

# The HomeTown Market of Haughton

Vendor Name: \_\_\_\_\_ Phone \_\_\_\_\_

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

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bossier Tax ID # \_\_\_\_\_

Insurance YES / NO If yes, company name \_\_\_\_\_

Vendor shall furnish HTMoH with a Certificate of Insurance naming

\_\_\_\_\_ as an additional insured in a general liability insurance policy providing coverage for bodily injury and property damage liability, with proof of such coverage and additional insured designation being provided to HTMoH before commencement of the Rental Term. Bodily injury and property damage liability limits shall be in the following amounts: \_\_\_ \$1,000,000 \_\_\_ \$2,000,000 \_\_\_ \$5,000,000

The signing of this document indicates that the applicant has read and agreed to all terms.

Vendor full name printed: \_\_\_\_\_

Vendor full name signed: \_\_\_\_\_

Date : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

## RELEASE, HOLD HARMLESS, INDEMNITY AND DEFENSE AGREEMENT

Vendor agrees to release, defend, indemnify and hold harmless the HomeTown Market of Haughton, Bows, Bunnies, & Broomsticks LLC, and the Town of Haughton, Louisiana, its agents, employees and volunteers from and against any and all claims, actions, and suits and all liabilities, losses, damages, costs, attorney fees and other expenses of every nature and character arising from the use of or presences at the site of the HomeTown Market of Haughton by Vendor, or by its agents, employees, volunteers, guests, attendees, spectators, and or invitees. Vendor agrees to assumes liability and financial responsibility for any accident, injury or property damage resulting from failure to comply with the HomeTown Market of Haughton market rules, especially health and safety regulations.

## RENTAL AGREEMENT

1. The length of this contract is on a month to month basis. Fifteen (15) days notice is required if Vendor choose not to renew your contract.
2. The first month's rent (\$40 per space, per month) is due at the time of signing the rental agreement. A receipt will be issued when paid. There will be no refunds or rainchecks.
  - a. If only setting up for a specific market day (daily) the rent is due at the time of arrival. Vendor should check in with the market manager or designee to pay rent and get their market assignment.
  - b. No loaning or subletting of spaces.
3. A market manager or designee will serve as an advisor and be in charge of the markets' daily operations.
  - a. If Vendor cannot attend, please call or text the market manager as soon as possible.
4. Hours open to public are from 10 a.m. to 4 p.m. The back door will be open for Vendors at 9:30 a.m. Saturday. Vendors will use the backdoor to bring in new merchandise.
5. All vehicles to be parked in back parking lot or area approved by management. No vehicles, including trailers, are to be left on the premises during the week.
6. Vendor must keep all merchandise, tables and display racks within the assigned space.
  - a. All sales or soliciting must be conducted from within assigned selling space.
  - b. The Vendor will keep their area clean and stocked to appear fresh and interesting.
  - c. All items MUST have a price and your dealer number.
  - d. To prevent tag altering, each price must include a dollar sign and decimal point (or two zeros over a line). Prices should be clear and legible and mistakes or price changes should no be marked over. In such cases, a new tag should be made.
  - e. Each Vendor can set their own discount policy or sales for their items.
7. Should Vendor engage in sale of items that fall under Louisiana "Cottage" food laws, (Louisiana House Bill #1270), Vendor ensures that all requirements and conditions of HB#1270 are satisfied and accepts that HTMoH is not responsible for any failure of the Vendor to abide by HS#1270. This includes package labeling. The market manager reserves the right to remove any items that do not follow HB #1270.

8. Vendor is responsible for collections of all sales tax, remitting the same to the State Tax Authority and Bossier Parish Tax authority and filing all necessary tax forms/reports.
  - a. Sales Tax rate for the City of Haughton is 9.75%
  
9. If permits and/or licenses are required by the State of Louisiana, City of Haughton, or Bossier Parish, the Vendor is solely responsible for obtaining any and all necessary permits and licenses before commencing business.
  - a. Such licensees and or permits must be recorded in the Vendor's name and not a family member, employee or other business associate
  
10. Beverages containing alcohol, tobacco (including all forms of smokeless), and illegal substances are not permitted on the premises. Violators will be subject to federal, state, and local laws and evicted from the market.
  - a. Prohibited items for sale include, but are not limited to, farm animals, wild/dangerous animals, venomous animals, drugs and drug paraphernalia, and fireworks.
  - b. Spaces cannot be used for games of chance/skills, lotteries, palm reading, or any purpose which is carnival related.
  - c. No counterfeit merchandise including counterfeit logos and labels.
  - d. Items that have vulgar or profane language and or images are prohibited. This is under the discretion of the market manager or designee.
  - e. WHEN IN DOUBT, DON'T PUT IT OUT.
  - f. HTMoH reserves the right to restrict the sale or display of any item it deems not in the best interest of running an orderly market. HTMoH is not responsible for any display material or merchandise on the premises.
  
11. Vendor is strictly prohibited from altering or damaging the floors, walls, appliances or fixtures of the HTMoH facility. Do not tape, nail, drill, or do anything that would cause permanent damage or require significant cleaning or removal.
  - a. Vendor may not modify or change the facility electrical wiring and may not use generators to supply power for its booth. Vendor will supply any and all necessary electrical cords, surge protectors, outlet strips, etc....
  - b. If electrical service is desired, it must be pre-approved in writing by HTMoH and a fee for electrical service will be borne by the Vendor prior to the market opening.
    - i. Electrical fees: \$5 for a single day, or \$20 for the month
  - c. Necessary erection and tear down of Vendor's display shall be the responsibility of the Vendor and subject to approval by HTMoH.
  
12. Vendor will need own tables, chairs, and change fund. There is not an ATM on site.
  
13. Vendors will conduct themselves in a businesslike manner.
  - a. Vendors are expected to dress appropriately and must wear appropriate tops, bottoms, and footwear.
  - b. If a Vendor disrupts the market for other Vendors, customers or management, the management reserves the right to cancel the rental agreement without refund, and, if necessary, to evict that Vendor from HTMoH immediately.
  - c. Should any Vendor feel threatened or experience an emergency at any time while on premises, Vendor should contact the market manager oh his or her designee immediately.

- i. Emergency
    1. Call 911
  - ii. Non-emergency
    1. Haughton Police Department (318) 949-6666
    2. Bossier Sheriff's Department (318) 965-3065
14. Radios, televisions, and/or other audio/visual devices are permitted at the Market; however, the Market reserves the right to control the volume of such devices.
  - a. Boisterous noises will be prohibited, including loud demonstration of sound and musical equipment.
15. Any Vendor's minor brought to the Market is the sole responsibility of that Vendor and must behave in an appropriate and controlled manner.
16. No pets allowed. Only service animals will be permitted on site.
17. All decorations/advertising shall be of non-flammable material and shall conform to the regulations of the Haughton Fire Department and all applicable ordinances of the City of Haughton and the State of Louisiana. Fire safety – NO OPEN FLAMES!
18. Decorations/Advertising. No decorations/advertising shall be placed in or on the building, walls, or corridors, nor shall any decorating/advertising signs be supported by nails, tacks, screws, or pressure sensitive tape on walls or woodwork without prior written approval of the HTMoH.
19. In the event any provision or section of this Rental Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions or sections shall be nevertheless enforceable and shall be given their full effect.
20. The HomeTown Market of Haughton (HTMoH) reserves the right to end this contract or not renew it should the Vendor not adhere to the terms of the contract.
  - a. Management reserves the right to eject any Vendor from the market or refuse rental for any reason.