

PENNSYLVANIA TURNPIKE SERVICE PLAZA FARMERS' MARKET PROGRAM

Agreement and Vendor's Acknowledgement of Rules and Procedures

The Pennsylvania Turnpike Commission (PTC) has approved the following Vendor to operate a farmers' market stand at a farmers' market located at certain Pennsylvania Turnpike Service Plazas (service plaza) along the Pennsylvania Turnpike, conditioned upon the Vendor's agreement to abide by and comply with the rules and procedures set forth herein. The Vendor is identified as follows:

Name of Vendor: _____
Business Address: _____
Business Telephone Number: _____
Cellular Telephone Number: _____
Business E-mail Address: _____

This Agreement sets forth the rules and procedures under which the Vendor agrees to operate. The signature of the Vendor below is an acknowledgment by the Vendor that he/she: (1) has read this Agreement thoroughly; (2) understands its contents; (3) agrees to abide by the rules and procedures set forth herein; (4) has been provided a copy of this Agreement; and (5) understands that failure to abide by the rules and procedures of this Agreement may result in the Vendor being required to cease operations and remove his/her products from PTC property.

This Agreement is not effective until a valid certificate of liability insurance and a valid certificate of automobile insurance are included with the Vendor's application and approved by the PTC. Please see Sections 3.l. and 3.m. below for additional information and the insurance requirements.

1. Purpose of the Turnpike Service Plaza Farmers' Market Program.

The purpose of the PTC's Service Plaza Farmers' Market Program is: (a) to provide support for farmers who operate a profitable, well-organized, and managed retail outlet; (b) to promote Pennsylvania-produced agricultural products; and (c) to provide Turnpike travelers with an opportunity to purchase locally grown, high quality Pennsylvania agricultural products at a competitive price and convenient location.

2. Business Coordinator.

a. If there are two or more Vendors operating at the farmers' market at a single service plaza location, they shall elect or agree upon a single "Business Coordinator" to represent their market.

b. The Business Coordinator shall serve as a contact person through whom information from PTC shall be distributed to the other Vendors at their respective plaza location. The Vendor shall cooperate with the Business Coordinator and shall not impede or interfere with the Business Coordinator performing the duties described herein.

c. If the Vendors are unable to agree on a Business Coordinator, PTC shall appoint one from among the Vendors.

3. Vendor Responsibilities.

a. The approval of a Vendor by PTC is only valid for a single market season, which runs from April 1st to November 30th. A Vendor must obtain the approval of PTC to operate a farmers' market stand at a service plaza location *each season*.

b. New vendors or returning vendors must submit a Vendor application to PTC at least 30 days in advance of the April 1st start of the market season. The application must be approved by PTC *before* the vendor can operate at a service plaza location. The April 1st deadline may be extended at the discretion of PTC.

c. A Vendor application will not be considered "submitted" until it is received by PTC (whether by mail, e-mail, personal delivery or other means) at the following address:

Pennsylvania Turnpike Commission
Attn: Concession Services
P. O. Box 67676
Harrisburg, PA 17106-7676
mtressler@paturnpike.com

d. The Vendor shall provide to the appropriate Business Coordinator the days that the Vendor is available to staff his or her stand. The Business Coordinator shall plan a schedule to ensure that the farmers' market has at least three or more vendors for each day that the farmers' market is open. If there are less than three vendors operating at a location, PTC will work with the vendors to develop a schedule.

e. The Vendor shall provide to PTC a monthly report of its gross sales, on a form to be provided by PTC, distinguishing between gross sales attributable to unprocessed agricultural products and gross sales attributable to value added products as defined in Section 7. The report shall be submitted to PTC by the means or at the address set forth above by the 15th of the month following the month in which the sales were incurred. For example, if a report is due for the month of June, it must be received by PTC at the referenced address by July 15.

f. If the Vendor fails to report gross sales in the manner and within the time described in the preceding paragraph, PTC may revoke the Vendor's approval to operate at the service plaza location(s). PTC shall provide the Vendor with notice of its failure to submit the required report and provide the Vendor with 15 days to cure the failure. If the Vendor fails to cure within the 15-day grace period, the Vendor shall vacate the premises immediately. Such notification shall be sent to the Vendor by e-mail or first-class mail addressed to the Vendor at the address listed above. It shall be the Vendor's responsibility to notify PTC of an address change.

g. The Vendor shall charge reasonable prices for products it sells. In addition, the Vendor shall not undercut another vendor by pricing products below profitable levels. Any grievances between vendors, including, but not limited to, product pricing shall be submitted to PTC through the Business Coordinator for final resolution, which shall be binding on the vendor(s).

h. The Vendor shall not offer low-quality products for sale or misrepresent the quality of any product.

i. The Vendor shall keep his/her farmer's market stand area clean, neat and litter-free. The Vendor shall also work cooperatively with other vendors to keep the common farmers' market area clean, neat and litter free. Failure to keep the common area clean, neat and litter-free may result in revocation of all vendor approvals to operate at the service plaza location(s) or the revocation of the offending vendor's approval. The Vendor shall not dispose of unsold merchandise at the site or in on-site trash receptacles.

j. Should the Vendor desire to post or erect any sign, banner or printed advertisement on PTC property, the Vendor shall - **prior to erecting or posting the sign, banner or advertisement** - obtain written approval from PTC, which may be withheld in the sole discretion of PTC, and the Vendor shall agree to abide by and adhere to any prohibitions, restrictions, requirements or limitations imposed by PTC.

k. The Vendor shall promptly, upon completion of loading or unloading, move his/her motor vehicle or trailer to the employee parking lot at the Service Plaza. The Vendor's vehicles shall be parked in the employee parking area at all times, except when loading and unloading goods and supplies.

l. The Vendor, at its own expense, shall provide and maintain for the benefit of itself, the PTC, and Applegreen PA Welcome Centres LLC (Applegreen) and 7-Eleven, Inc. (7-Eleven), as their respective interests may appear, adequate insurance in amounts satisfactory to PTC, and insuring against liability for injuries to persons and damage to property related to or arising out of the operation of the farmers' market at the specific service plaza(s) involved. Insurance shall be maintained with responsible insurance companies licensed to do business in the Commonwealth of Pennsylvania. The Vendor shall provide PTC a valid certificate of insurance prior to commencing operation at a service plaza location. The policy shall contain minimum coverage limits of \$250,000 per occurrence and \$1,000,000 in the aggregate. The coverage shall be written on an "occurrence" basis, not a "claims made" basis. The policy shall name "the Pennsylvania Turnpike Commission, Applegreen PA Welcome Centres LLC, and 7-Eleven, Inc. as additional insureds". The certificate of insurance shall also acknowledge that the insurance company shall notify all insureds at least thirty (30) days prior to any change, transfer, or cancellation of insurance coverage.

m. The Vendor must provide to PTC a valid certificate of automobile insurance, with limits no less than \$100,000, prior to commencing operation at a plaza location.

n. The Vendor agrees to release, discharge, indemnify and hold harmless the PTC and its commissioners, agents, servants, officers and employees, and Applegreen and 7-Eleven and their respective agents, servants, officers and employees, from any and all personal injury claims, wrongful death actions, property damage claims, and any and all other claims, demands and causes of action for any damage or injury of any kind or nature whatsoever (including attorneys' fees) to all persons, including the undersigned, and to all property caused by, resulting from, arising out of, or occurring in connection with the Vendor's, its employees, agents and representatives' actions, omissions, negligence, wanton or willful conduct while engaged in performing work under this Agreement or while present on the PTC's premises and for breach of this Agreement.

o. Furthermore, if any claims for such damage or injury (including death resulting therefrom) be made or asserted by any party, whether or not such claims are based upon the alleged active or passive negligence or participation in the wrong of the PTC and its commissioners, agents, servants, officers and employees, or Applegreen, and 7-Eleven and their respective agents, servants officers and employees, or upon any alleged breach of any statutory duty or obligation on the part of the PTC and its commissioners, agents, servants, officers and employees, or Applegreen and 7-Eleven and their respective agents, servants, officers and employees, the Vendor agrees to release, remise, indemnify, protect, defend and hold harmless the PTC and its commissioners, agents, servants, officers and employees, and Applegreen and 7-Eleven and their respective agents, servants, officers and employees from and against any such claims for damages (including legal fees, interest, and penalties) that the PTC or its commissioners, agents, servants, officers and employees, or Applegreen and 7-Eleven or their respective agents, servants, officers and employees may directly or indirectly sustain, suffer, or incur as a result thereof.

p. The indemnification obligations in paragraph o. above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its employees, agents and representatives under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

q. PTC **may**, at the Vendor's request, assign up to two (2) Turnpike Gate-Only access cards (Access Cards). If approved for use of the Access Cards, the Vendor acknowledges and agrees to abide by the following terms and conditions:

- The Access Cards shall remain the exclusive property of PTC and shall be used solely for the purpose of accessing the service plaza(s) where the Vendor is approved to operate and conduct business at the farmers' market.
- The Vendor agrees to use the Access Cards as authorized and shall not use or permit the Access Cards to be used for non-business purposes.
- The Vendor agrees not to provide the Access Cards to unauthorized persons for unauthorized use or purposes.
- The Vendor further agrees the Vendor shall not loan, transfer, give possession of, misuse, duplicate, modify or alter the Access Cards or tamper in any way with the access gate or violate any policy or procedure governing issuance or use of the Access Cards or gate.
- Any other use of the Turnpike gate or Access Cards by the Vendor or its employees, agents and representatives shall result in the immediate revocation of the Access Cards by PTC and the Vendor may be charged with fare evasion pursuant to 75 Pa.C.S. §6110.1 or other crimes pursuant to the Pennsylvania Crimes Code.
- The Vendor, upon demand of PTC, shall immediately return the Access Cards to PTC. Failure to comply may result in forfeiting these privileges, other associated costs and/or denial of future application approvals.
- The Access Cards shall not be used as a non-revenue card for toll-free passage on the Pennsylvania Turnpike. The Vendor shall be responsible for the payment of all tolls.
- The Vendor agrees to pay to PTC the fee of \$10.00 for every lost, stolen, duplicated or misused Access Card and, if applicable, to forfeit the security deposit for the Access Cards before a replacement Access Card will be issued. The Vendor further understands and agrees that a repeat offense may result in the denial of future Access Card requests.
- The Vendor further agrees to be responsible for any and all judgments, costs and expenses incurred by PTC as a result of any Access Card violation, including, but not limited to, theft of property, theft of services, fare evasion or lost revenue.
- The Vendor also agrees to be responsible for any and all costs incurred by PTC due to a lost, stolen, duplicated, or misused Access Card and to repair or replace any inoperable or malfunctioning gate due to tampering or damage to it by the Vendor or any unauthorized party as a result of the Vendor's actions. The Vendor agrees to notify immediately the PTC Traffic Operations Center at 1-800-932-0586 if the Vendor becomes aware of any access gate that has been tampered with or damaged.
- The Vendor acknowledges that it has received, read and understands PTC Policy Letter 5.03 ("Access Control at PTC Facilities and Gates for Authorized Personnel") and agrees to comply with the terms and conditions stated within PTC Policy Letter 5.03.

r. The Vendor, its employees, agents and representatives, while engaged in performing the work under this Agreement or while present on the PTC's premises, shall at all times conduct themselves in an appropriate and lawful manner, and shall not engage in discriminatory or obscene conduct, nor engage in harassment, intimidation, threats of, or the commission of, physical violence to persons or property. Failure to comply with this paragraph is grounds for immediate removal from the service plaza location and may result in revocation of all Vendor approvals to operate at any service plaza location(s) or the revocation of the offending Vendor's approval.

4. Qualifying Vendors.

PTC will approve all PTC farmers' market vendors and may deny an application in full or in part for any reason, which may include, but is not limited to, the following:

- Insufficient space.
- Insufficient customers.
- Non-approved items.
- Excess inventory of products being sold.
- Prior violations of the PTC Farmers' Market Service Plaza Program rules and procedures.
- Selling products which are not Pennsylvania-produced.

5. Stands.

- a. The Vendor shall maintain its market stand so that it is hazard free, litter free and reasonably attractive to neighboring stands.
- b. The placement of Vendor stands within the farmers' market will be determined solely by the PTC.
- c. PTC, or its Service Plaza Lessees (Applegreen and 7-Eleven), will provide the Vendor with two tables, and electricity for lighting and safety equipment. The Vendor shall maintain this equipment in good repair.
- d. The Vendor shall not modify the stand and is not permitted to build storage areas at the service plaza location(s). However, portable storage that fits under the stands/tables shall be permitted.
- e. Trucks may be used for storage but must be parked in the employee parking lot. Trucks cannot be parked in the farmer's market area after loading/unloading. Applegreen's Turnpike Service Plaza Manager must be notified and approve vendor requests to park a vehicle in the employee parking lot longer than 24 hours. The Vendor shall not erect or bring permanent storage or refrigeration units to the service plaza location(s).
- f. The farmers' market stands may be inspected at any time by PTC to ensure the Vendor is complying with all rules and procedures of this Agreement.

6. Days and Hours of Operation.

- a. The market season begins April 1st. All markets shall close on November 31st.
 - The Vendor, upon written approval from the PTC, may begin its market season as earlier as March 1st and close on December 31st, providing the Vendor has sufficient product as outlined in section 7 below.
- b. If Easter weekend precedes opening day, **only** flower vendors are permitted to sell flowers over Easter weekend.
- c. Hours of operation are subject to the consensus of vendors. The hours, however, shall be between dawn and dusk only.
- d. The Vendor shall open on time and be prepared to sell products upon opening. The Vendor is not permitted to sell items prior to or after established opening and closing times.

7. Vendors, Products and Product Sources.

- a. The Vendor shall be a Pennsylvania resident whose farm operation is located in Pennsylvania.
- b. The Vendor shall grow at least 50 percent (by gross sales) of the unprocessed agricultural products the Vendor sells at the service plaza location(s) over the course of a market season. These products

must be grown within the Commonwealth of Pennsylvania. Additional agricultural products may be obtained directly from other Pennsylvania agricultural producers. When selling products from other producers, the Vendor shall display in public view the name and address of the farm or business of origin. Products that are produced out-of-state are prohibited. The Vendor's value-added items cannot exceed 25% of gross sales for a market season. Alcoholic beverages (wine, beer, and other alcoholic beverages) **MAY NOT** be sold at the farmers' markets.

c. The Vendor may only sell the following products at a service plaza farmers' market, which shall be manufactured by the Vendor at the Vendor's location and containing the Vendor's label (processed from the Vendor's grown products):

1) Raw/Unprocessed Agricultural Products:

Fruits (no slices)
Flowers
Herbs
Honey
Maple Syrup
Melons (whole or halves)
Nuts grown in Pennsylvania
Ornamentals (gourds, corn shucks)
Potted Plants
Shell Eggs
Vegetables (no slices)

2) Value-Added/Processed Agricultural Products:

Canned Goods
Cider (not less than a ½ quart)
Fruit Baskets
Candles
Honey Soap
Maple Syrup Candy
Preserves (in a jar)
Baked Pies – (not portioned for individual servings, and at least 8" in diameter).
Cookies - minimum 6 packaged

d. The Vendor may not sell any product that is not on the above list without the prior written approval of PTC. Such requests shall be submitted to PTC at the address or e-mail set forth above and shall describe the product Vendor desires to sell at the service plaza location(s). The PTC may, at any time, for any reason, prohibit the sale of any product even if prior approval has been given.

8. Complying with Laws and Regulations.

The Vendor shall comply with applicable federal and state laws and regulations and local ordinances, including, but not limited to, the following:

- State license seal on all weighing devices.
- State pesticide license to use farm chemicals in agriculture crop production with safety.
- Nursery license when plant material is sold.
- Organic certification license when the products for sale state they are "organic."
- State sales tax collected as required by law (State sales tax is required to be collected on any products, which are not edible, e.g., ornamentals).
- Food safety, sanitation, health permits and labeling that apply to sales items.

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INTENDING TO BE LEGALLY BOUND HEREBY, I, _____, sign on the date noted below and hereby certify and acknowledge that I have: (1) read this Agreement thoroughly; (2) understand its contents; (3) agree to abide by the rules and procedures set forth herein; (4) have been provided a copy of this Agreement; and (5) understand that failure to abide by and comply with the rules and procedures of this Agreement may result in my Vendor's approval being revoked and requiring me to cease operations and vacate the service plaza location(s).

Printed Name of Vendor (Person or Corporation)

Date

Signature of Vendor or Person Authorized to Legally-Bind the Vendor

Date

Pennsylvania Turnpike Commission

Date