

**AGREEMENT
FOR FARMERS MARKET PARTICIPATION AT FIFTH THIRD COMMONS**

This agreement made this _____ of _____, by and between the City of Fairborn, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "PARTICIPANT" in the Fifth Third Farmers Market.

WHEREAS, the City developed Fifth Third Commons to serve as a community events facility and parking plaza, and

WHEREAS, various farmers desire to engage in a weekly farmers market between April and November, and

WHEREAS, the City desires to encourage public events at Fifth Third Commons.

NOW, THEREFORE, in consideration of the mutual promises contained herein:

1. The Fairborn Farmers Market will be held on Wednesdays.
2. The Fairborn Farmers Market will be a mid-morning through mid afternoon market.
3. The Fairborn Farmers Market will have utilization of Fifth-Third Commons between the months of April through November since some growers have early spring crops, such as bedding plants and asparagus, and others have late season crops, such as apples, grapes, and winter squash.
4. The Fairborn Farmers Market will be restricted to farm grown produce, baked goods, and flowers only (including plants, herbs, honey, preserves, flower baskets, and other garden and patio-related items). No flea market sales operations will be permitted.
5. The Fairborn Farmers Market will be open to farmers from Greene, Clark, and other adjoining counties.
6. The Participant will sell farm grown produce, baked goods, and flowers only (including plants, herbs, honey, preserves, flower baskets, and other garden and patio-related items) at the Fairborn Farmers Market.

*MICHAEL A. MAYER
CITY SOLICITOR
CITY OF FAIRBORN
510 W. MAIN STREET
FAIRBORN, OHIO 45324*

7. The Participant will abide by Section 3715.025 of the Ohio Revised Code regarding Cottage Food Production. Participant will produce items not potentially hazardous (bakery products, jams, jellies, candy, fruit butter), but are not permitted to process acidified food, low-acid canned foods, or potentially hazardous foods (raw or cooked animal products, cooked vegetables, cheesecakes, pumpkin pies, custard pies, cream pies, pickles, etc.).
8. The City of Fairborn will participate in periodic marketing efforts through the *Fairborn Daily Herald*, as well as other promotional opportunities available to the City.
9. The Fairborn Area Chamber of Commerce and the Downtown Fairborn Betterment Association will participate in whatever manner available to them including articles in the monthly "Chamber Update" and placement of promotional posters in the storefronts of downtown businesses.
10. No fees will be charged by the City for utilization of this facility as a farmers market in Year 2010.
11. Participant must be at least twenty-one (21) years of age to enter into this agreement to participate in the market.
12. If participant is required to have a license from the state or county (i.e., home bakers license, RFE, etc.), he/she shall provide a copy to the Farmers Market manager prior to setting up a booth at the Farmers Market.
13. Vendors may play a radio within their designated booth space only. The volume of the radio must be at a level as to not disturb other vendors or participants at the market. If asked, all vendors must comply with all requests to lower the volume of the radio.
14. Participant shall maintain and provide proof of insurance to the City prior to setting up a booth at the Farmers Market.
15. The term of this agreement is for calendar year 2010. However, the City of Fairborn may unilaterally terminate this agreement with five (5) days notice.
16. Nothing herein is intended to be construed as a joint venture or partnership between the parties. In performing their respective obligations

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the parties shall be deemed independent contractors and each shall assume full responsibility for their respected employees or agents.

17. In witness, whereof, the parties hereto have set their hands the day and year first above written.

CITY OF FAIRBORN, OHIO

Witness

City Manager Date

Witness

PARTICIPANT

Witness

Witness Date

Witness

Address

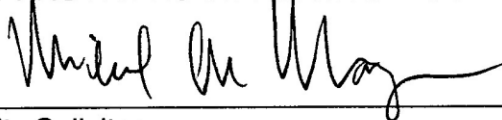
City, State, Zip Code

Phone Number

E-mail Address

Items to be sold at the Farmers Market

APPROVED AS TO FORM AND CORRECTNESS:



City Solicitor

*MICHAEL A. MAYER
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