

The Grove

Harford County's agri-business incubator



Rules & Regulations

Application

License Agreement

EXHIBIT B

RULES & REGULATIONS

1. **Producers Only.** This is a "producers only" venue. As indicated on the application, the Licensee must be the grower/producer of the produce/goods that are listed on the application and offered for sale at the Grove. The Licensee must be a Harford County resident or business and grow/produce the produce/goods in Harford County. The Licensor may suspend or prohibit any Licensee's license for the Grove if found to be in violation of the "producers only" rule.
2. **Inspections.** All Licensees at the Grove will, by applying, agree to allow inspection of their farm and production facilities as a means of assuring compliance with the "producer only" rule. All new Licensees seeking a license for the Grove may be subject to a preliminary on-site inspection of the growing or production operations prior to their license application being approved. The inspection will be arranged at a mutually satisfactory time by the applicant and the County.
3. **Licensee.**
 - a. Licensees are required to maintain their stalls in a neat and orderly fashion and be responsible for removing all debris, products, inventory, etc. from their outdoor stall area at the end of each day.
 - b. Licensees and their employees shall conduct themselves in a responsible manner.
 - c. Licensees are not permitted to bring animals (except personal assistance animals) to the Grove for any reason. The sale of livestock at the Grove is prohibited.
 - d. Any actions by Licensees determined by the Licensor to be detrimental to the operation of the Grove may result in revocation of their current license and/or denial of their license for the following season.
 - e. Only approved products may be distributed at the Grove. Distribution of unapproved products, for any reason, during the Grove hours may be cause for revocation of their current license and/or denial of their license the following season.
4. **Health Department.** It is the Licensee's responsibility to secure all required state or county permits and abide by all applicable local, state and federal codes, rules and regulations.
5. **Eggs.** Anyone wishing to sell eggs at the Grove must be in compliance with the Maryland Egg Law's Egg Inspection Program and supply the packer registration number on the application form for the Grove.
6. **Signs.** Licensees are required to have a sign at their stall identifying their business and listing the town/city of operation.

7. **Surveys.** Business and consumer/customer surveys will be conducted from time to time. Licensees agree to cooperate in such surveys.
8. **Safety.** All Licensees are required to operate their stalls in a safe manner so that customers do not trip or fall over produce, tables, boxes, etc., or slip on liquid spills etc. Licensees are required to make immediate safety changes when directed to do so by the Licensor.
9. **Price Posting.** All prices must be posted in writing at the Grove and be visible to customers at all times.
10. **WIC Coupon Program.** Licensees participating in the WIC Coupon Program must have a WIC sign displayed at the vendor's stall.
11. **Grove Hours.** The hours of operation are from 7am to 7pm, 7 days a week excluding Harford County Holidays and Emergency and Inclement weather closings.
12. **Complaints.** In the case of a complaint about alleged violations of the "producer's only" rule, quality of products sold or condition of stalls, the Grove's policy is as follows: All complaints must be in writing and signed by the complainant. The complaint is to be given to the Licensor. A vendor refusing to allow an inspection will be cause for revocation of their current license and/or denial of their license the following season No Grove rent will be refunded in case of a revocation. Any Licensee found to sell product(s) not solely produced by the Licensee will be asked to leave the Grove and forfeit any rent paid to the Grove. Licensees terminated from the Grove may reapply the following season, but will be carefully reviewed and inspected by the Licensor prior to approval of a new license for the Grove.
13. **Insurance.** All authorized Licensees selling goods or produce at the Grove shall individually be held responsible for any loss, personal injury, deaths, and / or any other damage that may occur as a result of the acts or omissions of Licensees, their servants, agents, and employees. Because no insurance is provided to Licensees, each vendor must carry his / her own insurance as required by the License Agreement and must provide proof of insurance to Harford County.
14. **Solicitation.** There will be no soliciting or petitioning by political or religious groups or persons in the Grove. A Licensee or customer or other person who solicits for religious or political purposes will be terminated from the Grove. No plaques, signs or brochures of a political or religious nature may be distributed within the Grove.
15. **Scales.** No scales may be used as a means to determine the amount of product being sold without prior inspection and certification of the scale(s) by the Maryland Department of Agriculture, Division of Weights and Measures.
16. **Security.** Camera surveillance will be provided for security. Licensee must secure main doors if last Licensee to leave the Grove at the end of a business day.
17. **Cleaning.** Licensees, both Indoor and Outdoor, are required to keep their areas clean and free of hazards. No one is permitted to leave or discard merchandise, boxes or cartons on Grove property. ALL TRASH MUST BE REMOVED FROM COUNTY PROPERTY BY LICENSEE EACH DAY. NO TRASH IS TO BE LEFT BEHIND OR DISPOSED OF IN PROPERTY TRASH REMOVAL DUMPSTERS OR TRASH CANS.

18. **Conduct.** Licensees will conduct themselves in a professional, courteous manner at all times. The use of loud, profane or abusive language is not permitted. THE CONSUMPTION OF ALCOHOLIC BEVERAGES BY LICENSEE AT ANY TIME ON THE GROVE PROPERTY IS STRICTLY FORBIDDEN.
19. **Overnight.** No overnight parking or camping is permitted on County property. Licensee may not store or leave merchandise or tables overnight in outdoor stalls. All items MUST be removed on a daily basis. Licensee must vacate the Grove grounds at closing of business each day.
20. **Sub-let.** Licensee at no time may sub-let or sub-divide rental space.
21. **Children.** Licensees may have their children in their own stall but shall not permit their children under the age of 14 in other areas of the Grove unsupervised.
22. **Smoking.** Indoor and Outdoor Grove Licensees are NOT permitted to smoke on Harford County Property.

THE GROVE

2020-2021 Vendor Application

I hereby apply as a vendor for the year 2020. The Grove will be open 7 days a week from 7am to 7 pm, September 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 _____

Semi-Annual _____

Quarterly _____ (minimum requirement)

Rental Rate

Indoor/Outdoor \$100 per month. (Special promotional rates may be available for early subscribers.)

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 Robert Andrews, 2021 Pulaski Highway, Suite D, Havre de Grace, Maryland 21078, Attention: Robert Andrews or rkandrews@harfordcountymd.gov. Questions please call 410-638-3059.*

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 commencing on _____ and terminating on _____ (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 monthly installments of _____ (\$_____) due on the last day of each full month of the Term to Harford County, Maryland, Attention: The Grove, 2021 Pulaski Highway, Havre de Grace, Maryland 21078.

5. **Condition of Site**

Licensor 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. Licensee shall not affix any items to the stall's walls, doors or ceiling without the Licensor's prior written approval.

Upon termination, Licensee shall surrender the Stall in substantially the same condition as received, except for reasonable and ordinary wear and tear. Licensee and Licensor 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
Robert Andrews
2021 Pulaski Highway, Suite D
Havre de Grace, Maryland 21078

Copy: 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:

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.

The County, its elected or appointed officials, and its employees shall be additional insureds in Licensee's general liability insurance policy 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 general liability insurer(s) to include a waiver of subrogation in favor of County, its elected or appointed officials and its employees in Licensee's general liability insurance policy.

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
Harford County, Maryland

Erin L. Schafer
Chief, Facilities and Operations
Harford County, Maryland

Reviewed and concur this ____ day
of _____, 2020.

Karen D. Myers
Director of Procurement
Harford County, Maryland