

# **Tullahoma Locally Grown Market Grower Agreement**

Updated: June 26, 2016

Welcome to the Tullahoma Locally Grown Market (TLG Market). The TLG Market is an informal organization made up of the farmers and producers who sell through the Market's website. For the purposes of this Agreement, farmers and producers are collectively and individually referred to as "Growers." Please read and sign the following contract. Membership in the TLG Market allows you to sell through the market website and is completely voluntary.

Please read this document thoroughly and ask for clarification if there is any component of this agreement that you do not understand. In order to sell products on the TLG Market, you must provide a printed Tullahoma Locally Grown Market Grower Agreement with your original initials on each page and your original signature on the signature page.

## **Disclaimers:**

1. Tullahoma Locally Grown Market managers reserve the right to suspend and/or permanently remove a Grower for noncompliance with any aspect of this agreement and/or conduct not in concert with the spirit of the TLG Market.
2. Neither the TLG Market nor the market managers are responsible for the safety or quality of products sold.
3. The TLG Market managers reserve the right to approve or disapprove applications from new Growers.
4. The TLG Market managers reserve the right to remove any products from the market that they deem inappropriate.

## **Growers Agree to:**

1. Growers may only sell products that they produce. Resale of products is not allowed.
2. Growers are solely responsible for the safety or quality of products sold.

Grower Initials: \_\_\_\_\_

3. Grower agrees that s/he sells products at their own and sole risk; and agrees to hold harmless, indemnify, and defend the TLG Market and its managers from and against any and all liability costs (including, but not limited to, costs of suit and attorney's fees incurred in our defense and/or settlement of claims), from and against all claims, demands, actions, causes of action, penalties, judgments, and liabilities of every kind and description for personal injury and/or death and damages to and/or loss of property, which claims are caused by, arise from, or grow out of grower's sale of products through the TLG Market. TLG Market recommends, but does not require, that growers purchase product liability insurance for their products.
4. If a customer is not satisfied with a product, s/he has the right to refuse to purchase it. The grower will not be paid for products that are refused by the customer. These products will be returned to the grower if possible; otherwise, they will be donated to a person or local charity.
5. Growers are responsible for any and all sales taxes due on products. Information on sales taxes and farm products can be found by contacting the Tennessee Department of Revenue at 615-253-0600 or 1-800-342-1003 or on-line at [www.state.tn.us/revenue](http://www.state.tn.us/revenue).
6. Growers are responsible for describing and pricing their own products.
7. Growers are responsible for cleaning, packaging, and labeling all products for sale. Information on how to do this is located in the Grower's Guide to Tullahoma Locally Grown Market.
8. Growers agree to drop off products at the prescribed location, during the designated times.
9. Growers are solely responsible for listing items they have for sale.
10. Growers are solely responsible for putting items in 'vacation mode' if they are unable to fulfill orders for specific items.
11. Growers will provide complete and honest information regarding each product they produce. Pictures used will be ones they've taken of their actual product and not an image found online.
12. Growers will not adjust prices after an order is placed until after that order is fulfilled (signified by customer pick-up). The time for price adjustments is on the market day after (the day the products are being delivered and picked up). This will ensure customers are paying the prices they saw online when they placed their order. The new prices will be in effect for the following week. Non-compliance with this is considered unethical and will not be tolerated.

Grower Initials: \_\_\_\_\_

13. Growers are required to supply the TLG Market with copies of all permits, certifications, and most recent inspection reports that apply to your growing/baking/producing. Updated documents must be provided to ensure the TLG Market has the most recent and complete set.
14. If a grower cooks or bakes products, a copy of the authorization to operate a commercial kitchen. Otherwise, each product must be labeled, "These food products were made in a private home not licensed or inspected." The same message must be the first line in each product description on the TLG Market site.
15. Growers agree to comply with all relevant federal, state, and local regulations in regards to the products they produce and their processes.

**Grower Fees:**

Currently, the only fee associated with being a Grower on the TLG Market is a 5% charge on all purchases. This is considered a "virtual booth fee."

Customers that order your products expect you to deliver them on market day. There is a Fault Charge of \$10 that is applied to a Grower's account when they do not deliver the products to the market based on the week's order. Growers are urged to avoid this charge by maintaining accurate product listing and quantities. If the market managers are contacted within 3 hours of the weekly market closing, this fee will not be imposed.

**Grower Signature Block:**

I understand and agree to the terms and conditions listed in this document.

Account Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_, \_\_\_\_\_, TN \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Alternate Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Person Signing Document:

Full Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_