

# 2023 SATURDAY MARKET MEMBERSHIP AGREEMENT

**BETWEEN: The Saturday Market, an Oregon not-for-profit corporation (Saturday Market)**

**AND: Member of Saturday Market (Member)**

## RECITALS

- A. Saturday Market grants Member a non-assignable right to use and occupy, during the time set forth below, a market space designated by the Saturday Market.
- B. The Market space will be used for the sole purpose of sale of merchandise created by Member to the public.

## AGREEMENT

1. **Annual Membership Fee.** Member agrees to pay to Saturday Market an annual membership fee of \$60.00 upon the signing of this agreement.
2. **Compliance with Saturday Market Guidelines.** Merchandise must meet the Saturday Market Guidelines which includes the right to erect a structure to protect and display such merchandise on the market space.
3. **Selling Fees.** Member may use and occupy the market space designated by the Saturday Market and agrees to furnish everything necessary for Member's marketing venture. Member shall pay to the Saturday Market a booth fee as published in the most recent Member Information Handbook plus 10% of gross sales for the use of market space on the Park Blocks. Gross sales shall include orders taken. The agreement does not address fees for Holiday Market which will be set forth in separate document.
4. **Reserved Spaces.** Reserved booth market spaces on the Park Blocks are assigned through the point system. Applications for a reserved market space may be made by filling out and turning in a "Wish List Request." Attendance one time per month in the reserved market space and a minimum of twelve times per season is required for all reserve holders. Reserved market spaces not claimed by their reserve holders by 8:15 a.m. on the day of Market will be made available to other Market Members. Reserved booth market spaces are reserved on seasonal basis, and paid for monthly (\$160/season at \$20/month min) or seasonally (\$150/season) by those Members who have been assigned a reserved market space. For each market day hereafter that Saturday Market grants use of a market space to the Member, the terms of this agreement shall be effective. Saturday Market shall have no obligation to hereafter grant such a permit.
5. **Covenants of the Parties.** The following shall be binding upon the parties:
  - 5.1 This permit is valid only for the 2023 Market season (April 2023-December 2023).
  - 5.2 Saturday Market intends to and expects Member to comply with all local, state, federal and special statutes or ordinances regarding public health, safety and welfare, and to use market space in a reasonable and non-offensive manner and subject to rules and regulations of Saturday Market in effect on date of use.
  - 5.3 Member may construct a structure in accord with the size and safety specification as found in the current Saturday Market Member Information Handbook. Member shall, at all times, ensure that such structure shall not encroach upon or obstruct public walkways or open space areas. Member shall promptly remove any offensive structure upon request of Market staff.
  - 5.4 Member shall not use any bottled gas, electrical devices, or hazardous materials without prior approval by Saturday Market. Member shall not injure or in any way deface the Market premises and shall not cause or permit anything to be done whereby such premises may in any manner be injured or defaced. Member shall indemnify and hold Saturday Market harmless from all damages for injury to the premises caused or permitted by the Member.
  - 5.5 Saturday Market assumes no responsibility whatsoever for any Member property placed upon the Market premises. Member agrees to indemnify Saturday Market against all loss and damage to the Member's property sustained by reason of occupancy by Member of the premises or any portion hereof.
  - 5.6 Should Member at any time occupy the premises in a manner contrary to this agreement or any rules and regulations of Saturday Market, or in any manner which is hazardous or offensive to the public or other Members, upon request of staff, Member shall immediately cease such conduct. Failure to immediately conform ones' conduct as requested shall be cause for revocation of this permit. Upon revocation, Member shall promptly vacate the premises. Upon failure to vacate, Saturday Market is relieved and discharged from all loss of damage occasioned by such removal, and shall not be responsible for safekeeping of property so removed.
  - 5.7 Failure or delay of Saturday Market to require performance of any provision of this agreement shall not

limit the right to later enforce that or any other provision.

**5.8** If suit or action is brought to enforce any terms of this agreement, the prevailing party shall be entitled to recover from the party attorney's fees and related expenses at trial or on appeal.

**5.9** This agreement by reference includes the provisions contained within the current Member Information Handbook and related Saturday Market literature. Such provisions may be periodically revised by the Saturday Market Board of Directors during the market season. It is the responsibility of Member to be aware of and comply with all Saturday Market rules and regulations.

## **6. Indemnification.**

**6.1 Liability.** Member agrees to indemnify, defend, and hold Saturday Market, its agents and employees, harmless from any claim for a personal injury which is not covered by Saturday Market's general liability policy including but not limited to any claim made for personal injury for a defective good or service sold or provided by Member, whether or not such claim is well founded.

**6.2 Tender of Defense.** In the event that a claim is made against Saturday Market which is covered by the provisions above, Saturday Market agrees to give written notice to Member, and tender the defense of the claim to Member.

**6.3 Reimbursement for Defense Costs.** In the event that Saturday Market gives notice to Member and tenders defense of a claim covered by paragraphs 3 and 4 above, and Member fails or refuses to accept the tender, Saturday Market may retain its own attorney to represent its interests with respect to the claim, and Member agrees to pay Saturday Market's defense costs, including reasonable attorney fees.

**6.4 Covenant Not to Sue.** Member covenants not to sue Saturday Market, its agents or employees for contribution or indemnity for any claim made against Member arising out of an injury caused by an act or omission of Member or its agents which is not covered by Saturday Market's general liability policy, including but not limited to any claim made for personal injury for a defective good or service sold by or provided by Member.

**6.5 Nondiscrimination.** Neither party shall discriminate as to race, creed, color, sex, religion, sexual orientation, age, nationality, or marital status.