



# *Only Local Inc.* Agricultural Vendor Contract

Vendor name: \_\_\_\_\_ Acct# \_\_\_\_\_

Company Name (what the payout is made to): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Only Local farmers market offers vendors two pathways through which to sell their products.

Items offered for sale inside the log cabin market will be sold on a commission (15:85% split in favor of the vendor). Vendors do not need to be present inside the market to sell their products; nor do they need to stage their products. Market employees inside the log cabin will care for and represent the products on behalf of the vendors. While we will make every effort to sell your products, Only Local cannot guarantee all products will sell.

The second pathway by which vendors can sell their products at the Only Local farmers market will be outside in a designated area. Two days per week (Thursday 3pm to 6 pm and Sunday 10 am to 2 pm) vendors are invited to sell directly to the public in the traditional style of an outdoor farmers market. In the outdoor market, the vendors take complete responsibility for their own sales effort, including collecting and paying the state sales taxes. All profits from the outdoor market belong to the vendor (commission free). A separate contract applies.

In lieu of a membership fee, the market requires that the vendors also consign their products inside the log cabin for the times they are not engaged in direct sales. The log cabin market is open year round, seven days a week. The outdoor market is a perk reserved solely for vendors who sell inside. Only Local will never rent outside space to compete with our loyal inside vendors.

All agricultural products sold at the Only Local market must be grown, raised, caught, gathered, baked, pickled, fermented, roasted, cultured or somehow created by the farmer/food producer. Similarly, all non-agricultural products must be painted, written, sculpted, forged, quilted, sewn, knitted, or otherwise crafted by the artisan. We will not accept goods purchased by the vendor for resale at Only Local.

To maintain trust of our customers and to assure the customers are buying products from the producer, vendors may undergo a visit to their farm or production facility conducted by Only Local management.

Products sold by Only Local will follow a protocol:

1. On the day the goods are delivered to the market, the price and the shelf life (consignment period) of the items will be established jointly by the vendor and Only Local.
2. For the first 50% of the shelf-life, the commission split will be 15:85 in favor of the vendor.
3. For the second half of the shelf-life, the commission split will be 50:50.
4. When a vendor brings in additional goods to restock inventory, the starting date of the consignment period is reset for all restocked products, new and existing. In effect, for vendors with a steady track record of selling products, the commission split will always remain 15:85.
5. For products in the second half of their consignment period, the price will be reduced 30% in an effort to motivate sales.

Checks for the prior month's sales will be available for pick up at the market by the 10th of every month. No cash settlements tendered.

Only Local will manage the sales tax accounting and payments to the state for consigned sales.

A buyer's fee of 10% will be charged to the buyer of your item. This fee does not affect your portion of the sale price. This fee is added to the price of the item for our credit card processing, displaying, advertising, accounting and marketing of your goods.

Only Local Vendor Contract Page 2

The vendor certifies he/she owns the goods and accepts responsibility for the nutritional quality and safety of the food products. The vendor will indemnify Only Local for any claims of untoward health matters that may arise from consumption of the goods sold.

The vendor has the right to retrieve his/her items at any time throughout the consignment period without penalty. Alternatively, Only Local reserves the right to cancel the contract at any time without cause.

At the end of the consignment period, you will have 2 days to pick up your goods. Following this time, efforts will be made to donate products to the local food bank or other local charities as appropriate. Two days after the end of the consignment period, the products left in the market become the property of Only Local and will be disposed of responsibly.

It is impossible for Only Local to ensure your acknowledgement of the passing of dates in your consignment period for each item in our market. You are solely responsible for monitoring your consignment period for your goods and will not be notified by Only Local when your consignment period ends. **INITIALS:** \_\_\_\_\_

All agricultural products must meet health code regulations. Adherence to the Cottage Food regulations will be strictly enforced. Appropriate packaging and labeling must adhere to federal and state health codes.

Farm goods must be delivered to the market in a displayable condition. Your goods should arrive boxed or bundled in a way that is ready to set on the shelf and be sold as a unit. Upon check in, Only Local will attach a barcode sticker.

While all reasonable efforts will be made to keep your products clean and safe from damage, Only Local cannot be responsible for loss or damage to consigned goods from all perils such as fire, theft or natural biological deterioration. Please ensure that your goods are covered under your homeowner's policy or such other insurance as you deem appropriate.

The vendor agrees to all terms of this contract. Contract is valid for one year from signing date.

\_\_\_\_\_  
Vendor signature                      date

\_\_\_\_\_  
Only Local Inc. signature                      date



*Only Local Inc.*

PO Box 577  
Cocolalla, Idaho 83813  
(208) 265-2277