

## 2020 VENDOR APPLICATION The Grove

I hereby apply as a vendor for the year 2020. The Grove will be open 7 days a week from 7am to 7 pm, April 1, 2020 - March 31, 2021. Vendors may choose their hours and days of operations as there is no minimum requirement.

Name \_\_\_\_\_

Business \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Contact Person \_\_\_\_\_

Please List Items For Sale\* \_\_\_\_\_

\_\_\_\_\_

### Schedule (check one)

Annual (April - March) \_\_\_\_\_

Semi-Annual (April - September & October - March) \_\_\_\_\_

Quarterly (June - August, September - November, December - February, March - May) \_\_\_\_\_

### Rental (check one)

Indoor \$250 per month \_\_\_\_\_ Outdoor \$150 per month \_\_\_\_\_ Indoor/Outdoor \$300 per month \_\_\_\_\_

I acknowledge I have read and agree to the Rules and Regulations and the License Agreement. \_\_\_\_\_  
(initial)

*\* This is a Harford County "producers only" venue. The vendor must be the grower/producer of the produce/goods that are listed on the application and offered for sale at the Grove.*

*\*Should there be more applicants than spaces, the spaces will be competitively bid.*

*\* Applications accepted throughout year.*

*Return Application to 611 N. Fountain Green Road, Bel Air, Maryland 21015, Attention: Erin Schafer or [elschafer@harfordcountymd.gov](mailto:elschafer@harfordcountymd.gov). Questions please call 410-638-3212.*

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between HARFORD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter “Licensor”) and \_\_\_\_\_(hereinafter “Licensee”).

WHEREAS, Licensor is the fee simple owner of a parcel of land, with improvements, identified as 3525 Conowingo Road, Street, Maryland (hereinafter the “Property”); and

WHEREAS, Licensor has constructed the Grove (hereinafter the “Grove”) on the Property to provide an outlet for local area farmers, artists, vendors, and food processors to sell their wares directly to the consumers in Harford County to promote agricultural sustainability.

WHEREAS, Licensee has a desire to license part of the Grove from the Licensor for purposes of selling produce/goods the Licensee has grown/produced; and

WHEREAS, Licensor has agreed to license part of the Grove to Licensee for the above mentioned purpose.

NOW THEREFORE WITNESSETH, that for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree:

1. The forgoing recitals are incorporated herein.
2. **Grant of License**

Licensor hereby grants to Licensee a license for exclusive use of Stall No.\_\_\_\_ (hereinafter the “Stall”) and nonexclusive use of the common areas of the Grove, as shown on Exhibit “A”, attached hereto and incorporated by reference, solely for the purpose of selling produce/goods the Licensee has grown/produced.

3. **Term**

This License shall remain in full force and effect for a term of \_\_\_\_\_commencing on \_\_\_\_\_, 2020 and terminating on \_\_\_\_\_, 2020 (hereinafter the “Term”).

Licensor shall have the right to terminate the Agreement at any time by giving forty-eight (48) hours’ notice in accordance with Section 10 of this Agreement.

4. **License Fee**

The License Fee for the term shall be \_\_\_\_\_ (\$\_\_\_\_\_) payable in equally monthly installments due on the last day of each month to Harford County, Maryland at the time of signing this Agreement.

5. **Condition of Site**

Licensors shall reasonably maintain the site, fixtures and structures at the Grove in such condition that Licensee can safely and efficiently utilize the Grove and Stall.

Licensee shall keep the Stall in good order and condition and shall remove all trash and recyclables daily. Licensee shall refrain from damaging the Grove or from depositing or contributing to the deposit of trash at the Grove.

Upon termination, Licensee shall surrender the Stall in substantially the same condition as received, except for reasonable and ordinary wear and tear. Licensee and Licensors shall inspect the Stall prior to the commencement date and at the termination date.

6. **Access and Security**

Licensee shall have the right of access and use to the Stall and Grove for purposes of exercising its rights under the Agreement 7 days per week from 7:00 am-7:00 pm. The Grove will be closed for all County Holidays and any emergency or inclement weather closures.

7. **Rules and Regulations**

Licensee will abide by the Grove's Rules and Regulations, attached hereto as Exhibit, "B" and incorporated herein.

8. **Entire Agreement**

This License Agreement shall constitute the entire agreement between the parties with regard to the subject matter contained herein and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated into this License.

9. **Modification of License**

No modification of the Agreement or additional obligation assumed by either party shall be binding unless the modification is in writing and is signed by all parties to the Agreement.

10. **Notice**

Any notice concerning or required under the Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the other party at the address set forth below:

If to Licensor:

Harford County, Maryland  
Erin Schafer, Chief, Facilities and Operations  
611 Fountain Green Road  
Bel Air, Maryland 21015

If to Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change the name of its contact or its address, for notice purposes, by providing at least fourteen (14) days' written notice of the new contact person or address.

11. **Laws and Regulations**

Licensee and Licensor shall comply with all Federal, State and local laws, rules and regulations.

12. **Governing Law**

The laws of the State of Maryland shall apply to the Agreement. Any litigation relating to the Agreement shall be governed by the laws of the State of Maryland and Harford County, Maryland and shall be filed in a state court of competent jurisdiction in Harford County, Maryland or the federal courts in the State of Maryland.

13. **Assignment.**

Licensee shall not assign, in whole or in part, or sublet any part or portion thereof, or grant any license or concession for any part of The Grove.

14. **Insurance.**

Licensee shall secure and maintain, at Licensee's sole expense, or provide the following types of insurance:

**Commercial General Liability:** Bodily injury, property damage, products liability, and personal injury liability, with a combined single limit of not less than \$1,000,000 per occurrence, and a \$2,000,000 general policy aggregate.

Umbrella Excess Liability: Excess bodily injury, property damage, and personal injury liability, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, where applicable.

Workers' Compensation and Employer's Liability:

Bodily injury sustained by vendor, vendors employees, or independent contractors with a combined single limit of not less than \$100,000 per accident, \$100,000 disease each employee, and \$500,000 disease policy limit.

The County, its elected or appointed officials, and its employees shall be additional insureds in Licensee's commercial general liability and umbrella excess liability insurance policies regarding Licensee's maintenance, use, or occupancy of the Property

Licensee shall furnish a certificate of insurance to the County, evidencing the coverages required above at execution of this MOU.

Licensee shall require its respective property, commercial general liability and umbrella excess liability insurer(s) to include a waiver of subrogation in favor of County, its elected or appointed officials and its employees in Licensee's property, commercial general liability and umbrella excess liability insurance policies.

15. **Waiver.** The Licensor, its elected or appointed officials and its employees shall not be liable to Licensee or to any insurer for any loss or damage to Licensee's equipment, goods, products and inventory, if any, located at the Property, Stall or Grove, or for any loss or damage due to bodily injury, property damage or personal injury liability arising out of Licensee's use or occupancy of the Property, Stall or Grove.

16. **Covenant Not to Sue.** Licensee, on behalf of itself, its successors and assigns, hereby covenants that it will not sue, make any claim against, or institute any proceedings against the Licensor, its officers, members, agents, and employees based upon or pertaining to claims arising out of or in any way related to the use of the Property, Stall or Grove.

17. **Severability.** In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement, but the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. **Maryland Law.** The Agreement shall be governed by the laws of the State of Maryland, Harford County, and any applicable Federal laws, and is binding upon and inuring to the benefit of the respective parties hereto.

19. **Indemnification.** Licensee shall indemnify and hold harmless the Licensor, its contractors, officers, directors, agents, employees or volunteers from any and all claims for any loss, expense, damages to person or property (including the Property, Stall or Grove) which may arise from or be incident to the use and occupation of the Property, Stall or Grove by Licensee, its officers, agents, servants, or employees, or others who may be on the Property, Stall or Grove at their invitation or the invitation of any one of them.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement and affixed their seals on the day and year first above written.

WITNESS/ATTEST

LICENSOR  
HARFORD COUNTY, MARYLAND

\_\_\_\_\_  
(signature of witness on line above)

By: \_\_\_\_\_ (Seal)  
Barry Glassman  
County Executive

WITNESS/ATTEST

LICENSEE  
\_\_\_\_\_

\_\_\_\_\_  
(signature of witness on line above)

By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_

Approved as to form and  
legal sufficiency this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

Reviewed and concur this \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Margaret Hartka  
Senior Assistant County Attorney

\_\_\_\_\_  
Erin L. Schafer  
Chief, Facilities and Operations

Harford County, Maryland

Harford County, Maryland

Reviewed and concur this \_\_\_\_ day  
of \_\_\_\_\_, 2020.

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Karen D. Myers  
Director of Procurement  
Harford County, Maryland

Exhibit "A & B"  
Intentionally Omitted