



FARMERS MARKET AGREEMENT FOR MAYOR AND COUNCIL OF SNOW HILL

THIS FARMERS MARKET AGREEMENT (“Agreement”) is entered into as of _____, ____, 2025, by and between _____, (“Farmer”) and the Mayor and Council of Snow Hill (the “Town”), collectively the “Parties”.

WHEREAS, the Town desires to support local farmers by providing a location for a farmers market and said Farmer desires to sell his/her produce and/or locally made products to customers in the Town.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

I. TERM

1. The term of this Agreement shall be from May 2, 2025, until the Farmers Market closes in the fall of 2025, or unless sooner terminated as provided herein. Neither the Town nor the Farmer has an obligation to renew this Agreement.

II. STATEMENT OF RULES

1. The purpose of the Farmers Market is to support local farmers and to provide fresh produce and locally made products to local residents.
2. The Farmers Market will operate on **Thursdays from May 1, 2025**, through at least **October 30, 2025**, although the actual ending date may vary with the growing season and product availability. The Market is located in the Green Street Parking Lot behind Snow Hill Town Hall. The hours of operation will be 12:00 noon through 5:00 p.m.
3. Set-up for the Farmers Market begins at 11:00 a.m. and selling begins exactly at 12:00 noon. No sales or bagging is allowed before 12:00 noon.
4. Farmer must request this Agreement from the Market Master, execute the same and submit it to the Market Master in Snow Hill Town Hall. The Market Master will maintain a waiting list (numbered and dated) of interested farmers/vendors, if necessary. A fully executed Agreement will be returned to Farmer if space is available.

5. This is a “producer only” market. All vegetables, fruits, herbs, tree nuts, flowers, and plants sold at the Farmers Market **must be grown** by the Farmer. **No re-selling** is permitted. All Farmers agree to on-site inspections of their growing operations. Any non-produce item crafts and art must be handcrafted by the Farmer. All food products shall be locally grown or handmade by the Farmer (to include baked goods).
6. Farmer shall comply with all applicable federal, state, and local governmental laws and regulations, and obtain any and all necessary licenses and permits and provide documentation of such compliance.
7. Farmer shall set-up and sell on all market days. If an absence is unavoidable, the Farmer is asked to phone the Market Master at Snow Hill Town Hall (410-632-2080), or send an email to Imcallister@snowhillmd.com as soon as possible.
8. Farmer shall maintain their stands in a neat and orderly fashion. They are encouraged to create attractive booths for selling and to have their business names clearly displayed.
9. Farmer shall remove all debris from their stand area at the end of each market day.
10. Farmer shall operate their stands in a safe manner. Farmer is required to make immediate safety changes when directed to do so by the Market Master. All awnings, canopies, and pop-up tents must be secured for safety.
11. Farmer shall treat fellow vendors and/or customers with respect. Harassment, discrimination, or abuse of any kind will not be tolerated, and may result in termination of this Agreement.
12. Upon the Town’s receipt of any written or oral complaint by a fellow farmer or customer, the Town will investigate the complaint and if said complaint is substantiated, the Town shall notify the violating farmer of the same by a written warning that is both mailed and emailed to the violating farmer. If, after the warning is delivered to the violating farmer by mail or email, the Town receives another subsequent written or oral complaint involving the same farmer and after investigation said claim is substantiated, the Town shall notify the violating farmer in writing that its Farmers Market participation privileges are immediately revoked, and this Agreement terminated upon the date that said notification is sent to the violating farmer. The notification shall be both mailed and emailed to the violating farmer. The violating farmer is thereby prohibited from participating in the Farmer’s Market for the remainder of that calendar year.
13. Farmer agrees to cooperate in occasional business and customer surveys.

III. TERMINATION

The Parties hereto shall have the right to terminate this Agreement upon sending a written notice to the other party fifteen (15) calendar days in advance. Termination notices from the Farmer should be mailed to: The Town of Snow Hill, 103 Bank Street, Snow Hill, Maryland 21863. Termination notices to the Farmer shall be mailed to the address provided below.

IV. SEVERABILITY

If any provision or part of this Agreement is deemed by a Court of competent jurisdiction to be legally unenforceable, to the extent permitted by applicable law, the remainder of

