SANDY SPRINGS
GEORGIA

CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** March 9, 2012

FROM: John McDonough, City Manager

AGENDA ITEM: Sandy Springs Farmer's Market Agreement for 2012

MEETING DATE: For Submission onto the March 20, 2012, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Agreement

APPROVAL BY CITY MANAGER: JTM *APPROVED*

_____ *NOT APPROVED*

PLACED ON AGENDA FOR: 3/20/2012

CITY ATTORNEY APPROVAL REQUIRED: (✓) *YES* ( ) *NO*

CITY ATTORNEY APPROVAL: SM

REMARKS:

TO: John McDonough, City Manager

FROM: Eden Freeman, Assistant City Manager

DATE: March 15, 2012 for Submission onto the Agenda of the March 20, 2012, City Council Meeting

ITEM: Agreement with Sandy Springs Farmer's Market, LLC for 2012

City Manager's Office Recommendation:

The City Manager's Office recommends approval of the agreement between the City and Sandy Springs Farmer's Market, LLC for the use of the Target parking lot for the 2012 operating season. A copy of the proposed agreement for the 2012 season is attached to this agenda item.

Background:

In 2010, City staff worked with representatives of Sandy Springs Farmers Market, LLC to develop an agreement pertaining to the use of the parking lot at the former Target location. The Council renewed the usage agreement in 2011 and the market was open on Saturdays for their second year.

The organizers of SSFM, LLC would like to renew the agreement to operate the market for the 2012 season in the parking lot of the Target building on Saturday mornings from no earlier than 8:00 AM to no later than 2:00 PM.

Alternatives:

The Council may elect not to authorize the agreement. This will effectively end plans for the 2012 season Sandy Springs Farmer's Market.

Financial Impact:

There is no financial impact for the City at this time. Under the proposed agreement, SSFM, LLC is required to pay the City $10.00 per month for the use of the property.

Attachment:

1. Proposed Agreement.

OPERATING AGREEMENT
SANDY SPRINGS FARMERS MARKET, LLC

This Operating Agreement (hereinafter referred to as this "Agreement") is made and entered into this_____ day of _____ 2012, by and between the CITY OF SANDY SPRINGS, GEORGIA, (hereinafter referred to as the "City"), a municipal corporation existing under and pursuant to the laws of the State of Georgia, and SSFM, LLC, a limited liability company created and existing pursuant to the laws of the State of Georgia, Andrew R. Bauman, individually, and Jeffrey Langfelder, individually (hereinafter referred to as "SSFM"):

WITNESSETH:

WHEREAS, SSFM is engaged in the business of performing, coordinating and managing Farmers Market operations; and

WHEREAS, SSFM wishes to perform, coordinate and manage a Farmers Market in the City; and

WHEREAS, the City has agreed to enter in this Agreement to allow SSFM to perform, coordinate and manage a Farmers Market on certain property located within the City: and

WHEREAS, SSFM is willing and able to render said services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

SSFM agrees to perform, coordinate and manage a Farmers Market in the City of Sandy Springs, Georgia as set forth in the Statement of Work attached hereto as Exhibit "A" (hereinafter referred to by "Services"). SSFM agrees to perform, coordinate and manage said Farmers Market substantially in the manner and to the extent set forth herein.

2. **License.**

SSFM is hereby granted a license to utilize the portion of the City property located at 235 Sandy Springs Circle for conducting the Farmers Market which is set forth in red on that certain Exhibit "B" attached hereto (hereinafter the "Farmers Market Property"). This license shall not

include any rights to the adjacent property currently leased by Goodwill (hereinafter "Goodwill Parcel"). SSFM shall be responsible for any coordination of any access or other issues with the operators of the Goodwill Parcel. This license shall constitute a mere right of use and no property interest shall be conveyed to SSFM pursuant to this provision. Subject to the approval of the City, said license shall encompass each Saturday during the term of this Agreement from the time of 6:00 a.m. to 2:00 p.m.; provided, however this license shall not extend to the weekend of the Sandy Springs Festival, in 2012 the excluded weekend shall be the weekend of September 22, 2012.

3. **Compensation.**

a. Remittance to City. In consideration of SSFM's startup-expenses, time expended by the Members of SSFM, and first year operating expenses in establishing and operating the Farmers Market, and the material benefits that are anticipated to be realized by the City, SSFM hereby agrees to pay to the City the sum of 10 dollars and no cents ($10.00) per month commencing on April 1, 2012 for its use of the Farmers Market Property pursuant to the terms of this Agreement. SSFM may pay $90.00 in advance to cover the entire 2012 use. In the event the parties desire to renew this Agreement and continue the Farmers Market in 2013 and beyond, SSFM and the City will use all good faith efforts to negotiate a fair and equitable fee to be charged by the City, if any, for SSFM's continued use of the Farmers Market Property, taking into account the actual financial performance of the Farmers Market, the time, expense and effort of SSFM in performing its duties hereunder, and any profits which have been realized or which may be realistically anticipated to be realized in such renewal term.

b. Recordkeeping. SSFM agrees to institute and maintain for not less than three (3) years following the termination of this Agreement, such systems of bookkeeping and auditing as reasonably requested by the City Finance Department. SSFM shall further at its sole expense, and in form reasonably acceptable to the City, furnish the City: (1) a quarterly accounting no later than fifteen (15) days following the close of each such period, and (2) an annual unaudited financial statement prepared by a duly qualified bookkeeper or accountant not more than two (2) months following the end of each calendar year.

c. Audit. The records of the operator shall be subject to audit by the City Finance Department at any time during reasonable business hours upon five (5) days' notice, any and all costs of such audit shall be paid by the City.

4. **Relationship of Parties.**

Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and SSFM, or the City, SSFM and any of the vendors who shall operate at the Farmers Market. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and SSFM, or between the City, SSFM and any of the vendors who shall operate at the Farmers Market. It is expressly agreed that SSFM is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

5. **Term**

This Agreement shall become effective as of the date of execution of this Agreement and shall continue in effect through December 31, 2012 unless earlier terminated as provided in Paragraph 6 herein.

6. **Termination.**

The City shall have the right to terminate this Agreement if SSFM is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of from City specifying such default. "Default" shall mean:

a. If SSFM fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If SSFM shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

7. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, SSFM shall immediately terminate the operation of Services hereunder and shall deliver promptly to the City all City property delivered or obtained in furtherance of this Agreement.

8. **Standard of Performance; Compliance with Applicable Laws; Rules and Regulations.**

a. SSFM warrants and represents that it possesses the skill, competence, and experience to undertake the obligations imposed by this Agreement. SSFM agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the operation of services required by this Agreement.

b. SSFM shall establish certain Vendor Rules and Regulations for the Farmers Market which shall be provided by SSFM to each Vendor as a material provision of SSFM's agreement with each Vendor. Prior to the opening of the Farmers Market, SSFM shall finalize said Vendor Rules and Regulations and submit the same for approval to the City Manager. Said Vendor Rules and Regulations shall be substantially similar to, the Vendor Rules and Regulations set forth in Exhibit "C" attached hereto. City may at its reasonable discretion require SSFM to modify, change or amend said Vendor Rules and Regulations during the term of this Agreement for the purpose of having the Farmers Market conform to City, County, or State laws, ordinances or regulations

applicable to the Farmers Market or for the purpose of ensuring the Farmers Market is operating in accord with the terms of this Agreement.

c. SSFM warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, permitting, relating to the provision of the Services to be provided by SSFM hereunder or which in any manner affect this Agreement including but not limited to the requirements set forth in the Georgia Security and Immigration Compliance Act attached hereto as Exhibit "D", Certification of Sponsor Drug Free Workplace Exhibit "E", and any rules, regulations, requirements, or directions as set forth by the City in its Special Event Permit issued for the Farmers Market.

9. **Conflicts of Interest.**

Sandy Springs Farmers Market warrants and represents that:

a. The operation of services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. SSFM is not presently subject to any agreement with a competitor or with any other party that will prevent SSFM from performing in full accord with this Agreement; and

c. SSFM is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that SSFM shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

10. **Proprietary Information.**

Sandy Springs Farmers Market acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City of Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which SSFM has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). SSFM agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of SSFM under this section shall survive the termination of this Agreement.

11. **Indemnification.**

SSFM agrees to defend, indemnify and hold harmless the City of Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

12. **Insurance**.

Insurance requirements are attached hereto as Exhibit "F".

13. **Assignment.**

SSFM shall not assign this Agreement without the prior express written consent of Sandy Springs. Any attempted assignment by SSFM without the prior express written approval of Sandy Springs shall remain without force or effect and, at City's sole option, will serve to terminate this Agreement without any notice to SSFM of such termination.

14. **Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

John McDonough, City Manager
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

With copies to:

Wendell Willard, City Attorney
Two Ravinia Drive, Suite 1630
Atlanta, Georgia 30346

If to Sandy Springs Farmers Market (SSFM):

Andrew Bauman
Jeffrey Langfelder
5605 Glenridge Drive Ste-775
Sandy Springs, GA 30342

15. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

16. **Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

17. **Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

18. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough
Title: City Manager

Approved as to form:

_____
Assistant City Attorney

City Clerk: _____

Attest:

SSFM, LLC
A Georgia Limited Liability Company

By: F2M Georgia, LLC, a Georgia limited liability Company

Its Manager

By:_____
Andrew R. Bauman, Manager

By:_____
Jeffrey Langfelder, Manager

By:_____
Andrew R. Bauman, Individually

By:_____
Jeffrey Langfelder, Individually

EXHIBIT "A"

STATEMENT OF WORK

SSFM, LLC will be responsible for all operations of the Farmers Market in accordance with the requirements set forth in this Agreement including but not limited to the recruiting of Vendors, establishing and enforcing all market regulations, including space assignments, market fee collection and general market management.

Purpose: The Purpose of the Farmers Market shall be to:

- Embrace and promote the healthy lifestyle with a "Farm-to-Table" market that will improve the variety, freshness, taste and nutritional value of produce available in Sandy Springs, Georgia.
- Give local and regional growers and producers alternative, local marketing opportunities and to provide an opportunity for farmers and people from this urban community to deal directly with each other, rather than through third parties.
- Provide an educational forum for consumers to learn the uses and benefits of quality, locally grown and/or prepared foods and food products.
- Provide educational opportunities for producers and sellers to test and refine their marketing skills.
- Provide additional exposure to area merchants in an informal and social environment.
- Enhance the quality of life in Sandy Springs and its surrounding communities by providing a safe, inviting and accessible place for neighbors to gather and socialize.

Consistent Presence: SSFM encourages Vendors to season-long presence at the Market. This consistency will benefit both the Vendors and the customers in meeting expectations for the Market. The fees and space assignments for year-round Vendors will be more favorable than for occasional or seasonal Vendors.

Products: The SSFM strives to provide a market place where fresh, wholesome and environmentally friendly (sustainable) products are sold. SSFM will endeavor to maintain a diverse selection of goods and will actively seek out producers/growers from Georgia. While local and organic growers will be sought out, the SSFM will not be limited to producer/growers or "organic" products.

Products, Product Guidelines and Vendors: The Sandy Springs Farmers Market seeks vendors with products that incorporate (where possible) locally or regionally grown or produced products, such as jams, jellies, ciders, honey, pies, pastries, bread, chocolates/candies, etc. The Market may also have an offering of food/beverage and crafts (particularly where seasonally appropriate or designated "holiday" markets). In meeting the objectives of a community market, local merchants may be invited to participate, including chef/restaurant demonstrations, related product demonstrations and special holiday and seasonal markets. Further, recognizing the diversity of the community, space may be made available for products reflecting such diversity, though consistent with the ideals and mission of the market.

Following is a list of product categories that may be included in the market. Selection and approval of products and vendors is at the sole discretion of Market Management. It is the preference of the market that all products will be substantially from the producer/grower/farmer (subject to exceptions described below) and to not utilize wholesale re-sellers such as brokers/peddlers. Some exceptions may be made for producers who wish to jointly sell products for other producers provided such joint sales be pre-approved by Market Manager (and an additional fee may apply) and all such products be in compliance with the Market Rules and Regulations and approved by Market Manager. Processing may be done on or off-farm, however production shall comply with all local, state and/or federal health and licensing guidelines. In the spirit of community, some space may be made available to nearby existing fruit stands to participate in the Market, or in cases when (for whatever reason) an ample supply of produce from local farms is not available. In all cases Market Management reserves the right to approve product offerings by Vendors.

FARMER/GROWER

Produce: Fruits, vegetables, herbs and nuts.

Dairy: Milk and Eggs

Flowers, Plants and Trees: Market preference is for flowers, plants, bedding plants and trees that are from Vendors own farm or greenhouse.

Honey

PRODUCER

Dairy: Cheese, Yogurt and Butter

Meat and Meat Products: Must be 100% from animals raised and weaned by farmer/grower, however they may be butchered or processed off-farm.

Fish and Shellfish: Requirements to be determined prior to inclusion in the Market.

Baked Goods: Must provide evidence of use of certified baking facility for all baked goods to be sold. These products should highlight regional produce and seasonal ingredients wherever possible. These product categories may include (individually or collectively) sweet breads, pastries and desserts, cookies and cupcakes.

Prepared Foods: A limited amount of prepared foods may be approved for sale at the Market, provided they are prepared and packaged in advance of the market in an approved sanitary kitchen facility. Examples are soups and chili that are made with local or regional ingredients. A signature product available only at the Sandy Springs Farmers Market is strongly encouraged.

Prepared Foods Made at Market: The Market may include some vendors to provide food prepared at market for consumption at market, such as crepes, pizzas, soup, chili or other market and seasonal appropriate food. Foods prepared using ingredients featured for sale at the market (local and seasonal) are strongly encouraged. Vendor may not sell food prepared at market for consumption at market without the express prior agreement of Market Management. Additional regulations may be imposed for the sale of prepared foods at the Market. A signature product available only at the Sandy Springs Farmers Market is strongly encouraged.

Grain and related products, such as pasta, granola, baking mixes, meal and flour: Fresh regional produce should be used when available. Foreign out-of-region ingredients should only be used minimally as necessary when local alternatives are not available. Commercial products or mixes are prohibited. In the interest of ample supply and diversity of the market, some exotic or out-of-region products may be included subject to prior approval of Market Management.

Cider, preserves, jams, fruit butters, syrups, purees and salsas: If canned produce or dried fruits and vegetables are being sold, Market preference is that such ingredients be from Vendor's own produce. If processed or "dried" off-farm, Vendor must provide details of where the processing occurs.

Pesto, olive and other flavored oils, mustards and vinegars: In the interest of ample supply and diversity of the market, some exotic or out-of-region products may be included subject to prior approval of Market Management.

Chocolates and candies: Market preference is for fair trade, local and seasonal ingredients and small batch processing.

Ice Cream, gelato and frozen yogurt: Market preference is for local and seasonal ingredients and small batch processing.

OTHER, SPECIALTY and NON-FOOD ITEMS

Soaps, Herbal Products, Candles and Potpourri: These products should highlight regional and seasonal ingredients where possible, and may include fresh and dried herbs, creams, spritzers, powders, lip balms and scrubs.

Seasonal Farm Products and Crafts: These products should be produced from materials grown or gathered at the Vendor's farm. The products may include flower or herb bouquets or wreaths, compost, mulch and custom potting mix. Craft sales will be limited and Market Management shall pre-screen all crafts. Selections and approval will be made based on quality, originality, local production and market space availability. Please provide sample(s), photo(s) and website address (if available).

Artists: Artist spaces will be limited and Market Management shall pre-screen all art. Artists must be present for all market day sales. Artists may request a maximum of two Saturdays each month with the possibility of additional Saturdays (tbd) for special holiday and seasonal markets. Please provide sample(s), photo(s) of products as well booth display and website address (if available).

Purveyor and Specialty/Gourmet

A limited number of Vendors will be permitted to sell products purchased for resale. This is in recognition of maintaining a diverse product mix at the market and offering shoppers certain gourmet/specialty products that are either scarce or cannot be cultivated in the Georgia/Southeast region.

Vendors accepted to sell products in this manner will be required to submit detailed product lists identifying each item for sale, months available and the source of such product including a business name, contact name, address, phone number and e-mail address. Products cannot be in direct competition with products offered by other market Vendors. Produce cannot extend the harvest season (refer to the Peak Harvest categories on the Georgia Organics "Annual Harvest Calendar") thereby reducing the pent up demand and/or skewing prices for other market Vendors. Market Management will closely monitor product mix and Vendors may be asked to remove any products in violation of the market guidelines.

The following Vendor Types can apply in this category:

> **Farmer/growers** that have a direct relationship with neighbor farmer/growers or for a farmer/grower co-op. In addition to sales price, all products approved in this category must have an accompanying sign at the market identifying the product source including the name of the farm, city and state.
>
> In the spirit of community, some space may be made available to nearby existing fruit stands to participate in the Market, or in cases when (for whatever reason) an ample supply of produce from local farms is not available.
>
> **Producers:** who wish to jointly sell products for other producers with whom they have a direct relationship.
>
> **Specialty/Gourmet:** Vendors offering unique products not grown or produced by them that would otherwise be unavailable or scarce.
>
> **Coffee, tea, hot chocolate, and fruit/vegetable smoothies:** Market preference is for fair trade, local and seasonal ingredients and small batch processing.

Baked Goods: **Artisan Breads:** Must provide evidence of use of certified baking facility for all baked goods to be sold. These products should highlight regional produce and seasonal ingredients wherever possible.

Specialty Agriculture Products, Environmental/Sustainable Products, and Kitchen Products or Services: Items that are consistent with product demonstrations or education functions at the market may be included on a limited and case-by-case basis at the sole discretion of Market Management. In addition, while it is the intention that farmers/growers sell fresh food and products as described above, on a case-by-case basis Market Management will allow the sale of farm related merchandise such as cookbooks, note cards, and caps that highlight the farmer/Vendor's operation, provided such goods constitute only a small portion of the product mix such Vendor is offering at the market. All such merchandise must be pre-approved by Market Management in advance of sale.

Non-Profits disseminating information and/or raising funds: May be included in the Market however additional regulations may be imposed prior to participation. If a non-profit organization wishes to sell a product consistent with the Market's approved product list, a booth fee may be imposed by Market Management.

Other: Vendors that do not readily fit in any of the above categories, but are consistently aligned with the Market's Mission will be evaluated on a case-by-case basis.

City Requirements: In addition to the other rules, regulations, requirements, and provisions as set forth in this Agreement, SSFM comply with the following:

1. Apply for a "Special Events Permit" from the City of Sandy Springs Revenue Department. Special event permit should be posted at greeting areas or main entrances at events. Event producers should keep in mind they may be asked, by City staff, to show proof of permit during event.

2. Permits are required for temporary signs. No signs may be affixed to trees, buildings or street fixtures. Applications including signage must submit sign descriptions on the site plan to include the number of signs/banners, location, size & height of each on the application. Signage limits are:

- 1 Banner per vendor, per stall, 32 square feet maximum
- 1 Menu Sign per vendor, per stall, 6 square feet maximum
- Market signs (Limit 2) 4X4, maximum 5 ft – the 2010 and 2011 signs (previously installed) noted as "Existing Signs" on the attached site plan are approved.

3. SSFM shall provide proof of compliance with all applicable rules, regulations and laws with respect to such products, including any required licenses. This may include license from the Georgia Department of Agriculture, US Department of Agriculture, and Local (City/County) or State Health Departments. Current licenses must be available for review at all times during Farmers Market hours of operation.

4. Alcohol is prohibited on any City of Sandy Springs property.

5. Smoking is not permitted in any public facility.

6. SSFM shall provide a schedule of events along with a site plan which addresses: (a) the location of the event on the property; (b) features and attractions; (c) circulation; (d) proposed parking; (e) any proposed road closures; (f) location of waste disposal facilities; (g) restrooms; (h) access for the disabled; (i) location, size & number of any tents; (j) location, size, and description of any signage or banners.

7. Tents with a total area of 200 sq. ft. or canopies with a total area of 400 sq. ft. require an inspection and permit by the Fire Marshal. Such structures require a flame resistant certificate issued by an acceptable testing laboratory, and a site plan indicating a fire lane accessing the tent, a 2A-10BC fire extinguisher on-site, and acknowledgement that no smoking, fireworks, or open flames will be permitted in the tent.

8. Security/Traffic Control: SSFM shall provide security and/or traffic control.

9. First Aid and Medical: SSFM shall take reasonable steps to ensure that First Aid and Medical response is adequately addressed for the Farmers Market.

10. Enforcement: City of Sandy Springs Police or Sandy Springs Recreation and Parks staff may request that a resident or event participant leave any park or public facility for violation of rules and regulations.

11. Trash must be disposed of in approved containers. Event cleanup is required. SSFM must clean the right-of-way or public property of all rubbish and debris, returning it to its pre-event condition within 24 hours of the conclusion of the event. SSFM shall ensure that recycling of materials takes place for all event-related refuse to the extent reasonably practical which shall include but not be limited to the placement of recycling bins upon the site and the disposal of all recycled materials with a certified recycling facility.

12. SSFM shall be responsible for managing all facets of the Farmers Market. SSFM will enforce all Vendor Rules and Regulations to ensure all vendors are treated in a manner consistent with the rules.

13. SSFM shall abide by State and federal laws prohibiting discrimination based on factors such as race, color, national origin, sex, marital status, sexual orientation, religion, age, receipt of government benefits, or physical or mental handicap in some situations.

14. SSFM shall not be excused from its duty to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provide 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.

15. The building onsite shall not be used by any SSFM employees, vendors or the general public participating in the Farmers Market.

16. SSFM shall fully cooperate with local and state government inspections requested during the market. Failure to comply with any and all regulations may result in suspension of license.

17. SSFM electrical equipment must be pre-approved by the building and permitting department. SSFM will be responsible for providing their own outdoor extension cords and mats to cover any and all portions of the cord that lie in any area utilized by market customers.

18. SSFM must haul out their trash at the end of the day. SSFM shall be responsible for on-site trash receptacles for customer and vendor use.

21. SSFM shall ensure that no soliciting by political, religious, or other "special" cause groups or individuals is permitted at the market.

22. No person shall deface or damage the buildings, pavement, or other physical equipment of the market. Persons causing damage to market property shall be financially responsible for the cost of repairs or replacements. Such damage shall include, but not be limited to buildings, grounds, vehicles, and any other property owned and/or operated by the market.

23. SSFM will be allowed to block two (2) parking lot entryways beginning Friday evening at 8pm through Saturday afternoon at 4pm.

24. SSFM will be allowed to mark each vendor's space chronologically with tape, chalk or paint, limited to 5 inches in height.

25. SSFM shall be permitted to place and use a storage container of up to 20 foot length, with standard width and height in the far west side of the parking lot, in a location between the grass island (to the east) and Sandy Springs Circle to the west. The storage location is noted on the attached site plan. In addition, SSFM may store picnic tables for use of the

market at or around said location. The City shall have no liability for any equipment or other items stored on site and shall be provided reasonable access to any containers or other items stored on site, upon request.

26. Additional requirements regarding storage container: SSFM shall take reasonable measures to screen the storage bin from visibility along Sandy Spring Circle and within the Target Parking Lot. An example is lattice privacy screening. In addition, SSFM shall be permitted to hang a banner promoting the market. Both the screening and banners shall be subject to review by the City.

EXHIBIT "B"

Site Plan

Prepared by Fulton County Department of
Environment and Community Development
Support Services Division
Geographic Information System
Date: 01.23.45

Fulton County provides the data within this page for your personal use "as is".
The data is not guaranteed to be accurate, correct, or complete.

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EXHIBIT "C"

VENDOR RULES AND REGULATIONS

Market Location and Schedule: The Market is located at Sandy Springs Circle in the parking lot of the former Target Store. The Market will operate every Saturday from approximately 8:00 a.m. until 1:00 p.m. from early April into November, 2012. The Market Manager reserves the right to modify market hours and will reserve the right to cancel the Market, particularly in the event of (or anticipation of) severe weather conditions.

Vendors shall be punctual in their setup on market day, or risk losing their stall at the discretion of Market Management. **No sales are allowed before the permitted opening time of the Market.** Sales must end at the close of the Market and Vendors must immediately begin packing up to leave the Market, but may continue to sell as they load. Breakdown and cleanup of Vendor stalls must be fully completed within 45 minutes after the close of the Market.

General Rules and Regulations

1. The Market strives to provide a marketplace where fresh, wholesome and environmentally-friendly (sustainable) products are sold. The Market will endeavor to maintain a diverse selection of goods and will actively seek out producers/growers from Georgia.

2. All Vendors will be required to complete an application indicating the products they are requesting to sell and the approval of such items shall be at the sole discretion of the Market Manager. Vendors shall provide proof of compliance with all applicable rules, regulations and laws with respect to such products, including any required licenses and permits. This may include license from the Georgia Department of Agriculture, US Department of Agriculture, and local (City/County) or State Health Departments. Current licenses must be available for review at all times during market hours.

3. The Market Manager retains control of all space assignments. Spaces in the Market will generally be defined as 10 foot x 10 foot, as designated by the Market Manager. A Vendor shall not encroach on a neighboring space except by agreement of both parties and the Market Manager. An additional fee may be imposed for use of additional space, or if a Vendor wishes to sell another producer's product in Vendor's space (provided Market Manager may limit the number of Vendors which share stall space). Covering/protection from rain/sun is required. Canopies are permitted; umbrellas may be permitted with prior approval by Market Management. All such covering must be sufficiently anchored and further anchoring specifications may be imposed by Market Management. Tables are strongly recommended for display of products and no item (other than live plants) shall be displayed on the ground. Signage is the responsibility of each Vendor. Vendors are strongly encouraged to post signage that at a minimum displays the farm/vendor name and location, and pictures are recommended. If Vendor requires use of a car or truck for their stall, pre-approval must be obtained from Market Management.

3.A. **Signage**: Vendor signage will at all times comply with Market Rules and Regulations and requirements imposed by the City of Sandy Springs (or whichever may be more stringent). Vendors

shall be limited to one banner sign per stall, having a maximum of 32 square feet. In addition, Vendors may have "menu"-style signage provided such signage shall not exceed a total of 6 square feet. All such signage is the responsibility of Vendor and shall be completely removed at the close of each Market day.

3.B. **Canopy/Covering Safety**: All canopies, umbrellas or other forms of stall cover must be SAFELY and sufficiently installed and secured to the ground, from the moment the covering is erected at the start of market until immediately before it is taken down. It is anticipated that local authorities (fire/safety/police) will regularly inspect for security of coverings and the following guidelines may be amended at anytime, including on the day of market. If canopies/coverings are inadequately secured, Market Management will ask Vendor to remove and either sell without it or leave the market that day.

The minimum guidelines for canopy/covering securing include:

- Twenty Four (24) pounds per leg for canopies (10x10 canopy); at least 50 pounds for an umbrella
- Larger canopies will require adherence to manufacturer specifications prior to use
- Weights used should not cause their own safety hazards such as trip hazards
- Weights should be tethered with lines that are clearly visible
- Canopy weights should have soft edges and must be securely attached to the canopy
- Canopy weights should be affixed so as to be secure and safe from passing pedestrians

4. Vendors shall be responsible for setting up their space, keeping it clean, and breakdown and removal at the end of every market day. Vendors shall bring their own trash bags and shall not use nearby public or private trash receptacles for disposal of produce boxes and unsold produce. All trash shall be removed from the site and disposed of by Vendor. An additional fee may be imposed for failure of a Vendor to comply with setup/break-down and cleanup rules.

5. NO FIREARMS, NO ALCOHOL AND NO DRUGS: These are strictly prohibited at the Market. Vendors shall not smoke at the Market. Customers will be strongly encouraged to not smoke at the Market, however Vendors shall be responsible for any cigarette butts in or around their stall space.

6. All Vendors must dress appropriately and shoes and shirts are required. No dogs (other than service animals) or other pets or livestock shall be permitted in Vendor stalls without the express prior permission of the Market Manager. Customers will be permitted to bring dogs to the Market.

7. Refrigeration and ice will be the sole responsibility of Vendors requiring same for the sale of their products. Market Management cannot guaranty the provision of electricity to Vendors. An additional charge may be imposed if electricity is provided by the Market.

8. Vendors may publicize their affiliation with the Market for a period of up to one year from their most recent actual participation in the market. This privilege may be revoked at any time by the

Market. By their participation in the Market, each Vendor agrees that the Market may publicize Vendor's participation in the Market for a like period of time.

9. Per requirements of the City of Sandy Springs, there shall be no soliciting by political, religious, or other "special" cause groups or individuals permitted at the Market.

10. No Vendor or anyone acting on Vendor's behalf shall deface or damage the buildings, pavement, or other physical equipment of the Market, including all property owned by the City of Sandy Springs. Persons causing such damage shall be financially responsible for the cost of repairs or replacements. Such damage shall include, but not be limited to buildings, grounds, vehicles, and any other property owned and/or operated by the Market.

11. All Vendors shall ensure that recycling of materials takes place for all event related refuse to the extent reasonably practical which shall include but not be limited to the placement of recycling bins upon the site and the disposal of all recycled materials with a certified recycling facility.

Compliance with Laws, Rules and Regulations

Health Regulations: While the Market Manager is not an enforcement body for health, fire and police departments, cooperation with these departments is essential. All Vendors shall comply with the sanitary procedures as outlined by the jurisdiction in which the product is grown or produced as well as the City of Sandy Springs, Fulton County, and the State of Georgia. Any Vendor found selling contaminated foodstuffs or produce, or violating applicable laws, rules or regulations, or otherwise selling in the Market without proper health precautions, shall be in violation of the Market rules and regulations. Specific questions regarding applicable codes and regulations shall be directed to the appropriate agency.

Labeling and Advertising: All Vendors shall clearly label products as necessary and in accordance with all applicable local, state and federal rules and regulations. In addition, Vendors are encouraged to educate market customers regarding the production of their products. Vendors shall be required to label and advertise truthfully and to respond to customers' questions in a like manner. Vendors promoting certain production practices as having certain specific health or nutritive or other benefits must be prepared to support such claims by evidence or studies under recognized guidelines established by applicable local or state agencies. Vendors desiring to label products as "Organic", "Certified Organic", "pesticide-free" or similar designation must provide evidence of compliance with applicable rules or guidelines for such assertions.

Pricing, Weights and Measures: Vendors, as individual entities separate and apart from the Market, shall be responsible for setting their own prices and do not require advance notification to, or approval from, Market Management. Weights and measures shall be in accordance with all applicable local, state and federal rules and regulations. Scales must be approved by Georgia Department of Agriculture (or subsequent authority governing scales) and shall bear current inspection stickers. A printed price schedule for all products offered by Vendor must be available at all times for review by Market Management or prospective customers.

Inspections: Vendors shall fully cooperate with local or state government inspections requested during the market. Vendors further agree to assist and cooperate with Market Management for requested inspections at farms or other production facilities. Failure to comply may result in suspension or ejection from the Market.

Sales Taxes and Permits: Each Vendor is responsible for collecting and remitting sales taxes, where applicable. Vendors are responsible for required permits and licenses, which shall be made available to Market Management at the time of application and shall at all times be available for inspection at the Market during market hours.

Independent Business Entities; Hold Harmless and Insurance: All Vendors shall operate as independent business entities and legal requirements for business licenses, sales tax, etc. shall be the sole obligation of each individual Vendor. All Vendors participating in the Market shall be individually and severally responsible to the Market (SSFM, LLC) for any loss, personal injury, death, and/or other damages (including property damage) that may occur as a result of the Vendor's negligence or that of its agents and employees, and all Vendors hereby agree to indemnify and save the City of Sandy Springs, Georgia and the Market (SSFM, LLC) and its representatives harmless from any loss, costs, damages and other expenses, including attorney's fees, suffered or incurred by the Market by reason of the Vendor's negligence or that of its agents and employees: provided that the Vendors shall not be responsible nor required to indemnify the Market for gross negligence of the Market's agents and employees. Neither the Market nor the City of Sandy Springs is responsible for theft or damages to property belonging to persons participating in the Market, and Vendor shall be solely responsible for items left unattended during or at the conclusion of the Market.

No insurance is provided by the Market or Market Management to participants in the Market. Each Vendor must carry his/her/its own general liability and product liability insurance in an amount not less than $300,000 and must be prepared to present it at the Market. The policy shall name SSFM, LLC, the City of Sandy Springs, Georgia and other entities, if determined necessary, as additional insureds, and shall also maintain other coverage as required by law. Each vehicle must be covered by vehicle liability insurance to cover any vehicle related incidents. A copy of Vendor's Certificate(s) of Insurance must accompany its application to the Market.

No Right to Transfer: Vendor shall not have the right to transfer or assign its space in the Market. Any new Vendor must apply to and be accepted by Market prior to participating in the market.

Vendors and Specific Vendor Requirements: The Market will seek Vendors offering fresh and high quality products, produced locally wherever possible. The Market will actively seek local and regional farms to participate in the Market. In addition to fruit, vegetables, dairy (eggs and cheese) and meat, the Market may include other market-appropriate offerings detailed below. In meeting the objectives of a community market, local merchants may be invited to participate, including chef/restaurant demonstrations, related product demonstrations and special holiday and seasonal markets. Further, recognizing the diversity of the community, space may be made available for products reflecting such diversity, though consistent with the ideals and mission of the market.

No Exclusive Rights: Vendors shall not be guaranteed an "exclusive" right to sell any food or product category, though Market Management reserves the right in its sole discretion to manage the balance of offerings at the Market, and to limit the number of Vendors in some product categories.

Market Fees: Fees will be assessed per schedule established from time to time by Market Management. Fees may include application/seasonal plus weekly market stall fees. Non-profit organizations selling goods will not be exempt from fees, although some community organizations not selling competing goods may be invited to participate in the market from time to time without fee or charge.

Violations, Complaints and Dispute Resolution: If a Vendor violates the Market rules and regulations with respect to health, legal or similar requirements (licensing, labeling, production practices, insurance, etc.) or not pay applicable fees, the Market Manager will either suspend the Vendor pending resolution of the violation or permanently eject the Vendor from the Market. Non-health or legal requirement violations of the rules and regulations (failing to be punctual or failure to show, space violations, deviations from agreed product categories, etc.) will generally result in a warning to such Vendor to take corrective action or, in the sole discretion of Market Management after multiple warnings, suspension or permanent ejection from the Market. Further detailed consequences for violations may be promulgated. All decisions of Market Management with respect to interpretation of the Market's rules and regulations shall be final. Market Management reserves the right to modify/change these rules at any time.

EXHIBIT D

CERTIFICATION OF CONTRACTOR

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____, _____, _____ _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at *http://www.dol.state.ga.us*, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at *https://www.vis-dhs.com/EmployerRegistration*, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at *http://www.dol.state.ga.us*.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____ Signature: _____

Title: _____

EXHIBIT E

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____, _____, _____ _____, and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____ Signature: _____

Title:_____

EXHIBIT F

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance as required by law but in any event, no less than the following:

(a) Employers Liability:

Bodily Injury by Accident - $300,000 each accident

Bodily Injury by Disease - $300,000 policy limit

Bodily Injury by Disease - $300,000 each employee

2. Comprehensive General Liability Insurance

(a) $300,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
(b) Blanket Contractual Liability
(c)I Blanket "X", "C", and "U"
(d) Products/Completed Operations Insurance
(e) Broad Form Property Damage
(f) Personal Injury Coverage

3. Automobile Liability

(a) $ 300,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) $300,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Sandy Springs, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection

with liability of the City of Sandy Springs and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building-500, Sandy Springs, Georgia 30350.