

# MARKET VENDOR OCCUPANCY LICENSE AGREEMENT

This License Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

by and between **MERCHANTS' VILLAGE, LLC** (the "Licensor") and

\_\_\_\_\_  
(the "Licensee").

<b>Name of Licensee:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Business Phone(s):</b>	<b>Fax Number:</b>	<b>Email Address:</b>

## Article I - Grant of License & General Provisions

### 1. License Granted

The Licensor hereby grants to the Licensee the non-exclusive privilege to operate a vendor table / market stall (the "Licensed Premises") located 1201 Oak Street, Pittston, Pennsylvania for the retail sale of: [ *List items licensee will be selling:*

]

### 2. Term

The term of this Agreement (the "Term") shall be for a period of \_\_\_\_\_ days / weeks / months commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ unless terminated earlier at the discretion of the Licensor.

### 3. Rates

The Licensee agrees to pay the rates as outlined in the Rates Section of the Merchants' Village Vendor Rules and Regulations as set out in Article II hereof.

#### **4. Sales Records**

The Licensor shall provide "point of sale" services to the Licensee which includes processing Licensee's sales through Licensor's computer system (Licensee will be provided a user name and password with which to access Licensee's sales records). Licensor will accept only credit cards or cash and, upon said payment clearing the Licensor's bank account, Licensor will, on a bi-weekly basis, credit the payment to the Licensee's account. Licensee is solely responsible to accept and pay for items returned by the customer. Licensee shall be required to purchase "bar codes" compatible with Licensor's point of sale system from the Licensor.

#### **5. Non-Transferable**

The Licensee will not have the right or power to assign, sub-let, franchise, or otherwise transfer any rights under this Agreement.

#### **6. Conduct of Business**

The Licensee agrees to abide by all policies, rules, and regulations as established by the Licensor, as determined in the Licensor's sole discretion. Notwithstanding anything to the contrary stated herein, Licensee shall pay for and obtain all permits or licenses that may be required to conduct its business by a governmental agency. In no event may any Licensee sell or offer for sale any hazardous substances, X-rated material, drug paraphenalia or any item that may affect the Licensor's insurance premiums. Licensor may remove any Licensee or Licensee's inventory that violates the above-provisions. In the event that a Licensee does not have sufficient inventory (in the sole judgment of Licensor) with which to adequately conduct business and said inadequate inventory condition continues for fifteen (15) days, Licensor may cancel this License agreement.

#### **7. Indemnification**

The Licensee personally, jointly and severally (if more than one person), agrees to indemnify and hold harmless the Licensor from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon, or at the Licensed Premises or the Licensor's property or the occupancy or use by the Licensee of the Licensed Premises or the Licensor's property. Licensor shall not be responsible for any loss, theft or pilferage of Licensee's inventory and goods.

If the Licensor shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect, indemnify, and hold the Licensor harmless and shall pay all costs, expenses, and reasonable legal fees incurred or paid by the Licensor in connection with such litigation. The Licensee shall also pay all costs, expenses, and legal fees that may be incurred or paid by the Licensor in enforcing the terms, covenants, conditions, provisions, and policies of this Agreement, unless a court of law shall decide otherwise.

#### **8. Insurance**

Prior to opening for business, the Licensee shall, at its own expense, obtain and maintain at all times during the Term of this Agreement comprehensive commercial general liability insurance for bodily injury and property damage with coverage limits of not less than one million dollars (\$1,000,000.) combined from any occurrence and in the aggregate insuring against any and all liability of the Licensee and their agents. All such bodily injury liability insurance and property damage liability insurance shall

specifically insure the performance by the Licensee, relating to liability for injury or death of person and damage to property. The Licensee shall provide the Licensor with a certificate of insurance prior to commencement of the Term of this Agreement naming the Licensor as additional insured. The Licensee agrees to permit the Licensor to inspect the Licensee's policies of insurance required under this Agreement.

#### **9. Waiver of Rights**

The Licensee (for itself and its insurer) hereby releases the Licensor and its employees, agents and waives any rights, including rights of subrogation, it may have against them for compensation for any loss or damage occasioned by the Licensee or loss of use of property of the Licensee.

#### **10. Covenants Joint and Several**

If there is more than one proprietor or partner in the Licensee's business, their obligations hereunder shall be joint and several.

#### **11. Entire Agreement**

This Agreement, the Merchants' Village Policies and any schedules attached hereto constitute the entire Agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

#### **12. Invalidity**

If any Article, Section, paragraph or provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of any other provision of this Agreement. Any provisions of this Agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement, it being the intent and purpose that this Agreement should survive and be valid to the maximum extent permitted by applicable law. For greater certainty, this Agreement shall be read as if the invalid, unenforceable or illegal provision had never formed part hereof, and a "provision" for these purposes shall include the smallest severable portion of sections, paragraphs or clauses, or sentences contained therein, and not, unless the context absolutely requires, the whole thereof.

#### **13. Fixtures**

Any fixtures in or on the Licensed Premises when the Licensee takes possession are the property of the Licensor and may not be removed.

#### **14. Headings**

The division of this Agreement into Articles, Sections and paragraphs and the insertion in this Agreement of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## **15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto agree that any legal actions, claims or demands shall be venued in the Court of Common Pleas or other court of competent jurisdiction in Luzerne County, Pennsylvania.

## **Article II – Merchants’ Village Vendor Rules and Regulations**

### **16. Regulations**

- 16.1 All products sold must comply with all federal, state and municipal laws and standards regarding the sale of such products.
- 16.2 The Licensor reserves the right to schedule the rotation of Market Vendors to provide a changing selection for customers.
- 16.3 The occupancy dates shall be allocated in such a manner as to be in the best interest of the Licensor.
- 16.4 If, in the Licensor’s opinion, the Licensee is not making a positive contribution to the Licensor or is the recipient of complaints concerning product, attitude, or general behavior, then the Licensee may lose its right to sell on the Licensor’s property. The Licensor shall not be obligated to refund any payments made by the Licensee.
- 16.5 Smoking is prohibited on the Licensor’s property.
- 16.6 The Licensee’s merchandise shall be displayed in a manner approved by the Licensor.
- 16.7 The Licensee shall provide its own equipment such as chairs, lamps, electric outlet adapters, extension cords, etc. The Licensor reserves the right to limit the total electrical amperage to be assigned to the Licensed Premises.
- 16.8 The Licensee’s signage shall not contain any misleading information.
- 16.9 Common aisles shall be kept clear of all equipment and stock at all times. All additional equipment and stock shall be stored out of view within the Licensed Premises.
- 16.10 The Licensee is solely responsible for setup, break down, and clean up of the Licensed Premises.
- 16.11 Loading and unloading is permitted in the designated loading zones only. Parking is not permitted in these areas.
- 16.12 No Licensee shall be permitted to use a loudspeaker on the premises.
- 16.13 Licensee shall provide its customers and Licensor with contact information for return of merchandise or warranty claims.

### **17. Hours of Operation**

- 17.1 The hours of operation are:

Weekdays	11 am to 8 pm
Saturdays	9 am to 8 pm
Sundays	9 am to 6 pm
Closed Christmas and Thanksgiving	

17.2 The hours of operation are subject to change at the discretion of the Licensor.

**18. Rates**

18.1 The Licensee's rates are as follows:

\$ \_\_\_\_\_ per \_\_\_\_\_ [period]  
 for \_\_\_\_\_ square ft.

**19. Payment**

- 19.1 The Licensee's payment must be made in full and no less than five (5) days prior to occupancy.
- 19.2 Payments must be made in cash or by check payable to the Licensor. Receipts are issued upon payment by Licensee.
- 19.3 Licensor has the right to off-set any money due and owing to it from Licensee from Licensee's account.

**The Licensor reserves the right to adjust or alter its provisions and policies as it deems necessary or appropriate.**

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_/\_\_\_\_.

**MERCHANTS' VILLAGE, LLC**

\_\_\_\_\_  
**Date**

By: \_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**[NAME OF LICENSEE]**

To reserve a booth, this document should be signed and returned along with a signed copy of the Merchants' Village Policies document, and a deposit check made out to *Merchants' Village, LLC*:

**Merchants' Village, LLC**  
**193 High St.**  
**Newtown, PA 18940**