

NORTH CAROLINA  
ORANGE COUNTY

### AGREEMENT WITH THE TOWN OF CARRBORO

THIS AGREEMENT is made and entered into as of the \_\_\_ day of May, 2015 by and between the Town of Carrboro (hereinafter "the Town") and High Street Design, located at 105 Fidelity Street A38 in Carrboro, NC (hereinafter, "the Attendant").

WHEREAS the Town has a structure that can provide shelter for the operation of a market, as well as for other public uses and events, commonly referred to as the "Town Commons" located behind the Town Hall at 301 West Main Street in Carrboro on land owned by the Town for this purpose and;

WHEREAS the Attendant is a for profit organization, with substantial experience in organizing, advertising, and operating a market designed to provide an opportunity for local artisans, crafters and vendors with a monthly venue to educate, sell goods and offer exhibits, demonstrations, music and children's activities directly to consumers, to the benefit of both;

WHEREAS the Attendant proposes to organizer and operate such a market, to be known as "The Bazaar" at the Town Commons pursuant to the terms of this Agreement.

Now, in consideration of the premises and the mutual promises contained herein, the parties to this agreement hereby agree as follows:

1. The Attendant shall operate and manage The Bazaar on the third Sunday of each month beginning in July 2015: July 19, August 16, September 20, October 18 and November 15. The Bazaar will be open from 1:00 p.m. until 6:00 pm. The Bazaar organizers and artisans, crafters and vendors may begin setting up at 12:00 p.m. and must be off the site by 7:00 p.m.
2. The rental fee shall be waived and electricity and bathrooms will be available during the Attendant's use of the Town Commons for the Bazaar.
3. The parties agree that, except for those times stated in paragraph 1 above that the Bazaar is operated at the Town Commons by the Attendant as per this agreement, the Town may use the site for other activities. The Town will inform the Attendant, in writing and as far in advance as is reasonably possible, of any potential conflicts with the Attendant's use of the Town Commons, so that the Attendant may be able to respond and accommodate any requests that may infringe upon regular market activities.
4. The Town recognizes and expects that Attendant will perform its obligation under this agreement by acting through one or more persons. Duncan Morgan and Meghan Truesdell Morgan of 105 Fidelity Street A38, Carrboro, NC 27510 are designated by the Attendant as its authorized representatives, either one of whom may act on behalf of the Attendant. The Attendant shall notify the Town in writing of any changes in the identity of its designated representative(s).

5. The Attendant shall be responsible for all aspects of the operation of the Bazaar, including without limitation advertising, promotion, collection of fees, and enforcement of the operating rules and regulations. The Attendant shall provide the Town with a written copy its rules and regulations for the operation of the market on or before June 22; such rules and regulations shall be consistent with the Town's rules, regulations and policies for the use of the Town Commons.
6. The Attendant shall be allowed to keep all fees paid by local artisans and crafters and offset expenses incurred by the Attendant in the operation of the Bazaar.
7. The Bazaar shall operate under the following rules and regulations which may be modified or supplemented from time to time by the mutual agreement of the parties:
  - a. The Bazaar will be available to local artisans, crafters and vendors selling various arts and craft items, food and beverages including beer and wine. The Attendant, and/or artisans, vendors and crafters shall be responsible for obtaining all State and local permits or approvals which may be necessary in order to sell food, beverages, beer and/or wine at the Bazaar, and shall provide the Town with proof of the appropriate permits/licenses prior to the Bazaar each month.
  - b. Local artisans, crafters and vendors who sell in the market may have assistants or employees helping them. However, for each space rented in the market there must be in attendance at least one person who has had substantial personal, "hands on" involvement in all phases of the production of the items sold or service.
  - c. Each vendor shall be responsible for cleaning up the area surrounding such vendor's vehicle.
  - d. All food and beverage items sold must comply with state and local health regulations. The Bazaar must provide general liability insurance with a minimum limit of \$1 million general liability coverage endorsed to name the Town as an additional insured and provide a certificate for documentation. Local artisans, crafters and vendors are encouraged to label foods containing possible allergens, specifically nuts.
  - e. Local artisans, crafters and vendors shall be required to post the prices of all items sold in a fashion easily legible to prospective purchasers.
  - f. Local artisans, crafters and other vendors shall be charged a space rental fee. The Attendant will charge \$30 for uncovered space and \$50 for covered space per month. The Attendant shall provide the Town with a written copy of any and all additional fees

which Attendant proposes to charge artisans, crafters or vendors at the Bazaar on or before June 22. The Attendant shall collect these fees.

8. The Attendant shall have the authority to operate the Bazaar and enforce the policies including the authority to require local artisans, crafters and vendors to leave the Town Commons if they refuse to abide by these policies. The Attendant shall administer and enforce these policies fairly and equitably and shall establish its own procedures to resolve disputes concerning the interpretation of any of the foregoing policies. However, nothing contained herein is intended to curtail or abridge in any way the right of any person to bring to the attention of the Town any market policy or any interpretation of such policy or other decision by the Attendant, with which such person disagrees.
9. The Town shall use its best efforts under the law to ensure that the Bazaar site is kept free of parked vehicles not belonging to vendors on Sunday mornings. The town shall post appropriate no parking signs and shall, to the extent authorized by law, arrange to have violators towed away.
10. Within sixty days (by January 14, 2016) after the close of the Bazaar season, the Attendant shall furnish the Town with a written treasurer's report on the operation of the Bazaar for the previous season. This report shall include, among other pertinent information, a statement of the gross receipts of the Bazaar, and the expenditures made by the Attendant with regard to the Bazaar for such matters as publicity and other expenses incurred to run the Bazaar.
11. Subject to the remaining provisions of this paragraph, this agreement shall be effective May 5 through November 15, 2015. This agreement may be modified, in writing signed by the Town and the Attendant, from time to time by mutual consent of the parties and may be terminated by either party upon 30 days written notice to the other party sent by certified mail.
12. The official Town Policy-for the use of the Town Commons is attached hereto as Attachment A.
13. The diagram attached as Attachment B included provides a visual layout during the Bazaar.
14. The Town reserves the right to terminate this Agreement immediately should the Attendant breach the Agreement or fail to adhere to the Town Policy for the use of the Town Commons, and/or allow vendors at the Bazaar to breach the Agreement or violate the Town Policy for the use of the Town Commons.

THIS AGREEMENT is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF CARRBORO

The Bazaar

BY:\_\_\_\_\_

BY:\_\_\_\_\_