

Central Oregon Locavore Marketplace Vendor Agreement Form

The Central Oregon Locavore (COL) Marketplace is a year-round, bricks-and-mortar farmer's market that helps connect local farmers and producers with local customers. Our Marketplace provides you, the Vendor, with an outlet for your products year-round, affording you an opportunity to boost your sales without the need for you to spend time and money on marketing and sales work. There are no contractual obligations for you, the Vendor, when your products are sold at the Marketplace. However, in order to operate in the most efficient, equitable, and ethical way possible, the Marketplace Team asks Vendors to adhere to the below Terms & Conditions.

Please read these Terms and Conditions and sign below if you would like to sell at the Marketplace and agree to them. Please don't hesitate to discuss any questions or concerns with the Market Manager.

Terms & Conditions:

Our Operational Structure:

- * Please be mindful that Central Oregon Locavore is a non-profit organization and is not your typical retail grocery store. Much of our work is dependent upon volunteer assistance. While we may not be able to work at top-notch, lightning-speed efficiency, we do try our very best to serve you in a timely and professional manner.

Sales:

- * As a vendor of Locavore's Marketplace your products will be sold on a consignment basis.
- * Retail market prices are agreed upon by both the producer and the Market Manager.
- * Vendors receive payment by check for sold products on a monthly basis, paid in the first week of the following month (e.g., all sales in May are paid the first week of June). Checks will be sent out via our bank, Mid Oregon Credit Union.
- * As a vendor at the Marketplace you are not guaranteed to be the only seller of your particular type of product.

Product Priorities:

- * The Marketplace gives priority to local food products. While we are more than happy to support our local artists and non-food producers, please be mindful that food products will take precedence, particularly when space availability becomes a limiting factor.
- * As a Marketplace vendor you are not guaranteed as a permanent vendor within the market. The Market Manager reserves the right, at any given time, to decide to no longer sell your product and will kindly ask you to remove your product from the Marketplace's inventory.
- * The Marketplace determines what products to sell by assessing each product in terms of its locality (where it is grown, produced, sourced, and distributed), economic impact, environmental stewardships, nutrient density, impact upon food security, and role in building community. Products that more strongly fulfill the above categories are given precedence over those with weaker standards.

Deliveries:

- * Products sold by weight (price per unit weight) will need to be weight-verified with COL's certified scale during drop-off. Differences between the vendor's inventory list and COL's weight verifications will be rectified at this time.
- * All delivered products shall be accompanied by a hard-copy (paper) inventory list. Products will not be placed in the Marketplace until the inventory list is received and if dropped off improperly, product

storage while waiting for the inventory list cannot be guaranteed. The inventory list will include the name of the product, the number of each product, the sales unit (pound, ounce, bunch, package, bottle, etc.), the price you expect to receive from COL for the sale of each unit (wholesale price), instructions for disposal of perishable items, and anything special about your product you would like the customer to know. These items are shown on the Example COL Inventory Delivery Form. If you are concerned about the retail price that COL will set for your product, it is your responsibility to discuss/suggest that price with the Market Manager.

Weighing & Pricing for Items Sold by Weight Units

- * COL has its own certified scale which must be used to sell products by weight units (e.g. items whose sale price will vary with their weight such as meat, cheese, grains, and other bulk items). Therefore, the inventory Drop-Off process will include product weight verification for such items and modifications to the inventory list may be necessary.
- * Vendors should not print retail prices on products sold by weight unless approved by the Market Manager.

Shelf-Life & Shelving:

- * All perishable products must have a sell-by date visible on the product; this is the Vendor's responsibility.
- * Please provide instructions to the Market Manager for discounting, disposal or return after it reaches its sell-by date. You may also indicate if you would like to sell the product at a discounted price near the end of its shelf life (or at some other specified time during the week, such as Saturday afternoons). The invoice form is a good place to provide these instructions when you drop off your products.
- * While the Marketplace team does everything reasonably possible to ensure products are appropriately stored and cared for, we cannot guarantee all products will be sold before quality and freshness deteriorate. In cases where product losses are unquestionably caused by faulty Marketplace operations (e.g., extended power outages, spills), COL will take responsibility for damaged or lost product.
- * If a product can no longer be sold due to loss of freshness or quality and the Marketplace does not have prior instructions for its disposal, the Marketplace team or Manager will contact you by phone and email to ask you to remove the product from the Marketplace or to provide further instructions. If you do not respond within 48 hours of first contact or do not remove the product within the timeframe told to the Marketplace team or Manager, the Market Manager may dispose of your product.
- * The Marketplace team will rearrange or move product displays as needed.

Communication

- * COL expects our vendors to be responsive to our calls or emails. In some cases, if you do not respond we may not be able to sell your product due to lack of information or low inventory. If the Manager does not hear back from you after three (3) attempts to contact you by various methods (phone call and email) or by the seventh day (one week) after the first contact, storage and display space for your product may be lost. As noted in the "Shelf Life" section, if you are not responsive within 48 hours (of the first call or email when the Manager is contacting you due to compromised product freshness or quality and the Marketplace does not have prior instructions for product disposal, the Manager may need to dispose of product based on best judgment (e.g. risk of cross-contamination, quality of product display, storage space for spoiled product, etc.)

I, _____, of _____
(printed name) (farm/product name)

have read and understood the above Terms & Conditions of the Central Oregon Locavore Marketplace and further agree to adhere to COL's delivery and communication protocols.

Signature: _____

Date: _____

**Please give us the following information so we can correctly address checks and contact you.
Please print clearly so we don't make a mistake getting the checks to you!**

Name of company or individual for checks: _____

Address: _____

City: _____ Zip: _____

Phone Number: _____ Mobile Number: _____

Email address: _____