

**Collier County Parks and Recreation  
Community Market Facility Use Agreement (Long-Term)**

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This Community Market Facility Use Agreement (Long-Term), is entered into on \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter "Community Market Manager") and Collier County, a political subdivision of the State of Florida.

WHEREAS, the Collier County Board of County Commissioners has publically advertised the intended use in order to afford interested parties an opportunity to submit a competing proposal or objection to the Agreement; and

WHEREAS, Collier County has considered all competing proposals and objections and hereby awards this Agreement to the Community Market Manager named herein.

Market Name	
Market Manager	
Telephone and cell phone	
Mailing Address	
Email Address	
Market Dates	
Market Times	
Market Location	
Specific location within park	
Number of vendors (maximum/minimum)	
Types of items to be sold including whether any items are prohibited. (Fireworks are always prohibited.)	
Rental rate	Negotiated contract rate. Payment due at signature.

**A. Duties and Responsibilities of the Community Market Manager:**

- 1) Ensure proper management of all traffic in and out of the site for the event.
- 2) Properly notify all emergency responders in advance of the event.
- 3) Ensure access to adequate restroom facilities.
- 4) Ensure compliance with all prevailing sign ordinances governing the event.
- 5) Required to be on site at the Market during all operating hours.
- 6) Enforce the rules of the Market and notify required authorities of any violations including the Code Enforcement Department or law enforcement agencies.
- 7) Actively recruit new producers/vendors to expand the variety or products for sale.
- 8) Distribute and explain market policies, procedures, rules and regulations.
- 9) Collect rental fees from vendors and maintain accurate records of payment. These documents are public records pursuant to Ch. 119, Florida Statutes, Florida's Public Records law.
- 10) Assign vendor spaces.
- 11) Verify that all vendors distributing food or beverage, whether by sale or donation, have the appropriate food licenses and permits as required under all applicable laws and comply specifically with Florida Department of Agriculture and Consumer Services requirements for food safety .
- 12) Stress to the vendors the importance of high quality, fresh products.
- 13) Assure the market is operated in a timely and efficient manner and that sales only occur within the established market hours.
- 14) Settle or prevent disputes among the vendors as well as disagreements arising between shoppers and vendors.
- 15) Have a clear procedure in place for any emergencies that may arise. Call law enforcement as necessary.

- 16) Ensure timely wrap-up and clean up of the event site.
- 17) Work with the County's designated representative to resolve any issues that might arise pertaining to the event.
- 18) Maintain compliance with all applicable local, State, or Federal laws including the applicable sections of the Collier County Land Development Code.
- 19) Obtain and maintain required local, State, or Federal permits at no expense to the County (see attachments "A" and "B").
- 20) Timely provide rental payments to the County.
- 21) The Community Market Manager may not assign this Agreement, or any part hereof, without prior written approval of the Board of County Commissioners. Any attempt to assign without such approval shall be void.
- 22) Proof of insurance satisfactory to the Collier County Risk Management Department is required to be provided at the time of signature. Terms of the insurance are pursuant to requirements set forth in Attachment "C" to this Agreement.

**B. Community Market Facility Rental Rules and Regulations:**

- 1) Collier County reserves the right to object to any particular Vendor.
- 2) Vendors must obtain, display and keep current all applicable federal, state and County licenses, insurance, and/or permits. All Vendors are required to display business names at all times.
- 3) Food booths must have hand wash sinks, employee(s) must have hair tied back and wear plastic gloves when serving food, according to health code guidelines.
- 4) Sales tax, when required by the State of Florida, is the responsibility of the Vendor.
- 5) Vendors shall conduct themselves in a professional manner, respect other vendors and customers. Unacceptable behavior includes profanity, throwing items, hawking items, or

make inappropriate comments or gestures. Clothing worn by vendors and vendors' staff shall not contain profanity or obscene images or words.

- 6) All product labeling shall be truthful and accurate and adhere to the requirements set forth by the State of Florida. Any claims such as organic, pesticide-free, origin, gluten free, free range, sugar free, etc. must be substantiated. Any intentional false claims shall be cause for immediate removal from the Market.
- 7) Under no circumstance(s) will fireworks of any kind be authorized for sale.
- 8) The Collier County Parks and Recreation Director or his designee may direct the Community Event Manager to alter, curtail or eliminate a specific activity determined to be inappropriate or detrimental to the facility at any time and without prior written notice.
- 9) This Community Market Facility Use Agreement (Long-Term) shall terminate on \_\_\_\_\_. There is no right to renewal.
- 10) Should the Community Manager wish to renew this Agreement, the Community Manager must request a renewal at least 30 days from the end date of the Agreement. Renewal is subject to approval by the Board of County Commissioners at a regularly scheduled Board meeting.
- 11) There shall be no discrimination as to race, sex, color, creed or national origin at Community Market events.

**C. No Partnership:** Nothing herein contained shall create or be construed as creating a partnership between the County and the Community Market Manager or to constitute the Community Market Manager as an agent of the County.

**D. Cancel or Postpose a Community Market:** Collier County reserves the right to cancel a Community Market event date at the County's sole discretion and without prior written notice. Parks and Recreation Division events or other Board approved public events shall take precedent over a Community Market.

**E. Termination of a Community Market Facility Use Agreement:** This is an at-will Use Agreement terminable by either party with or without cause on 10 days written notice to the other. During the notification period, both parties agree to meet their respective contractual obligations in good faith. The Agreement may be terminated by the County immediately due to any material breach of this Agreement, including, but not limited to, failure of the Community Market Manager abide by the terms and conditions set forth herein. The County shall be sole judge of non-performance.

**F. Indemnification:** To the maximum extent permitted by Florida law, the Community Market Manager shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Community Market Manager or anyone employed or utilized by the Community Market Manager in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County. Collier County's liability is subject to the limits of sovereign immunity set forth in Section 768.28, Fla. Stat.

The parties hereto have made and executed this Community Market Facility Use Agreement (Long-Term).

**FOR: COMMUNITY MARKET**

By: \_\_\_\_\_  
Community Market Manager

STATE OF FLORIDA                    )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

Before me a notary public, the undersigned authority, personally appeared, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Name - Typed, Printed or Stamped

ATTEST:  
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA,

\_\_\_\_\_  
, Deputy Clerk

By: \_\_\_\_\_  
Tim Nance  
Chairman

Approved as to form and legality:

\_\_\_\_\_  
Colleen M. Greene  
Assistant County Attorney

