

CONTRACT

THIS CONTRACT ("Contract"), effective as of the 4th day of January, 2014, is made by and between the Downtown Development Board ("DDB"), a body corporate and an agency of the City of Orlando ("City"), created by referendum in December, 1972, under Chapter 71-810, Laws of Florida, the Orlando Central City Neighborhood Development Board Act, codified in Chapter 18 of the Charter of the City of Orlando ("Act"), hereinafter referred to as the "DDB" and Red Top Productions Corporation, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

WITNESSETH:

WHEREAS, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

WHEREAS, under the DDB's policy and procedure codified as §1250.1 of the City's policies and procedures manual, the City's Chief Procurement Officer has been authorized by the DDB to serve as the DDB's principal procurement agent; and

WHEREAS, the services to be provided under this Contract have been procured by the City's Chief Procurement Officer on DDB's behalf.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

I. SCOPE

The Contractor is to perform the work ("Work") as defined in the attached Exhibit "A", incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. TERM OF CONTRACT

The period of this Contract shall be for twelve months, beginning on January 4, 2014 and ending on January 3, 2015. After notice by the City's Chief Procurement Officer that the DDB desires to extend this Contract for an additional twelve month period, this Contract may, by mutual written assent signed by both the City's Chief Procurement Officer and Contractor, be extended for two additional twelve month periods or portions thereof, up to a cumulative total of thirty-six months.

III. COMPENSATION

The Contractor agrees to perform the Work and provide the services and materials to the DDB at the cost specified in the attached Exhibit "B" ("Proposal"), incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise provided in this Contract or in any document attached hereto or incorporated herein, any prices specified in this Contract will remain firm for the initial term of the Contract. Should the expansion of the Market contemplated in Exhibit "A" hereto not occur by March 31, 2014, which date may be extended at the DDB's sole option, the monthly fee paid to Contractor shall remain at the pre-expansion rate specified in Exhibit "B" hereto.

V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by DDB, and DDB has accepted the Work. The DDB reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801, with a copy to DDB, Division Fiscal Manager, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CONTRACT NUMBER AS STATED HEREIN.

VI. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the DDB. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the DDB and City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

VII. GENERAL CONDITIONS

A. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the DDB and/or the City against any claim, suit or proceeding brought against the DDB and/or the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the DDB and/or the City.

B. Termination for Default

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination, the DDB shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications on Exhibit "A", the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall,

at the DDB's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the DDB, or refund to the DDB, the charge paid by the DDB, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or DDB, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or DDB's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or DDB's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or DDB's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at his discretion, cancel this Contract for the convenience of the DDB.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to indemnify discharge, pay, insure, and hold harmless the City and the DDB, their officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance.

- a. General Insurance Requirements. Upon execution of this Contract, Contractor shall provide the DDB and the City with the required

Certificate(s) of Insurance in a form(s) acceptable to the DDB and the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the DDB shall have the absolute right to terminate this Contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

- b. Subcontractors. Unless expressly specified otherwise herein, Contractor and its subcontractors of all tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the DDB and the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the DDB and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the DDB or City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and its subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the DDB and the City with certificates of insurance as evidence

that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the DDB and the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the DDB and the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.

- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the DDB and the City and their officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The DDB and City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the DDB and the City, their officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f. Types of Coverage to be Provided. The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which

indicate that insurance coverage has been obtained meeting the requirements of the contract.

- (i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation: Statutory

Employer's Liability: \$100,000 each occurrence

- (ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and \$1,000,000 combined single

Property damage: limit each occurrence

- (iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the DDB, City or others arising out of any act or omission of

the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under this Contract with the DDB, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

H. Acceptance

The DDB will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by DDB of its satisfaction that the work is completed.

I. Correction of Work

The Contractor shall promptly correct all Work rejected by the DDB as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

J. Right to Audit Records

The DDB shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the DDB. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

K. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed

regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

L. Information

All information and data furnished to or developed for the DDB by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the DDB and all rights therein are reserved by the DDB, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

M. Extra Work

1. Requested by DDB

The DDB, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work ordered by the DDB shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Contract price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the DDB written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the DDB unless first submitted in writing and approved in writing by the Chief Procurement Officer.

N. Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The DDB will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

O. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the DDB upon the DDB's final acceptance of the Work.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.
- B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (a) through (d) of the Florida Statutes.
- D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- F. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- G. This Contract is considered a non-exclusive Contract between the parties.
- H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.
- L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the DDB and the City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA, AS AGENT
FOR THE DOWNTOWN DEVELOPMENT
BOARD

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the Downtown Development
Board and the City of Orlando, Florida, only.

By: [Signature]
Chief Procurement Officer

Date: February 4, 2014

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: February 5, 2014

[Signature]
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: [Signature]
Signature

Dana Brown, President
Name & Title, Typed or Printed

CORPORATE SEAL

Red Top Productions Corp
Name of Company, Corp., etc.

101 S Garland Ave Ste 204
Mailing Address

Orlando FL 32801
City, State and Zip

(407) 803-2923
Area Code/Telephone Number

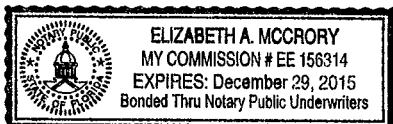
STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 8th day of January, 2014, by
Dana Brown, as the President, on behalf of Red Top Productions Corp
He/she (is) personally known to me or (has) produced _____ (type of identification)

WITNESS my hand and official seal this 8th day of January, 2014.

(SEAL)



[Signature]
Signature of Person Taking Acknowledgment

Elizabeth A McCrory
Typed, Printed or Stamped Name of Person
Taking Acknowledgment
My Commission Expires: Dec 29, 2015

EXHIBIT "A"

SCOPE OF WORK

The Orlando Farmers Market ("Market"), established in 1987, is a weekly event that showcases fresh produce, ethnic and gourmet food, art, plants, and handmade jewelry and other items. The DDB provides oversight of the Market as one of its projects. The event supports local farmers and local vendors. The Market, open Sundays (50 weeks per year, weather permitting) 10am – 4pm, is Central Florida's largest weekly Market and takes place in Downtown Orlando at Lake Eola Park within the Downtown Orlando Redevelopment Area. With new residential development in Downtown Orlando, the Market plays an important role in building community and promoting downtown living.

In its annual budget, the DDB has allocated funding for Market costs. These funds pay for certain security, maintenance of the Market area, marketing, and management costs including:

- a. Market Manager ("Manager") Fee
- b. 1 Off-duty Orlando Police Department (OPD) Officer
- c. Clean Team Services (dumpster fee, sidewalk cleaning, table and chair setup, general market staffing)

As the Market celebrates twenty-five years of operation in 2014, the DDB seeks to take advantage of the recent expansion of Lake Eola Park to include the area adjacent to the Market, and seeks to expand the size of the Market to offer more options to its patrons and to offer more access to the Market by additional vendors. It is anticipated that such expansion will add approximately forty new vendors. The area for the current Market is shown on the attached **Attachment "A"** and the proposed expanded Market is shown on the attached **Attachment "B"**. The expansion is anticipated to occur all at once and will be implemented at a time mutually agreed upon by the DDB and Manager.

The Manager provides oversight of the Market and vendors and is responsible for day-to-day operations of the Market. The Manager operates under guidelines adopted by the DDB. These guidelines, the Market Policies and Procedures, are attached as **Exhibit "A" to Attachment "C"**, which is incorporated herein by this reference. Additionally, the Manager will be responsible for maintaining the Downtown Orlando Farmers Market website (orlandofarmersmarket.com) with updated and relevant content.

The Manager is responsible for the ongoing recruitment of new vendors to the Market. The Manager shall focus efforts to ensure diversity in product offering as well as in vendors. In the Market Policies and Procedures, (**Exhibit "A" to Attachment "C"**), the DDB has created product categories to serve as guidance to the Market Manager in the selection of vendors and also allow for flexibility to ensure a balanced product offering and desired ambiance. The Manager shall maintain a working telephone number and email address in order to intake all prospective vendor requests. In addition, the Manager shall be required to maintain a written log to document active Market vendors and those wishing to be placed on a waiting list. Moreover, the Manager shall respond to an application within seven (7) days of its receipt. Vendors which request to sell items that the Manager deems acceptable, but for which there is no space currently available to sell, will be placed on a waiting list for spaces which may become available in the future. At least one time each calendar year, the Manager shall confirm with vendors on the waiting list their desire to either remain on the list or be removed from the list.

The Manager shall distribute and explain the written Market Policies and Procedures (**Exhibit "A" to Attachment "C"**), and any amendments thereto, to prospective and current vendors, approve merchandise to be sold, assign space(s) and complete the execution of vendor agreements (**Attachment "C"**). The Manager is authorized to execute vendor agreements on behalf of the DDB. The Manager must keep a log of all current vendors, maintain a copy of the application, and provide a copy to the DDB Executive Director's Office. New vendor agreements shall be executed by vendors annually.

Vendors pay a nominal fee as established in the guidelines to sell merchandise at the Market. Through a concessionaire agreement with the City of Orlando, the operator of the Beer and Wine Garden also pays a weekly rent to the Manager as specified in the agreement. The Manager is responsible for collecting the fees from vendors, including the Beer and Wine concessionaire, on Sundays and making the bank deposit on the immediately following Monday.

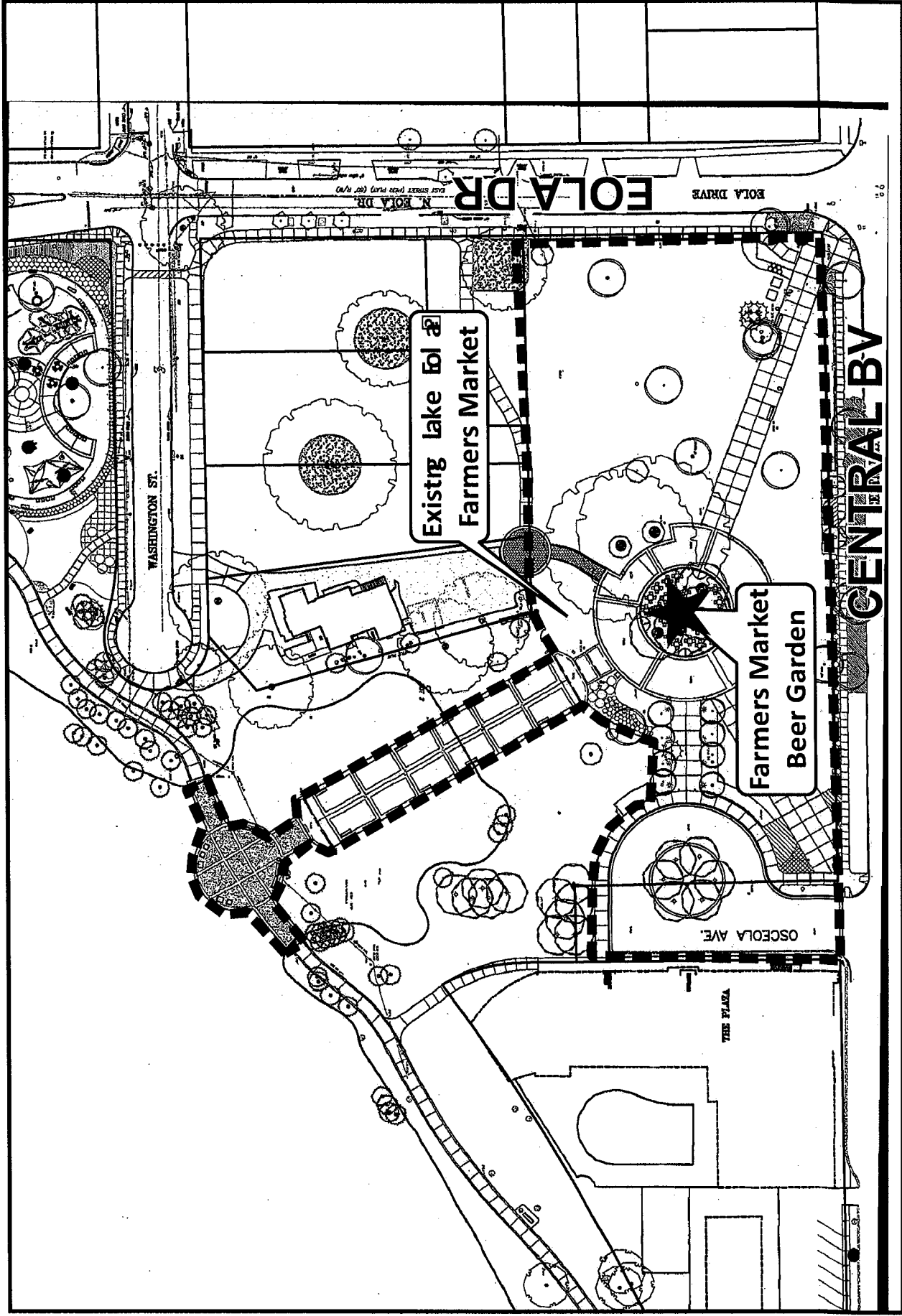
Using deposit slips provided by DDB, the Manager shall deposit the weekly revenue from the Market, as shown on the Reporting Form (**Attachment "D"**) into DDB's account no later than the immediate Monday. Along with the Reporting Form and Operational Report (**Attachments "D" and "E"**), the Manager shall provide a bank validated Deposit Slip from DDB's bank, evidencing the deposit for that week by no later than Wednesday that same week. The Deposit Slips are to be used in numerical order and the carbon copy turned in. All reports and documentation are due to the DDB office no later than Wednesday of the same week.

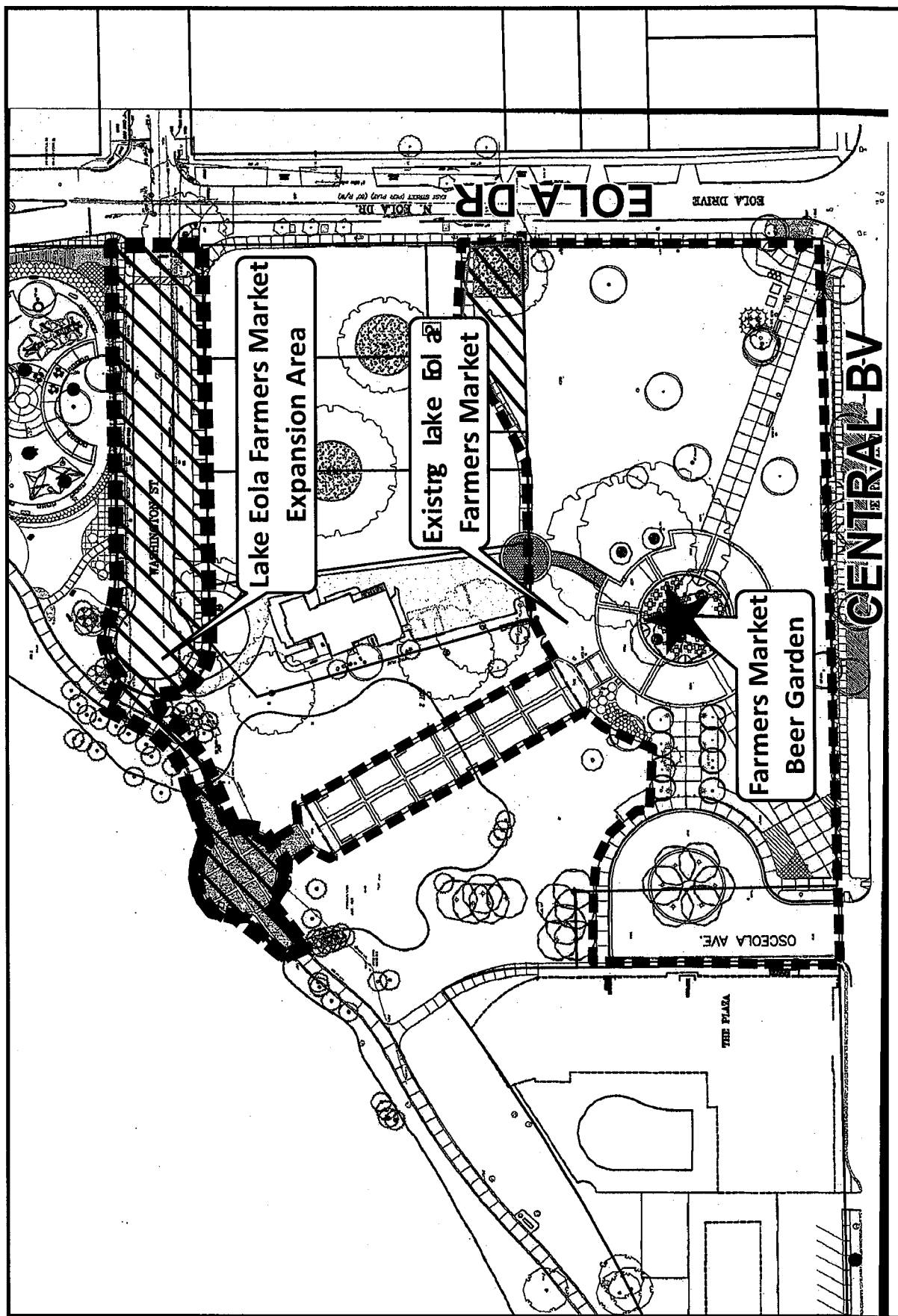
The Manager is responsible for overseeing the vendor load-in and load-out as well as for making sure that after unloading by the vendors for Market set-up, the vendors' vehicles are removed from the Market and parked in the appropriate vendor parking areas. Load-in occurs from 8 a.m. – 10 a.m. prior to the opening of the Market at the park entrance located on Osceola Avenue, and upon expansion, also at the corner of Washington Street and Eola Drive. Load-out occurs between 4 p.m. -6 p.m.

The Manager must arrive at the Market early enough to oversee the vendors' set up, monitor the operation during the Market hours, ensure vendors clean up, enforce policies and procedures, respond to customer's inquiries, respond to security related issues, and oversee the Market closing at the end of the day. Prior to implementation of the expansion, one managerial/supervisory employee shall be on site at the Market at all times during load-in, load-out, and during the Market's operational hours. Upon expansion, two managerial/supervisory employees shall be on site at the Market at all times during load-in, load-out, and during the Market's operational hours.

The Manager is responsible for addressing any complaints, problems or non-compliance issues raised by customers or vendors. If they are not satisfactorily resolved, the Manager must bring them to the attention of the DDB's Executive Director in a timely manner.

The Manager shall submit a brief weekly report that documents any irregularities/incidents, number of vendors, and such other information as may be requested, to the DDB. A copy of the operational Reporting Form that shall be used is attached as Attachment "E". The report shall be submitted/included with the weekly deposit slips and Reporting Form. The Manager shall also present a quarterly 5-10 minute presentation to the Downtown Development Board/Community Redevelopment Area Advisory Board or as requested by DDB/CRA staff.





Lake Eola Farmers Market Post Expansion

Orlando Farmers Market Vendor Application and Annual Agreement

Vendor's name _____

Business name (if applicable) _____

Address _____

City _____ State _____ Zip code _____

Phone _____ Cell _____

Email _____

Proposed items for sale (attach 1-3 photos of items/display):

By signing below, the Vendor acknowledges that this application does not automatically reserve a Market space, but may place them on a waiting list based on space availability within a product category. Vendor acknowledges that, if space is available and this Agreement is approved by the DDB Market Manager or Executive Director, Vendor is granted a revocable license to use space at the Orlando Farmers Market and that such license may be terminated at any time, with or without cause, by the DDB's Market Manager or Executive Director in his or her sole discretion. Additionally, the Vendor's signature below indicates that Vendor has read and understands the Orlando Farmers Market Policies and Procedures, attached as Exhibit "A" and incorporated herein by reference, and that any violation of such may result in loss of Orlando Farmers Market usage privileges. Vendor acknowledges that such Policies and Procedures may be amended from time to time and agrees to abide by the terms of any such amendments if Vendor continues to vend at the Market following DDB's adoption of such amended Policies and Procedures and acknowledges that violation of such amended Policies and Procedures may result in loss of Orlando Farmers Market usage privileges. Vendor's signature also indicates agreement with the terms of the Hold Harmless, Indemnification and Copyright Agreement below.

Attachment C

Hold Harmless/Indemnification/Copyright Agreement

Vendor shall indemnify and hold harmless the DDB, the City of Orlando and the DDB's Market Manager (Red Top Productions Corporation) from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Agreement or Vendor's use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor's goods. The DDB, City and DDB's Market Manager are in no way responsible for any lost or stolen monies or items. Collection of sales tax on Vendor's sales, when required by the State, is the responsibility of the Vendor.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless the City, DDB and DDB's Market Manager from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend the City, DDB and DDB's Market Manager from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Orange County, Florida and shall be construed in accordance with the laws of Florida and venue for any action arising from this Agreement shall be Orange County, Florida. This Agreement may not be modified or amended except by a writing signed by the parties.

Vendor Signature_____

Print name _____ Date_____

Items approved for sale:_____

DDB Signature_____ Date _____
Market Manager/Executive Director

Effective January 1, 20 ____ to December 31, 20_____.

Exhibit "A"

Orlando Farmers Market Policies and Procedures Adopted December 2013 Downtown Development Board

General Market Parameters

◆ The Market will generally be open to the public from 10 a.m. to 4 p.m. each Sunday (10 a.m. to 5 p.m. during daylight savings time). The Market is generally closed on the two (2) Sundays during which the Spring and Fall Fiesta events take place at Lake Eola. The Market will also be closed on New Year's Day and/or Christmas Day when such holidays fall on a Sunday. The DDB maintains the right to close the Market any Sunday for any reason and does not guarantee any minimum number of weeks of operation.

◆ Product categories permitted to be sold at the Market are limited to plants and other garden related items, baked goods, produce, dry goods, seasonal items, art, jewelry, food concessions, pet related items, and handmade items. The Market encourages participation by local farmers, growers, artists, etc. The sale of flea market resale type items is not permitted. All items for sale must be approved by the Market Manager prior to Vendor's use of a space at the Farmers Market. Vendors that request to sell items that the Manager deems approved, but for which space is not currently available will be placed on a waiting list for spaces which may become available in the future. When adding any additional items to a booth for sale the Market Manager must approve such items in advance. Each approved Vendor for which space is available must execute a Vendor agreement annually and is thereby given a non-exclusive right to sell such approved items at the Market. In no way does the Market Manager's approval constitute granting of an exclusive right to sell such items. Each approved Vendor must notify the Manager prior to any change of ownership in its business and may need to submit a new application and execute a new Vendor agreement based upon such change. Alcohol sales are permitted at the Market only by the Vendor formally selected by the DDB through the City/DDB selection process.

◆ Market Space Percentage Assignments are as follows by product category:

Plants 5-15%

Produce 15-25%

Baked goods/prepared foods 30-40%

Other 30-40%

These percentages are intended to serve as guidance to the Market Manager to achieve a balanced merchandise mix of approved product categories, however, the Market Manager has the discretion to exceed or be below any product category percentage with the prior written approval of the DDB Executive Director.

◆ The size of spaces available for use are 10' X 10' or 10' X 5'. The Market Manager determines where each Vendor is placed within the Market and may limit the number of spaces to be used by any one Vendor. Approved Vendors are granted a revocable license to use space at the Market and such license may be terminated at any time, with or without cause, by the DDB in its sole discretion. The DDB may increase or decrease the size of the Market in its sole discretion for reasons including but not limited to staffing, traffic issues, set-up/loading issues, and clean-up costs. No Vendor space is permanent and a Vendor's assigned space may be moved at any time by Market Manager. The usage fee for either size of space is currently \$30.00, inclusive of tax on the space rental, and monies are collected each Market day at the Market by the Market Manager, payable in either cash or check. All checks should be made out to "DDB" or the Downtown Development Board. Rental fees are due each Sunday unless the Market is open for less than three hours due to weather, in which case the Market Manager may waive rental fees for such day.

Set-Up and Break-Down/Market Operations

◆ Vendors utilizing trucks in excess of 1 ½ tons shall, after making prior arrangements with the Market Manager, unload between 7:00 a.m. and 8:00 a.m. Other Vendors will have from 8:00 a.m. until 9:45 a.m. each Sunday to load in their booth set up. No Vendor may enter the Farmers Market area to set up prior to 8:00 a.m. unless the Market Manager has approved such early entry to the Market.

◆ All booths must be completely set up to sell at 10:00 a.m. and stay open with complete set up until 4:00 p.m. each week (5:00 during daylight savings time). Promptly at 4:00 (5:00 during daylight savings time), Vendors must tear down tables and tents and pack all supplies before being able to get their vehicle. Should a Vendor be absent from the Market more than three times in any quarter (three month period), such Vendor's license to use space may be terminated and such Vendor will be moved to the end of the Waiting List if booth space is not available at such time.

◆ When loading in, Vendors shall line up as directed by the Manager and wait to be escorted into the park by Market Manager, a Downtown Clean Team Staff member or other approved escort. All vehicles MUST STAY in the holding area within the bricked circle until they are motioned to enter, escorted by one of the above mentioned personnel. Whenever the vehicle is in motion within the park, moving either forwards or backwards, an escort must be within 12 feet of the vehicle to clear the path of park patrons, pets and other Vendors. Vendors entering at the corner of Eola Drive and Central must pull to the edge of the road at the corner, then stop to wait for their vehicle to be escorted to their assigned spot by one of the above mentioned personnel. Vendors should drive no faster than walking speed, about 4 miles per hour.

◆ Vendors must bring heavy duty trash bags to bag their garbage, securing bags properly at the end of the day.

- ◆ Vendors are responsible for all set up materials including, but not limited to, tables, tents, umbrellas, chairs, signage and tablecloths. The Orlando Farmers Market does NOT require a tent but does require that all tables be covered by a cloth to the ground so no table legs show in front or the side of any tables. Any tents used must comply with City Code provisions regarding tent usage.
- ◆ Signage must be properly displayed with Vendor's business name by either an easel, a frame, or sign hung securely on the tent structure. Hand written signs are only permitted on a dry eraser board or chalkboard. The Market Manager has the right to ask a Vendor to change signage at any time to meet these requirements.
- ◆ Vendors shall maintain their booths in a neat, organized manner, free from clutter.
- ◆ All Vendors (including tented booths) are required to have a plastic drop cloth or tarp for possible sudden rain. Weights to hold tents down in a manner acceptable to the Manager are also required.
- ◆ The DDB entered into an Agreement with the Market Manager under which the Market Manager is responsible for the recruitment of Vendors, distribution and explanation of Market policies and procedures, approval of merchandise to be sold, assignment of spaces and execution of Vendor agreements. The Market Manager is responsible for the day-to-day operations of the Market and shall be Vendor's point of contact for questions and issues that arise during the Market. The Market Manager may move booths, approve the items for sale, and after consultation with DDB staff, reduce or waive usage fees to account for weather issues if the Market is open for less than three hours, in-kind services and other promotions. The Market Manager reserves the right to determine whether proposed merchandise meets the DDB's Market objectives and criteria for participation.

Licenses and Health Codes

- ◆ The DDB maintains City and County occupational licenses for the Market. Vendors shall comply with all laws and regulations and maintain all other appropriate City and State licenses for their type of goods or food products and have all applicable licenses in their booth at all times.
- ◆ Vendors that serve any food products/food samples that are not prepackaged must comply with state laws and regulations related to food service.
- ◆ Sales tax, when required by the State, is the responsibility of the Vendor.

Photographs/Video/Logos

- ◆ By Vendor's operation at the Market, Vendor consents to the Manager's, City's and DDB's right to photograph or video any Vendor or Vendor booth for the use of advertising or promotion of the Market. All images will become the property of DDB or the City.
- ◆ Orlando Farmers Market, City of Orlando and Downtown Development Board logos and images may not be used for any purpose without the written consent of the DDB staff.

Enforcement of Rules

- ◆ Violation of any laws, park rules, general public safety rules or Market policy listed in this Agreement by Vendor or Vendor's staff or exhibition of improper behavior may result in termination of the license to use space. Vendors shall generally be given a written warning from the Market Manager of any such violation and two written warnings will constitute immediate termination.
- ◆ Vendors shall conduct themselves in a courteous and professional manner with other Vendors, Market personnel and Market patrons. Failure to do so is cause for immediate removal from the Market.

Fiscal Report for Date: _____

ATTACHMENT D



Attachment E

Orlando Farmers' Market Weekly Operational Report

Report should summarize major activities of the week including any special promotions, events observation, and trends.

Date: _____

Total number of vendors _____

Total number of OPD hours _____

Summary:

Signed: _____

Exhibit "B"

Fees

Monthly Fee Pre-expansion \$2533.00

Monthly Fee Post-expansion \$3575.00

Market Staff

Dana Brown

Vern Stewart

Alison McDonald

Megan Kelley

Shannon Herron

Yvonne Perez

Ann Pulley

Cole Tripp