posts
Full Seasonal	May 4 and 18 June 1 and 15 Jul 6 and 20 Aug 3 and 17 Sep 7 and 21 Oct 5 and 19 Nov 2 and 16	\$210 (\$140 Savings)	Vendor Space Close to the Event Area + 14 Social Media Posts + Interviewed by the Royal Examiner + Farm or Business listed on Vendor Spotlight Social Media and Website
Non-Profit	May 4 and 18 June 1 and 15 Jul 6 and 20 Aug 3 and 17 Sep 7 and 21 Oct 5 and 19 Nov 2 and 16	TBD	Applications will be reviewed on an individual basis.
* Please review the Vendor Agreement regarding details of expectations on our website dlcommunitymarket.com			

- VENDOR will set up booth or booths on the Saturday of the event by 8:30 am before the event opens at 9:00 am.
- VENDOR is required to attend any booth or booths Vendor has reserved from the time the Market opens at 9:00 am until the close of the Market at 2:00 pm each event day.
- If Vendor requires an early exit, Vendor shall notify the Market Manager before the opening, so the Market Manager may place Vendor in a spot with the least interruption to business.
- If Vendor runs out of product early, Vendor shall alert the Market Manager so assistance may be assigned Vendor to help Vendor leave the DL Community Market area without incident.

- This is a very family-oriented, G rated event. Vendor agrees to only sell goods and conduct themselves in accordance with the family-oriented nature of the venue.
- These items are prohibited at the DL Community Market:
 - Items containing profanity (this includes partial words and symbols).
 - Items associated with witchcraft or the occult.
- This is a homegrown/farming/landowner/local owner/gardening/livestock/small business market. Vendor will sell homegrown and/or handmade products.
- DL Community Market reserves the right, in DL Community Market's sole discretion to turn away any vendor if DL Community Market feels it is not a good fit for this event, too many vendors of the same kind are already booked for the event, or any other reason.
- The charging and paying of any and all taxes, fees, tariffs, and similar charges shall be the sole responsibility of Vendor.
- Vendor is responsible for their own products, banners, promo materials, tents, etc. Vendor agrees to clean up their space as it was before. Vendor generated waste shall be removed from the Market by the Vendor. If Vendor's space is not cleaned properly upon departure, there may be a cleanup fee billed separately. Vendor agrees to reimburse DL Community Market or Dynamic Life Ministries Incorporated for any costs associated with cleaning up Vendor's space.
- ALL FOOD ITEMS WILL BE LABELED. All food items (breads, desserts, cheese, etc.) must be labeled with an ingredient list. If Vendor's food items are homemade, then labels on these items will state that the items are not created in an inspected or commercial kitchen.
- Vendor agrees to obtain all permits, certificates, insurance, and licenses required by Front Royal, Warren County, and Virginia laws or regulations prior to selling at the 2023 DL Community Market. Vendor agrees to maintain all permits, certificates, insurance, and licenses required by Front Royal, Warren County, and Virginia laws or regulations for the duration of the period in which the Vendor sells at the 2023 DL Community Market. All provisions in this agreement relating to insurance, indemnification, hold harmless provisions, governing law, and requirements for Vendor to comply with all Local, State, and Federal law and regulations shall survive the termination or conclusion of this agreement.
- Should Vendor decide to cancel its space at this event after DL Community Market has confirmed approval of Vendor to sell at the market, Vendor will notify the DL Community Market Manager with a minimum of 2 weeks advance notice.
- Vendor agrees that DL Community Market and Dynamic Life Ministries Incorporated, its agents, members, volunteers, and employees are not legally responsible should Vendor not be in compliance with Virginia state laws. Vendor agrees to research all laws applicable to Vendor and adhere to them. Vendor agrees to abide by all laws, ordinances, and regulations that apply to them. Vendor agrees to have Vendor's own insurance for Vendor's space and business. Vendor will have DL Community Market and Dynamic Life Ministries Incorporated named as additionally insured.

Other Terms:

- Vendor shall indemnify, hold harmless and defend the DL Community Market and Dynamic Life Ministries Incorporated, its agents, members, volunteers, and employees from and against any loss, liability, cause of action, or claim for personal injury, property damage, loss of life or property, or loss or damage of any kind arising from the actions of Vendor. Vendor shall assume all liability for any injury or damage to persons or property which may arise on or about the premises caused by, arising from or as a result of Vendor's use or occupancy of the premises; or which is due to the breach of any of the terms or conditions of this agreement by Vendor, or otherwise, including, but not limited to, the acts, omissions, or negligence of Vendor or its owners, employees, agents, invitees, contractors, or subcontractors. Vendor shall assume all liability for any harm, cause of action, or claim for personal injury, property damage, loss of life or property, or loss or damage of any

kind arising from the actions of Vendor. Vendor shall indemnify and hold the DL Community Market and Dynamic Life Ministries Incorporated, its agents, members, volunteers, and employees harmless from and against any and all liabilities, claims, demands, actions, costs, attorney's fees, expenses, and loss or damage of any kind arising from the actions of Vendor.

- Vendor agrees to be bound and to adhere to all rules, regulations, and terms stipulated in this agreement.
- This agreement shall be governed by the laws of the Commonwealth of Virginia.
- This agreement shall not be deemed to give rise to any partnership or joint venture between the parties, and neither party shall have the authority to obligate the other without the other's prior written consent.
- The invalidity of any provision of this agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- Failure of either party to insist on strict compliance with any of the terms of this agreement shall not be deemed a waiver of such terms.
- To the extent that Vendor comprises more than one individual and/or entity, all such individuals and entities comprising the Vendor shall be jointly and severally liable for all the obligations, agreements, and covenants of the Tenant hereunder.
- Vendor certifies that Vendor has read and understands the above terms and conditions and that Vendor meets all criteria stated therein.

Vendor Print Name:

Vendor Signature:

Date: _____

DL Community Market Representative:

Date: _____