

**WINCHESTER MEDICAL CENTER**  
**FARMERS' MARKET VENDOR AGREEMENT**

This Vendor Agreement and Indemnification (this "Agreement") is made as of the date set forth herein below, by and between the undersigned vendor ("Vendor") and Winchester Medical Center ("WMC").

In consideration for the limited right to use an allocated space (the "Space") in the Courtyard at Winchester Medical Center ("Market"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor agrees as follows:

1. **Rules of Operation.** Vendor has received a copy of the Winchester Medical Center Farmers Market Admission Standards and Rules (the "Rules") and hereby agrees to comply with the Rules, as all reasonable requests of the individual designed by WMC as the "Market Manager".
2. **"As Is" Condition.** Vendor has inspected the Space and agrees to use the Space in its "as is" condition;
3. **Allowed Goods.** Vendor will use the Space solely for the purposes of the Market to sell fresh, jarred or canned fruits or vegetables; flowers; baked goods; and other items approved by the Market Manager. The Space shall not be used for any other purposes without the WMC's prior written permission. No alcohol or tobacco or vaping products shall be sold.
4. **Market Days.** The Market will operate on Wednesdays from May 1, 2024 through October 2, 2024, weather permitting, between the Hours of 11:00 A.M. to 3:00 P.M. The Market Manager reserves the right to cancel a Market at any time, and nothing in this Agreement is or should be construed to be a guarantee that the Market will be open for a minimum number of Wednesdays from May 1, 2024 through October 2, 2024.
5. **Space Provided.** Each Vendor will be given allotted an approximately 10'x10' space with a rectangle table at a location in the WMC Courtyard designated by the Market Manager.
6. **Fees.** The cost for participating in the Market will be Twenty Dollars and 00/100 (\$20.00) per day or Two Hundred and Fifty Dollars and 00/100 (\$250.00) for the entire May 1, 2024 through October 2, 2024 season. Payment must be made in advance of the Market, by cash or check delivered to the Market Manager.
7. **Set-Up and Teardown.** Vendor will be solely responsible for setting up and taking down their goods.
8. **Refuse.** Vendor will be required to ensure that their Space remains clean and orderly during the Market and will be responsible for removing all trash at the conclusion of each Market.
9. **Compliance with all laws and regulations.** Vendor will comply with all applicable federal, state and local laws, regulations and ordinances relating to the sale of goods at the Market,

including, but not limited to, obtaining any and all necessary businesses licenses.

10. **Indemnification.** Vendor shall indemnify, defend, and hold harmless Winchester Medical Center, and its parent, Valley Health System, and their respective officers, directors, agents and employees (together, the “Indemnified Parties”), from any and all claims, suits, demands, debts, undertakings or proceedings of any kind or nature, whether meritorious or frivolous, in any way arising out of the Vendor’s use of the Space, including liability caused in whole or in part by the Indemnified Parties. Vendor shall, at its own expense, appear, defend, and pay all attorneys’ fees and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Indemnified Parties in any such action, Vendor shall, at its own expense, satisfy and discharge same.

The parties have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2024.

**VENDOR:**

**GOODS TO BE SOLD BY VENDOR:**

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WINCHESTER MEDICAL CENTER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Winchester Medical Center**  
**Farmer's Market in the Courtyard**

Admission standards and rules:

1. All Vendors must declare what they intend to sell in writing with their Vendor agreement.
2. Valley Health has the right to deny any Vendor from selling any particular type of goods to keep from having too much of any particular item.
3. Vendors must comply with all Valley Health and Winchester Medical Center policies relating to contractors and visitors.
4. At least 75% of all products sold must be produced or grown by the vendor or by the establishment the vendor is representing.
5. All vendors must maintain a clean and safe space during the event.
6. Smoking will not be permitted on the premises.
7. Vendors must comply with all policies, rules and regulations applicable to contractors and visitors of Winchester Medical Center.
8. Valley Health will provide an approximately 6' table for each vendor. The vendor may bring a tent but is responsible for properly securing or weighing the tent down if necessary.
9. All products sold at the Market must be, in the opinion of the Market Manager, of high quality and free of pests, disease, rot, and spoilage. The Market Manager has the authority to sample Vendor's products to ensure proper quality is maintained and to deny a Vendor the right to sell products that are of inferior quality.
10. All food items must be kept at the appropriate temperatures at all times. Additionally, all coolers must have a working thermometer.