

## Lehigh University Participation Agreement

This Participation Agreement (the “Agreement”), effective as of \_\_\_\_\_, 2019 (the “Effective Date”), is by and between Lehigh University, a Pennsylvania nonprofit corporation (“Lehigh”) and the Participant identified on the signature line below (the “Participant”).

WHEREAS, Lehigh is sponsoring the Bethlehem Farmers’ Market (the “Farmers’ Market”), which will be held at New and Morton Streets each Thursday (rain or shine) from 10:00 am - 2:00 pm beginning May 2, 2019, and ending on October 31, 2019; and

WHEREAS, the Participant desires and Lehigh agrees to allow the Participant to occupy space at the Farmers Market for the purpose of selling food and/or beverages (“Goods”); and

WHEREAS, in order to occupy such space, the Participant is required to agree to the terms and conditions set forth below.

NOW THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. The term of this Agreement will begin on the Effective Date and will end at the conclusion of the last day that the Farmers’ Market is open in the calendar year 2019, unless terminated earlier by Lehigh.
2. The Participant understands and agrees that, in occupying the space, it must comply with all federal, state and local laws, as well as all University policies, and the Farmers’ Market Rules and Regulations (set forth as Exhibit A). This includes, but is not limited to, safety and fire codes, as well as regulations regarding public health, safety, and welfare. The Participant is responsible for obtaining any special permits (including the City of Bethlehem Health Permit) or approvals necessary for the sale of its Goods.
3. The Participant understands and agrees that Lehigh will not be responsible for any injury, loss, or damage that may occur to the Participant or its property and Goods.
4. The Participant hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify, and save Lehigh, its officers, directors/trustees, employees, and agents harmless against all claims, losses, or damages to persons or property, governmental charges or fines and attorneys’ fees arising out of or caused by Participant’s use of space or its participation in the Farmers’ Market.
5. Participant understands that a \$100 refundable deposit will be required upon acceptance to the Farmers’ Market for the 2019 season. The deposit will be refunded within thirty (30) business days of the market closing for the season, provided Participant has fully complied with the Lehigh University Participation Agreement and followed all Farmers’ Market Rules and Regulations set forth in Exhibit A, including but not limited to:
  - i. Acquire all required equipment and certifications
  - ii. No smoking or drinking on premises

- iii. No more than 3 absences during the 2019 market season.  
 Exceptions may be made at the discretion of Lehigh University in case of emergencies. Absences may not occur on Opening and Closing Days.
  - iv. Be set-up and ready to sell by open of market, which is at 10 am.
6. Participant shall obtain and maintain, at Participant's own expense, during the term of this Agreement, a Certificate of Insurance evidencing Commercial General Liability Insurance with a limit of at least One Million Dollars (\$1,000,000) and naming Lehigh University as additional insured and certificate holder.

The Participant shall provide a Certificate of Insurance to Lehigh evidencing the coverage described above prior to Participant's use of space at the Farmers Market. **Please forward the Certificate of Insurance to the following e-mail address by March 23, 2019, if accepted to vend: bethlehemfarmersmarket@gmail.com**

- 7. Lehigh may terminate this Agreement at any time with a written notice to the Participant.
- 8. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 9. The Participant agrees to adhere to the 2019 Rules and Regulations of the Bethlehem Farmers' Market, incorporated by reference and attached hereto as Exhibit A. Failure to do so, as determined by Lehigh, may result in termination of this Agreement by Lehigh.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Participation Agreement to be executed by their duly authorized representatives as of the date set forth above.

LEHIGH UNIVERSITY:

PARTICIPANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Proud partners of:



Buy Fresh Buy Local chapters in Pennsylvania are coordinated by the Pennsylvania Association for Sustainable Agriculture (PASA), on behalf of our national partner, Food Routes Network.