KETTLEMAN STATION
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Plaza Market Vendor Agreement

Kettleman Station | Plaza Market

This Vendor Agreement ("Agreement") is made between Kettleman Station ("Market") and the vendor named below ("Vendor"). By signing, Vendor agrees to follow all terms, rules, and requirements in this Agreement.

Market Location: Kettleman Station, 400 E. Kettleman Lane, Lodi, CA 95240

Section 1. Vendor Information

Please complete all fields. Incomplete applications may not be accepted.

Field	Vendor Response
Business or vendor name	
Owner / contact person	
Mailing address	
Phone number	
Email address	
Website	
Social media links	
Description of products for sale	
California Seller's Permit number	
Cottage food license number (food items only) **Must provide copy of Health Permit*	

Note: This agreement is for non-food and pre-packaged cottage food vendors only. Full-service food vendors (prepared or cooked on-site) are not covered and will be required to complete a separate application.

Section 2. Market Rules

2.1 Permits and Licensing

1. All vendors selling merchandise are required to hold a valid California Seller's Permit.

2. Vendor is solely responsible for collecting and remitting all applicable sales tax and for obtaining any other permits or licenses required by law.
3. Food items must be pre-packaged and labeled in accordance with San Joaquin County Health Department regulations. No food may be prepared, cooked, or assembled on-site.

2.2 Prohibited Items and Conduct

1. No tobacco, cannabis, or CBD products are allowed, including related accessories.
2. No burning of any kind is allowed. This includes open flames, candles, incense, and sage or smudge sticks lit for display or demonstration.
3. This is a family-friendly event. No inappropriate themes, imagery, products, or language are permitted. Market management has sole discretion to determine what is inappropriate and may require removal of any item, sign, or display.
4. Vendor may sell only the products described and approved in Section 1. Additional products must be approved by Market management in advance.
5. Vendor may not sublet, share, or transfer their booth space without written approval from Market management.

2.3 Power and Equipment

1. No generators are permitted.
2. No electricity is available unless approved in advance by Market management. Vendors needing power must request it in writing prior to the market date. Approval is not guaranteed.

2.4 Cleanliness and Booth Care

1. All trash must be removed from your booth space at the end of the event. Vendor must leave the space as clean as it was found.
2. Vendor may not use Kettleman Station trash receptacles for booth or business waste.
3. Vendor is responsible for any damage to the property caused by Vendor's setup, equipment, products, or personnel.

2.5 Setup Requirements

1. **Tent:** Vendor must provide their own tent or canopy (a 10' x 10' pop-up tent is recommended) in good condition, with a neutral or coordinated appearance. Tent must be securely weighted at every leg (a minimum of [25] pounds per leg is recommended). Stakes may not be driven into pavement or landscaping.
2. **Table:** Vendor must provide their own table(s) with a clean, presentable table covering that reaches near the ground or otherwise conceals storage underneath.
3. **Chair:** Vendor must provide their own chair(s) for use inside the booth space.
4. **Booth space:** Vendor must remain within their assigned space. Tables, displays, and signage may not block walkways, entrances, fire lanes, or neighboring booths.
5. **Signage:** Vendor must display a sign with the business or vendor name. Signs must be professional, family-friendly, and securely mounted or weighted.
6. **Arrival and load-in:** Vendor must arrive and complete setup by start of market. Vendor must remain open for the full market hours and may not tear down early without Market

management approval. Vehicles must be moved out of the market area before the market opens.

7. **Weather:** Vendors are responsible for protecting their products and equipment from sun, wind, and rain. Market management may close or delay the market for unsafe conditions.

2.6 General Conduct

1. Vendors must be courteous and professional to customers, other vendors, property staff, and management.
2. Market management may remove any vendor who violates these rules, without refund, and may decline future participation.
3. Amplified sound or music is not permitted without prior approval from Market management.
4. Pets, other than service animals, are not permitted in vendor booths.
5. Vendor grants the Market permission to take and use photos or video of the Vendor, booth, and products for promotional purposes.

Section 3. Vendor Fee

The vendor fee for the Plaza Market is waived through November 30th. A vendor fee of $25 may be assessed thereafter and is at the discretion of the Plaza Market.

Payment is due 7 (seven) days prior to market. Space is not reserved until payment is received, when applicable.

Section 4. Cancellation Policy

1. **Vendor cancellation with notice:** If Vendor cancels at least 7 (seven) days before the market date, Vendor will receive a full refund / credit toward a future market of any fee paid.
2. **Vendor cancellation without sufficient notice:** If Vendor cancels fewer than 7 (seven) days before the market date, the fee is non-refundable.
3. **No-show:** A vendor who does not arrive by start of Marget without notifying Market management may forfeit their space and fee, and may be declined for future markets.
4. **Market cancellation:** If Market management cancels a market date because of weather, safety concerns, or other circumstances beyond its control, Vendor will receive a credit toward a future market of the fee for that date. Market management is not liable for any other losses.
5. **Removal for violation:** A vendor removed for violating this Agreement is not entitled to a refund.

To cancel, Vendor must notify Market management in writing at sarahmbar@gmail.com, 209.988.5209.

Section 5. Indemnification

To the fullest extent permitted by law, Vendor agrees to indemnify, defend, and hold harmless Kettleman Station, its property owners, management, employees, agents, and representatives

from and against any third-party claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Vendor's participation in the Plaza Market, including Vendor's products, activities, equipment, setup, or operations, to the extent caused by the negligent acts or omissions, willful misconduct, or breach of this agreement by Vendor or Vendor's employees, agents, contractors, or representatives.

Vendor is responsible for any damage to property or injury caused by Vendor's activities, equipment, products, or personnel. This provision does not require Vendor to indemnify or defend any party for that party's own negligence, willful misconduct, or other conduct to the extent such indemnification is prohibited by applicable law.

This provision shall survive the conclusion of the event and termination of Vendor's participation to the extent necessary to address claims arising from the Vendor's participation.

Section 6. Vendor Acknowledgment and Agreement

By signing below, Vendor acknowledges and confirms that:

- Vendor has read, understood, and agrees to follow all Plaza Market rules and requirements in this Agreement.
- All information provided in this Agreement is accurate and complete, and Vendor holds all required permits and licenses.
- Vendor understands that failure to follow the rules may result in removal from the market without refund and denial of future participation.
- Vendor agrees to the indemnification terms in Section 5.

Vendor signature: _____

Printed name: _____

Business name: _____

Date: _____

Accepted by Market management:

Signature: _____

Printed name and title: _____

Date: _____