



Connecticut's Old State House Farmers Market Vendor Contract

Date:	
Vendor Company Name:	
Type of Products to be sold:	
Vendor Address:	
Vendor Phone No.:	
Vendor Fax No.:	
Vendor Contact Name:	
Email Address:	
Participating on: circle day(s) or list date(s)	Tuesday Friday
Market Fee: (\$125/\$75 or \$10 per visit)	\$

CONTRACT, dated as of the Date (above), between the Vendor and the Connecticut Public Affairs Network, Inc. (CPAN).

Recitals

WHEREAS, the Vendor desires to enter into a contract for a market site on the Old State House (OSH) property as a participant in the Old State House Farmers Market; and

WHEREAS, Vendor has reviewed and agreed to comply with the Old State House Farmers Market Policies and Procedures; and

WHEREAS, CPAN is authorized under contract with the Connecticut General Assembly (CGA) to manage the Old State House Farmers Market; and

WHEREAS, the CGA acting through the Joint Committee on Legislative Management has control over the use of the Old State House pursuant to Public Act 07-4;

NOW, therefore, in consideration of the Contract herein contained, the parties hereto agree as follows:

Contract Term

The term of this Contract shall commence upon execution of this Contract and will expire in accordance with the term of the farmers market program as summarized on the Application Form. Vendor shall only be admitted to the Old State House Farmers Market on the days indicated therein unless amended in writing by both the Vendor and CPAN.

Market Conduct

Vendor shall, at all times, observe the standards of conduct set forth in the Connecticut's Old State House Farmers Market Application Form ("Application Form") and Old State House Farmers Market Policies and Procedures, which are incorporated by reference into this Contract, while on Old State House property or any neighboring properties accessed in the course of entering or exiting Old State House property. Vendor vehicles shall not be operated on Old State House properties or any adjacent properties or rights-of-way unless escorted by Old State House personnel, and then only after receiving approval in writing.

Vendor is responsible for set up, take down, display and cleanup of assigned market site. In addition, Vendor is responsible for leaving assigned market site in same or better condition than at arrival. All refuse and garbage disposal is the responsibility of Vendor. No refuse may be disposed of on OSH or nearby property. In the event that Vendor leaves his or her market site in a condition that requires OSH janitorial fees or has damaged the property in any way, a Supplemental Invoice may be generated for the cost of the cleanup and disposal and/or the amount of the actual damage.

Market Fee

Full payment as described in this Contract shall be due with submission of this signed Contract.

Correspondence

Any communication, notice of change, or cancellation pertaining to this Contract shall be in writing and shall be deemed effective when delivered in person, or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of the Vendor Name and Address indicated on the first page of this Contract and in the case of CPAN, to:

William A. Bevacqua
Vice-President of Administration & Communications
Connecticut Public Affairs Network, Inc.
21 Oak St.
Suite 605
Hartford, CT 06106

Routine operating correspondence should be directed to:

Betsy Bradley
Market Master
Connecticut's Old State House
800 Main St.
Hartford, CT 06103

Vendors are differentiated into the following two (2) categories in regard to the following sections on Indemnification and Insurance: A) vendors **allowed vehicular access** to the market site, or B) vendors **prohibited from vehicular access** to the market site.

Indemnification

Vendor shall be responsible for all injuries or damages to the Vendor's employees, guests, contractors or agents incurred or sustained at the Old State House while performing, or in any way associated with the Farmers Market described above.

Vendors in category A:

shall indemnify, defend and hold harmless CPAN, the State of Connecticut/CT General Assembly, State-Market Hartford LLC, FBE-State Square LLC, Mac State Square LLC and their officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of Vendor; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the Contract.

Vendors in category B:

shall indemnify, defend and hold harmless CPAN and the State of Connecticut/CT General Assembly and their officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of Vendor; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the Contract.

Insurance

Vendors in category A (vehicular access allowed):

shall reimburse CPAN, the State of Connecticut/CT General Assembly, State-Market Hartford LLC, FBE-State Square LLC, or Mac State Square LLC for any and all damages to their respective real or personal property caused by the acts of the Vendor or any Vendor's employees, guests, agents or contractors. CPAN shall give Vendor reasonable notice of any such claims.

Vendor shall submit and maintain, for the duration of this Contract sufficient commercial general liability, and automobile insurance at levels no less than \$500,000, or \$1,000,000 general aggregate, to satisfy its obligations under this Contract. Vendor shall name CPAN, the State of Connecticut/CT General Assembly, State-Market Hartford LLC, FBE-State Square LLC and Mac State Square LLC as additional insureds on the policy, shall provide a certificate of insurance or a copy of the policy and provide an endorsement indicating that all required additional insureds have been added to the policy prior to the effective date of the Contract. Insurance coverage shall also be maintained during the time that any provisions survive the term of the Contract.

Vendors in category B (vehicular access prohibited):

shall reimburse CPAN and the State of Connecticut/CT General Assembly for any and all damages to their respective real or personal property caused by the acts of the Vendor or any Vendor's employees, guests, agents or contractors. CPAN shall give Vendor reasonable notice of any such claims.

Vendor shall either:

- a) submit and maintain, for the duration of this Contract sufficient commercial general liability, and automobile insurance at levels no less than \$500,000, or \$1,000,000 general aggregate, to satisfy its obligations under this Contract. Vendor shall name CPAN and the State of Connecticut/CT General Assembly as additional insureds on the policy, shall provide a certificate of insurance or a copy of the policy and provide an endorsement indicating that all required additional insureds have been added to the policy prior to the effective date of the Contract. Insurance coverage shall also be maintained during the time that any provisions survive the term of the Contract, OR
- b) pay insurance waiver fee of the lesser of the following: \$25 per month or \$5 per visit. Insurance waiver fee payable to CPAN.

Cancellation of Vendor's Participation

CPAN reserves the right to cancel the Vendor's participation in the Old State House Farmers Market should the requirements in this Contract and in the Old State House Farmers Market Policies and Procedures associated with this Contract not be met. CPAN further reserves the right to cancel this Contract should there be false claims by the Vendor as to the status of their licenses or permits as required by local, state or federal law, regulations or requirements. Any fees paid will be forfeited.

Cancellation of Market

CPAN reserves the right to cancel the Old State House Farmers Market in its entirety or one-day event in case of emergency situations, inclement weather, closing of Old State House building, holidays, or based on its sole discretion.

Force Majeure

CPAN and the Vendor shall not be excused from their duty to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. These events are defined to be strikes, riots, civil commotions, act of God, breakdowns of machinery, shortages of power, or drought.

Entirety of Contract

This Contract, the Application Form and the Old State House Farmers Market Policies and Procedures constitute the entire agreement between the parties with respect to their subject matter, and supersedes all prior agreements, proposals, offers, and counteroffers and understandings of the parties, whether written or oral. No alteration, modification or interpretation of the Contract, the Application Form and the Old State House Farmers Market Policies and Procedures shall be binding unless in writing and signed by both parties. The Contract has been entered into after full investigation, neither parties relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

Choice of Law and Forum

The law of the State of Connecticut shall be the law of this Contract, with or without reference to principles of conflicts of laws.

CPAN and Vendor as stated below agree to adjudication by, and hereby waive any objection to the jurisdiction of, such state and federal courts as are situated in Hartford, Connecticut.

The parties are signing this Contract on the date below their respective signatures.

For Vendor:

For Connecticut Public Affairs Network, Inc.:

Vendor Signatory Name

Paul Giguere_____
CPAN Signatory Name

Vendor Signature

CPAN Signature

Vendor Signatory Title

President & CEO_____
CPAN Signatory Title

Date

Date