

Farmer's Market Management Contract

A contract between The Town of Ashland City, hereafter referred to as the client, and _____, hereafter referred to as the contractor. The contract will begin on _____ and will be for a period not to exceed 22 weeks. The contractor receive payment from the client every two weeks in the amount of two hundred fifty dollars, which is payment of one hundred twenty-five dollars per week of service. Hours are as set out in Scope of Work. The contractor will complete a W-9 to turn in to the client and the client will send the contractor a 1099 at the end of the calendar year. The contractor is not an employee of the Town of Ashland City and as such does not receive any benefits from the Town of Ashland City. The Town of Ashland City does not provide any benefits including but not limited to paid leave and health insurance. The contractor is responsible for payment of all federal, excise and payroll taxes and any other fees contributing arising from the operation of the contractor's business. The contractor assumes full responsibility for performance of services and agrees to indemnify and hold the client harmless from any liability, cost, damages, reasonable attorney's fees, and expenses including but not limited to those arising from breach of any warranty hereunder and injury to persons or damage to property. The contractor agrees to perform tasks to manage the Farmer's Market as outlined in the attached Scope of Work. The contractor agrees to abide by the policies and procedures of the facilities of the Town of Ashland City and will submit to a background check and further agrees to abide by the Code of Ethics policy. The contractor shall comply with Federal and state laws and regulations in performance of this contract. The contractor will provide reports to the Mayor and/or the Parks and Recreation Director. The client reserves the right to terminate the contract at any time without cause or reason and without notice.

This contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all terms and conditions of the parties' agreement. This contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties relating hereto, whether written or oral. The individuals by signing below represent they have the authority to bind the named parties to this agreement. This contract is between the Client and Contractor and cannot be assigned by the Contractor to another individual without prior authority from the Client.

Client Signature/Date

Contractor Signature/Date

Scope of Work

3 hours a week beginning 2 months before market season and one week after market ends, not to exceed **22 weeks** at \$25 an hour, paid every two weeks by Direct deposit.

2-month pre-market April 5th – May 29th (8 weeks)

Marketing to vendors

Updating market application **3 hours a week**

Emails/information to returning vendors **x 8 weeks**

Email application **24 hours**

Posters around town **x \$25 an hour**

Sign design and layout **\$600.00**

Pre-market meeting

Information to newspapers, news channels, Tennessee magazine, Chamber, Local Table

5 hours a week during market season **June 1st – August 28th (13 weeks)** and one week after market ends, not to exceed 22 weeks at \$25 an hour, paid every two weeks by Direct deposit.

1 hour/Thursdays

Returning emails **5 hours a week**

Sending weekly vendor email **x 13 weeks**

Posting to social media **65 hours**

Prepare a report to City Council attendance vendor number, etc. **x \$25 an hour**

4 hours at the market on Saturday from 3:30 until 7:30 **\$1,625.00**

Vendor parking/spot set-up

Paperwork for vendors

Locking up electricity and removing sunshades **3 hours a week**

1-week post market closing August 30th- September 4th (1 week) **x 1 week**

Post market meeting/information gathering **3 hours x \$25 an hour**

Set up dates for next season **\$75.00**

Update/changes to application, rules, or process **Total cost is \$2,300.00**