



Local Vendor Agreement

This agreement is made as of _____, by and between _____ "Vendor"
Located at _____ and New Leaf Market, Inc.
"Store", Located at 1235 Apalachee Parkway, Tallahassee, Fl. 32301-4543

I. This Agreement is based upon the following facts and understandings:

- I.1. This Agreement and the rights and duties of the parties hereto are expressly made subject to the terms and conditions of such Vendor/Store agreement.
- I.2. The Vendor named within desires to sell locally grown, manufactured, or otherwise produced items to the Store on a wholesale basis.
- I.3. The parties hereby expressly acknowledge and agree that it is their mutual intent that their relationship under this Agreement shall and will be on an independent vendor basis.
- I.4. This agreement may be terminated at any time by the vendor for any reason provided vendor gives thirty (30) days written notice.
- I.5. The Store reserves the right to terminate agreement at any time for any reason.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

2. Terms and Conditions of Agreement:

- 2.1. By entering into this agreement, Vendor guarantees dependable, predictable deliveries, adequate amounts of product and consistently high standards of quality.
- 2.2. All deliveries must be accompanied by an invoice that contains the following information;
 - a. Full Name of Vendor, address, phone number, invoice number, and delivery date.
 - b. Description of items delivered.
 - c. Quantity and/or weight of each item with an extended subtotal amount that reflects the agreed upon price for each item.
 - d. Invoice total and agreed upon terms.

2.3.All produce will be accurately weighed or counted, sized, and cleaned before delivery.All boxes must be labeled with name of grower, product, quantity, and organic/non organic status.

2.4.Any labeling claim made by the vendor regarding their products such as but not limited to; Organic, Certified Naturally Grown, Gluten Free, Non GMO, etc... must be verified with the proper valid documents of certification. Copies of these documents will be given to the Store to be kept on file and will be resubmitted each time certification is renewed.

2.5.All non-produce food items will be packaged for retail sale and labeled with name of product, ingredients, producer/vendor's full information and UPC. Exceptions regarding UPC information will be made on a case by case basis, and in the instance of items intended to be retailed in a "bulk" fashion.

2.6.All deliveries will be made to the receiving entrance in the rear of the store and between the hours of 9am and 5pm unless otherwise arranged with and approved by the department manager.

2.7. No deliveries will be received without inspection for quality, freshness, proper size, proper quantity, and appearance. If any portion of the products delivered is deemed by Store receiving staff to be of substandard quality or fail to meet the above standards, then a portion or all of the delivery may be refused. In such case the vendor will adjust the invoice accordingly.

2.8.The Store reserves the right for post-delivery inspection and may call the vendor to receive full or partial credit for missing, damaged, or otherwise substandard product or incorrect pricing. In such a case, the store would adjust the invoice after discussion with the vendor.

2.9.All pricing will be agreed upon before delivery.

3. Payment:

3.1.All local vendors will be on Net 21 day terms. Invoices will be paid twenty-one (21) days after delivery.

3.2.Under no circumstance will the Store accept C.O.D. deliveries.

3.3.No goods will be accepted on consignment.

4. In Store Active Demos:

4.1.In an effort to educate the community and further promote the popularity of locally produced items as well as increase sales of locally grown or produced items, New Leaf Market encourages all local vendors to participate in and support active demonstrations at the store.

4.2.The Store will work with local vendors to schedule a time and date for an active demo at the store with special consideration of dates close to holidays and other store events.

4.3.Vendors will sample their products to customers and be prepared to answer customer questions regarding the products.

4.4.Vendors will supply the products for the demos or credit the Store for product used from stock.

6. Counterparts: Copy.

This Agreement may be executed in one or more counterparts but all such separate counterparts shall constitute but one and the same instrument. This Agreement is made in duplicate and each such duplicate shall be deemed to be an original Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.

STORE

Vendor Name & Address

New Leaf Market, Inc.

By: _____

By: _____

Signature

Signature

Print

Print

Date: _____

Date: _____

