



## 2017 Market Stall Reservation Application | Non-Profit

Organization Name \_\_\_\_\_

Non-profit Tax ID or Certification: \_\_\_\_\_

Contact Name \_\_\_\_\_

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

Email Address \_\_\_\_\_

Website \_\_\_\_\_ Facebook Page URL \_\_\_\_\_

Cell Phone \_\_\_\_\_ Second Phone \_\_\_\_\_

Best way to reach you:      Text      Phone      Email

Please describe the intent of your participation and/or specific solicitation at the market.

Please include or attach a list of materials that will be present at the market.



## **Solicitation Policy**

Any non-profit organization, association and/or group must have any solicitation activity pre-approved prior to participating in the market. Any attempt at an oral or written request, offer or enticement or action which indicates the availability to provide services for compensation or which seeks to purchase or secure services or goods; the purchase or sales of goods; a request for money or other property or a contribution of money or other property is strictly forbidden without prior written permission.

## **Terms & Conditions**

### **1. Fees and Responsibilities:**

- a. A \$25.00 fee per attendance will be charged for any vendors using requiring electricity use. Fees are due and payable in advance each month. Make checks payable to: Yacht Haven Grande. Please include "Farmers' Market Electricity Fee" in note field.

Mail checks to:

Yacht Haven Grande  
Attn: Marketing Manager  
5304 Yacht Haven Grande  
Suite 100  
St. Thomas, VI 00802

- b. VENDOR will be solely responsible for and shall pay for all promotion, advertising, ticket sales and collection, and any/all costs related to their operation.
- c. VENDOR is responsible for understanding and abiding by the specific Market Rules and Regulations as described in the Vendor Handbook.
- d. YHG provides space to VENDOR and electricity as needed ONLY. VENDOR is solely responsible for all booth and display equipment, including but not limited to tent(s), table(s), chair(s), display items, signage, extension cords, lights, etc.
- e. VENDOR is responsible for their own load-in and load-out. YHG will reserve a section of the parking lot closest to the market area to facilitate ease of vendor load-in and out.

### **2. Insurance**

The Shops at Yacht Haven Grande 5304 Yacht Haven Grande, Suite 100, St. Thomas, VI 00802  
+1 340.775.8200 | shopsatyhg.com



- a. VENDOR at their own expense will obtain and maintain general liability insurance and applicable FARMERS' MARKET EVENT coverage in the amount of \$1,000,000, and adding Yacht Haven USVI LLC, A.T.I.M.A. as additional named insured and as certificate holders with the mailing address of:  
Yacht Haven USVI LLC  
Attn: Marketing Manager  
5304 Yacht Haven Grande, Suite 100  
St. Thomas, VI 00802
- b. Certificates evidencing such coverage(s) and indicating that such coverage(s) will not be cancelled or amended in any way without prior written notice to YHG shall be delivered to YHG at least two (2) weeks prior to the FARMERS' MARKET EVENT. Failure to provide certificates will result in cancellation of the VENDOR application.
- c. All insurance policies shall be issued by companies rated "A VIII" or better by A.M. Best and in good financial standing duly and fully qualified and licensed to do business in the U.S. Virgin Islands or otherwise acceptable to YHG.

### 3. Indemnification and Liability

- a. VENDOR shall defend (inclusive of an all defense costs), indemnify and hold harmless YHG, its Managers, Officers, agents and employees from and against any claims, damages, suits, costs, expenses (including reasonable attorney fees), liability, actions or proceedings or any and all nature whatsoever, and any and all loss of or damage to property, injuries to or death of any person or persons, including property of YHG in any way resulting from or arising from or out of, directly or indirectly, VENDOR use or occupancy of the Licensed Facilities, or any part thereof, including acts of negligence or omission of the employees, representatives or agents of VENDOR.
- b. YHG is not liable to VENDOR for any loss or damage to any property of VENDOR or for the injury to any person attending the FARMERS' MARKET EVENT or persons employed by VENDOR about VENDOR use of the Licensed Facilities.
- c. YHG's liability to VENDOR and to any and all persons claiming by and through or under VENDOR, for any good faith failure or inability by YHG to provide the Licensed Facilities as agreed upon for the period of the Agreement or for any valid cancellation of this Agreement, shall be limited to the refund of advance payments made by VENDOR to YHG less any cost incurred by YHG in connection with the preparation, execution, or enforcement of the Agreement or costs incurred pursuant to this Agreement. YHG shall have absolutely no liability to any to any third party for a valid cancellation of this Agreement and VENDOR shall indemnify, hold harmless and defend YHG against any and all such claims.



#### 4. Miscellaneous

- a. YHG retains the right at all times to enforce all rules and regulations of any lawful authority; has the right access the leased facility at all times, and has the right to eject all persons refuse to comply with the rules and regulations covering the use of the Licensed Facilities, or who otherwise violates any law, rule, or regulation of local, territorial, or federal government and/or YHG.
- b. VENDOR agrees to abide by and conform to all rules and regulations adopted by or authorized by YHG for the government and management of the Licensed Facilities, to take proper care of Licensed Facilities, and to quit and surrender to YHG the Licensed Facilities in the same condition as they were in immediately prior to setting up for the FARMERS' MARKET EVENT, acts of God and ordinary use and wear excepted.
- c. FARMERS' MARKET EVENT agrees to abide by all the policies and procedures included in the attached "Policies and Regulation" document.
- d. In the FARMERS' MARKET EVENT that either party shall be interrupted or delayed in completing performance of its obligations hereunder by an act of God or any other occurrence whatsoever which is beyond the control of the parties hereto, then it shall be excused from such performance.
- e. This Agreement contains the entire agreement of the parties with respect to the matters set forth herein and may not be modified except in writing signed by both parties.
- f. If any provision of this Agreement or the application therein to any person or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- g. No covenant or condition of this Agreement can be waived except by written consent of the parties hereto. No waiver of any provision of this Agreement, whether by conduct or otherwise, in any one or more of instances shall be deemed to be or be construed as a further or continuing waiver of any such provision, or any other provision or condition of this Agreement.
- h. This Agreement and all the provisions hereof cannot be assigned by either party without the express written consent of the other party.
- i. This Agreement shall be governed by the laws of the Territory of the U.S. Virgin Islands and is binding on the successors and assigns of the parties.



### **General Policies and Regulations**

1. Actions or behaviors, including threats, which endanger the safety of others or which cause injury to another person are prohibited. This prohibition addresses any assaults or fighting.
2. Intimidation or harassment, including phone and computer harassment of other is prohibited.
3. Verbal abuse or harassment of an YHG staff member or any of its representatives, while the individual is carrying out duties and responsibilities associated with his/her position, is not permitted.
4. Disorderly or indecent conduct is prohibited.
5. The stealing or unauthorized possession of YHG or any tenants' personal property is prohibited.
6. The damaging, defacing or deliberate destruction of YHG property or personal property is prohibited.
7. The moving of furniture and /or equipment without prior written permission from YHG is not allowed. If such permission is given anything moved will be returned to their original position(s) after FARMERS' MARKET EVENT or VENDOR will be responsible for the costs incurred by YHG to restore items to original position(s). VENDOR will not drive, or permit to be driven, nails, hooks, tacks, screws into any part of buildings, facilities and/or equipment and will not make any alterations or any kind therein; no bills, signs or other articles shall be pasted, nailed, or otherwise attached to a part of the interior or exterior of buildings or facilities in any manner.
8. Tampering with or misusing fire alarms or fire safety equipment, including smoke detectors, is an offense which jeopardizes the safety of members of the community and is prohibited.
9. The unauthorized entry into or use of YHG facilities, as well as the illegal possession, duplication, or unauthorized use of keys to any portion of the YHG facility is prohibited.
10. The sale, possession, purchase, or use of any explosives, fireworks, incendiary devices, dangerous chemicals or use of open flame is prohibited.
11. Committing acts of arson, or creating a fire hazard of any kind, is prohibited.
12. Possession and/or use of firearms, air guns, BB guns, bows and arrows, spear guns, other dangerous and/or illegal weapons of all sorts, gunpowder and ammunition is prohibited.
13. No person shall possess, use, or distribute illicit drugs or drug paraphernalia.
14. No person under the age of 18 will be allowed to possess, purchase or consume alcohol.
15. No person will be permitted to provide an individual under the age of 18 with alcohol.
16. YHG is not responsible for lost, stolen or damaged articles.
17. Skateboards, in-line skates and/or rollerblades are not allowed anywhere on YHG property.
18. All trash must be removed from the licensed facilities immediately after the FARMERS' MARKET EVENT.
19. YHG must be notified immediately of any and all accidents, losses, damages, or claims.
20. YHG requires that all security be coordinated with YHG Head of Security-including any security required outside any YHG property for additional parking or otherwise.



21. The sale or distribution of glass bottles is prohibited.
22. Access to the Yacht Haven Grande Residences Condominiums or Condominiums common areas will not be given to any non-resident, unless registered and approved by a resident and YHG Security at least four (4) hours before the advertised start of the FARMERS' MARKET EVENT. Access cards will not be issued to guests.
23. Unauthorized filming or recording of the FARMERS' MARKET EVENT will not be allowed.



I agree to observe and obey the terms and conditions in the YHG Farmers' Market Rules and Regulations. I agree to cooperate with the market manager and pay any required fees. I understand that this application/agreement is valid for 12 months, and my stall participation is reserved in 30-day increments. Each 30-day increment renewal of selling privileges is automatic, unless negative compliance occurs, including but not limited to: cooperation and positive relations with the market manager, quality of products, consistent attendance, adherence to market rules and regulations, adherence to the relevant and applicable USVI laws regarding food production, processing, handling, and sales.

I will maintain vehicle liability insurance, for the vehicle used that market day, and where applicable, product liability insurance, in effect while I am participating at the market.

I hereby declare that I have the authority to sign this agreement as the participant owner or owner's representative.

I agree that any dispute that arises between myself and YHG or between the participating business and YHG and any other person(s) and/or entity(ies) related to the participation in YHG market shall be resolved per the process outlined in the General Terms and Conditions.

YACHT HAVEN USVI LLC

BY: Phil Blake, General Manager

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

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