

# Green Street

## GREEN STREET USE AGREEMENT

This Use Agreement (“**Agreement**”) is made on September \_\_\_, 2025, (“Effective Date”) by and between the City of Lee’s Summit, Missouri, a Missouri municipality, (“**City**”) and Downtown Lee’s Summit Main Street, Inc. a Missouri non-profit corporation (“**DLSMS**”) (collectively “**parties, or singularly “party”**”).

### RECITALS

- A. DLSMS manages a Farmers Market program as part of the services DLSMS provides to the citizens of Lee’s Summit.
- B. The City has constructed a facility called Green Street, which encompasses the City Hall Civic Plaza, Clocktower, art and streetscape features, playground, green space and Green Street Market and adjacent Lawn (“Green Street”).
- C. DLSMS and the City desire that the DLSMS Farmers Market relocate to Green Street.
- D. The City and DLSMS desire to enter into this use agreement for the DLSMS Farmers Market’s use of Green Street to set forth the rights and obligations of the parties for such use.

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Section I. Definitions, Recitals and Exhibits

1) Recitals and Exhibits. The representations, covenants and recitations set forth herein the foregoing recitals and any exhibits attached to this Agreement are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

2) Incorporation of Definitions: All terms not defined elsewhere in this Agreement shall, unless the context otherwise requires, have the following meanings:

- a) “Calendar Year” means January 1 through December 31.
- b) “Vendor” means any individual or entity registered as a vendor with the DLSMS Farmers Market program.

## **Section II. Term and Renewal:**

- 1) Use and Term: Subject to the terms and conditions of this Agreement, DLSMS shall be permitted to use and occupy the Green Street Market and adjacent Lawn of Green Street for use by the DLSMS Farmers Market. The term of this Agreement shall be one (1) year from the Effective Date.
- 2) Renewal: The City shall have the right, subject to acceptance by DLSMS’s representative, to renew and extend this Agreement annually. To exercise each renewal option the City must provide to DLSMS written notice at least 90 days prior to the end of the then current term. The Initial Term and any extensions or renewals thereof shall be the “Term.” Each renewal term shall be on all the same terms and conditions as the Initial term except for any new or additional terms as negotiated, agreed upon, and documented in writing by both parties. If the option for any renewal term is timely exercised by the City and accepted by DLSMS, such renewal term shall be automatically effective following the expiration of the current Term of this Agreement without the execution of any amendment hereto. If both parties have agreed to new additional terms, those terms shall be effective and memorialized by amendment to the Agreement upon the effective date of the renewal term. The City and DLSMS may execute and deliver any supplement to this Agreement that requests evidence that the renewal term has become effective.
- 3) Annual Schedule: At the time of renewal both parties agree to determine in writing by the effective date of the renewal a set schedule for Farmers Market days, for the following Calendar Year. For the first year of the Farmers Market operation within Green Street, both parties agree to determine in writing, within 30 days of the Effective Date, the set schedule for the remainder of the 2025 calendar year and the 2026 calendar year.

## **Section III. DLSMS Farmers Market Location, Dates, and Hours:**

- 1) Location: The DLSMS Farmers Market (“Farmers Market”) will be located within the Green Street Market and adjacent Lawn of Green Street, as depicted in the attached **Exhibit A**.

- 2) Dates: The Farmers Market is intended to be operated year-round on every Saturday and Wednesday unless otherwise agreed by the parties in writing to memorialize the temporary inclusion of additional days for Farmers Market operations and activities.
- 3) Hours: The dedicated Farmers Market hours will be from 6:00am to 2:00pm, including set-up and take-down time for Vendors and any necessary time for cleaning of the space.

#### **Section IV. Farmers Market Standards:**

- 1) DLSMS shall require Vendor compliance with the DLSMS Farmers Market Rules of Operation attached hereto as **Exhibit B**. The parties acknowledge those rules require Vendors to comply with local, state and federal regulations, including all required health codes.
- 2) DLSMS and the City agree that the Farmers Market Ratio goal shall be 80% farm products to 20% food and specialty products, with the variant being seasonal due to vendor and product availability.
- 3) All Vendors shall execute the DLSMS Vendor Application, the form of which is attached as **Exhibit C**, which states the Vendor will be responsible for and will pay for any personal injuries, property damage or clean-up costs caused by their activities or those of anyone assisting the Vendor, and further agree to pay any claims against the City of Lee's Summit, Missouri or DLSMS for personal injuries caused by the Vendor or anyone assisting the Vendor (this includes the costs of any lawsuits, out-of-pocket expenses and attorney's fees).
- 4) DLSMS shall advise all Vendors that they shall collect sales tax as required by Missouri law. It is the sole responsibility of each Vendor to pay sales tax to the Missouri Department of Revenue.

#### **Section V. Maintenance and Security of Green Street:**

- 1) City Maintenance of Green Street: The City will provide all necessary maintenance to Green Street. DLSMS agrees to notify the City of any required or anticipated maintenance upon discovery of any maintenance issue. DLSMS will not conduct or be liable for any maintenance of Green Street. The City will provide DLSMS with 30-day notice of all maintenance that will impact operations at Green Street and the Farmers Market. When maintenance will impact operations of Green Street and the Farmers Market, the City will provide a timeline for maintenance. If feasible, the City will schedule all maintenance so that it does not interfere with the daily operations of Green Street and the Farmers Market.
- 2) Green Street Security: The City will be the sole provider of security services for Green Street and the Farmers Market. Security services will be available 24 hours a day, 365 days a year. Security Services will be outside of the scope of DLSMS's obligations and will be managed and operated by the City. DLSMS shall notify the City of any security concerns as they arise. For events that require additional security, DLSMS shall notify the City 30 days prior to the event and provide sufficient information for the City to determine the level and scope of additional security and security measures.

## **Section VI. Ownership:**

- 1) Ownership of Green Street Equipment and Materials. The City will at all times retain ownership of the Green Street, including but not limited to the real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term of this Agreement, at Green Street. Any data, equipment or materials furnished by the City to DLSMS shall remain the property of the City and shall be returned to the City when no longer needed by DLSMS to perform under this Agreement. Notwithstanding the above, all software, intellectual property, trademarks, developed or otherwise owned by DLSMS shall remain the sole property of DLSMS, but the City may be granted a license to use such software, provided such use would not cause DLSMS to violate the terms of the applicable license agreement respect to such software.
- 2) Right of Possession. The City hereby gives DLSMS the right to be in possession of the Green Street Market and the adjacent Lawn and DLSMS accepts such right of possession, for its use for the Farmers Market in accordance with this Agreement.
- 3) Observance of Agreements. The City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the City is bound in connection with Green Street.
- 4) Use by DLSMS: DLSMS shall have the right to use the Green Street Market and adjacent Lawn, on the dates and during the times agreed to in writing pursuant to Section II.3 of this Agreement, with no costs being assessed or charged to DLSMS for the (1) the Farmer's Market use of the space, and (2) and "set up" and "take down" that is normal and customary for the DLSMS Farmers Market. All revenues generated by the Farmers Market must be used to run, administer, and maintain Farmers Market operations and support the overall management of the DLSMS in support of its mission. The City reserves the right to inspect and review all financial documentation associated with the Farmers Market operations to ensure compliance with this provision.
- 5) Use by the City. The City's use of Green Street, or the use of Green Street by other Green Street users, shall not compete with, nor conflict with, the Farmers Market location, dates, and hours.
- 6) Defective Conditions. If the design or construction of Green Street is defective, and the defective condition causes material damage to Green Street, poses a risk of injury to people or property, fails to satisfy city code, or is not in compliance with local, state or federal codes, after written notice from DLSMS to the City, the City shall as expeditiously as possible remedy such defect. The City's obligation to proceed expeditiously shall apply regardless of whether or when insurance proceeds may be available to cover the necessary expenditures.

## **Section VII. Sponsorship:**

- 1) Farmers Market Sponsorships: On the dates and during the times of use agreed to pursuant to Section II.3 of this Agreement, DLSMS shall have the ability to provide sponsorship opportunities without interference from City sponsorships. The City shall reasonably limit

exclusivity of its sponsorships to ensure that DLSMS can provide sponsorship opportunities within the Farmers Market.

- 2) Sponsorship Materials: DLSMS shall have the ability to place sponsorship materials within the Farmers Market on the dates and during the times of use agreed to pursuant to Section II.3 of this Agreement. Sponsorship materials shall not be permanent in nature. Use of electronic sponsorship materials may occur. Specifications and materials related to electronic sponsorship shall be given to the Green Street Facilities and Events Manager to ensure proper presentation during dates and times of the Farmers Market.
- 3) Sponsorship Events: DLSMS shall have the ability to provide for sponsored events on the dates and times of use agreed to pursuant to Section II.3 of this Agreement during the Farmers Market.

#### **Section VIII. Insurance:**

Evidence of insurance shall be provided to the City upon request.

- 1) Commercial General Liability: DLSMS shall maintain per “occurrence” form Commercial General Liability Insurance with \$2,000,000 each occurrence limit for bodily injury and property damage and \$4,000,000 policy aggregate. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, and employees shall be endorsed as an Additional Insured on form CG 2026 designated for persons or organizations. The Policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. The Comprehensive General Liability policy to be extended to the City shall contain a Sovereign Immunity Exclusion Endorsement that provides that the policy does not apply to any claim to which the additional insured is immune under the legal doctrine of sovereign immunity or would have been immune under the legal doctrine of sovereign immunity but for the additional insured’s waiver of such immunity.
- 2) Vehicle Liability: DLSMS owns no vehicles and will not be operating automobiles in the use of the Green Street Market and adjacent Lawn.
- 3) Workers’ Compensation Insurance: DLSMS shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over DLSMS employees engaged in the performance of work or services under this Agreement and shall also maintain Employer’s Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, and employees.

#### **Section IX. Indemnification:**

To the fullest extent permitted by law, DLSMS shall indemnify, defend, and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an “**Indemnified Party**”, for, from, and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including but not

limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, of DLSMS, its officers, employee's, agents or any tier of subcontractor or person for which DLSMS may be legally liable in its use of the Green Street Market and adjacent Lawn. The amount and type of insurance coverage requirements set forth in this Agreement in no way shall be construed to limit the scope of indemnity created by this provision.

#### **Section X. Agreement Monitoring:**

- 1) City's Representative. The City shall monitor compliance with the terms of this Agreement through the City Manager (subject to change by written notice of the City to DLSMS), who shall be the City Representative. The City representative shall be the liaison between DLSMS and the City on all matters relating to this Agreement, including the scheduling provided for in Section II.3. The City Representative shall be responsible for contract compliance by DLSMS.
- 2) DLSMS's Representative. DLSMS shall monitor its compliance with the terms of this Agreement through the executive director of DLSMS (subject to change by written notice to the City), who shall be the DLSMS representative. Such person shall be the day-to-day liaison between the City and DLSMS.

#### **Section XI. Name, Logos; Advertisement:**

- 1) Use of City's Name and Logos: Green Street has been named by the City and such name and all logos related thereto shall be the sole exclusive property of the City. DLSMS shall have the right to use the name and all logos of Green Street throughout the Term of this Agreement in furtherance of the DLSMS's use of the Green Street Market and adjacent Lawn under this Agreement, without charge. Such use may include placement of the logo on DLSMS's stationery and in the advertising of Green Street.
- 2) Obligations of the City: Without first obtaining DLSMS's consent, neither the City nor the City Council shall publish any Farmers Market advertising materials or implement any Farmers Market advertising or promotional programs of its own.

#### **Section XII. Events of Default:**

- 1) Default. Each of the following shall constitute a "**Default**" under this Agreement, which shall be deemed an Event of Default.
  - a) Failure of either party to perform, keep or fulfill any of the material covenants, undertakings, obligations, or conditions set forth in this Agreement and the continuance of such default for a period of thirty (30) days after the defaulting Party's receipt of written notice from the non-defaulting Party of such failure.
- 2) Event of Default. Upon the occurrence of any Default by either Party, said Default shall be deemed an "**Event of Default**" under this Agreement if the defaulting Party fails to cure the Default within thirty (30) days after receipt of written notice from the non-defaulting Party demanding such cure, or, if the Default is such that it cannot reasonably be cured within said thirty (30) day period of time, if the defaulting Party fails to commence the cure of such Default

within said thirty (30) day period of time or thereafter fails to diligently pursue such efforts to completion.

- 3) Remedies. Upon the occurrence of an Event of Default, Termination procedures as defined in Section XIII shall be followed.
- 4) Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

### **Section XIII. Termination:**

Termination Procedures: In the Event of Default, , the non-defaulting party may terminate this Agreement by written notice after giving an additional opportunity to cure the Default as follows:

- a) Written notice of Default shall be delivered to the Defaulting Party.
- b) Such notice shall describe the Default in reasonable detail.
- c) If the stated Default continues unremedied for a ten (10) period after notice is given (or, if the Default is of a nature that it cannot be cured within ten (10) days and the Defaulting Party has not taken reasonable steps within the ten (10) day period to cure the Default as soon as reasonably practicable), then this Agreement may be terminated upon ten (10) days' written notice.

### **Section XIV. Relationship:**

Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making DLSMS a partner or joint venturer with the City in the operation of Green Street. The City and DLSMS agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and DLSMS related to the operation and use of Green Street.

### **Section XV. Consents and Cooperation:**

- 1) Wherever in this Agreement the consent, approval, or authorization of the City and the DLSMS is required, such consent, approval, or authorization shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized representative of the party granting such consent or approval. Further, the City and the DLSMS agree to take such reasonable actions as may be necessary to carry out the terms, provisions and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions and intent.

- 2) Unless specifically provided to the contrary herein, all approvals or consents of the City may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager, in his/her discretion, may seek the advice, consent or approval of the City Council for any action that requires consent or approval by the City Manager pursuant to this Agreement.
- 3) As user of Green Street, DLSMS will frequently rely on City feedback, approvals, and authorization to proceed with aspects of DLSMS's obligations hereunder. The Parties agree that DLSMS may rely on written feedback, approvals, and authorization from the City Manager, City Attorney and other City legal counsel, or any other person delegated such authority in writing by any of the aforementioned (the "**City Authorities**"). In no event will DLSMS have any liability under this Agreement for relying on the City Authorities or waiting to proceed with any given activity hereunder until written feedback, approvals, or authorization, as applicable, is received from one or more City Authorities.

#### **Section XVI. Notice:**

Any notice, demand, or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally.

To the DLSMS:

Downtown Lee's Summit Main Street.  
c/o Donnie Rodgers  
220 SE Green Street,  
Lee's Summit, Missouri 64063

To the City:

City Manager  
City of Lee's Summit  
220 SE Green Street  
Lee's Summit, Missouri 64063

With copies to:

Christine Bushyhead  
Attorney  
315 SE Main St,  
Lee's Summit, MO 64063

With copies to:

City Attorney  
City of Lee's Summit  
220 SE Green Street  
Lee's Summit, Missouri 64063

#### **Section XVII. Assignment of Agreement:**

DLSMS shall not transfer, lease, or permit any assignment or lien to exist or in any other manner, dispose of DLSMS' rights in this Agreement without the prior written consent of the City, such consents not to be unreasonably withheld. DLSMS may not subcontract or assign any of the obligations under this Agreement without first obtaining the written approval of the City.

#### **Section XVIII. Entire Agreement:**

This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of



any nature whatsoever with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of the City and the DLSMS.

**Section XIX. Applicable Law:**

This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.

**Section XX. Force Majeure:**

Either Party may be excused for the period of any delay in performance of any obligation under this agreement caused by forces outside of either parties control, such as, but not limited to, labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, governmental regulations or controls, fire or other casualty, disastrous weather events, or Acts of God.

**Section XXI. Execution of Counterparts:**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**Section XXII. Severability:**

In the event any section, term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid section, term or provision is such that a court reasonably would find that the parties, or either of them, would not have entered the Agreement without such term or provision, or would not have intended the remainder of the Agreement to be enforced without such term or provision.

**Section XXIII. Headings:**

Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

**Section XXIV. Negotiation of Agreement:**

The City and the DLSMS are governmental and not-for-profit entities, respectively, each having been represented and advised by competent counsel, and each has fully participated in the negotiation and drafting of this Agreement and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals the day and year first above written.

**CITY OF LEE'S SUMMIT, MISSOURI**

By: \_\_\_\_\_  
Mark Dunning, City Manager

ATTEST:

\_\_\_\_\_  
Trisha Fowler Arcuri  
City Clerk

Approved as to form:

\_\_\_\_\_  
David Bushek  
Chief Counsel of  
Economic Development & Planning

**DOWNTOWN LEE'S SUMMIT MAINSTREET**  
a Missouri not-for-profit corporation

By: \_\_\_\_\_  
Donnie Rodgers, Executive Director

**END OF DOCUMENT**

EXHIBIT A

JOHNSON STREET

2ND STREET

3RD STREET

GREEN STREET

No Closure During Farmers Market Use

No Closure During Farmers Market Use

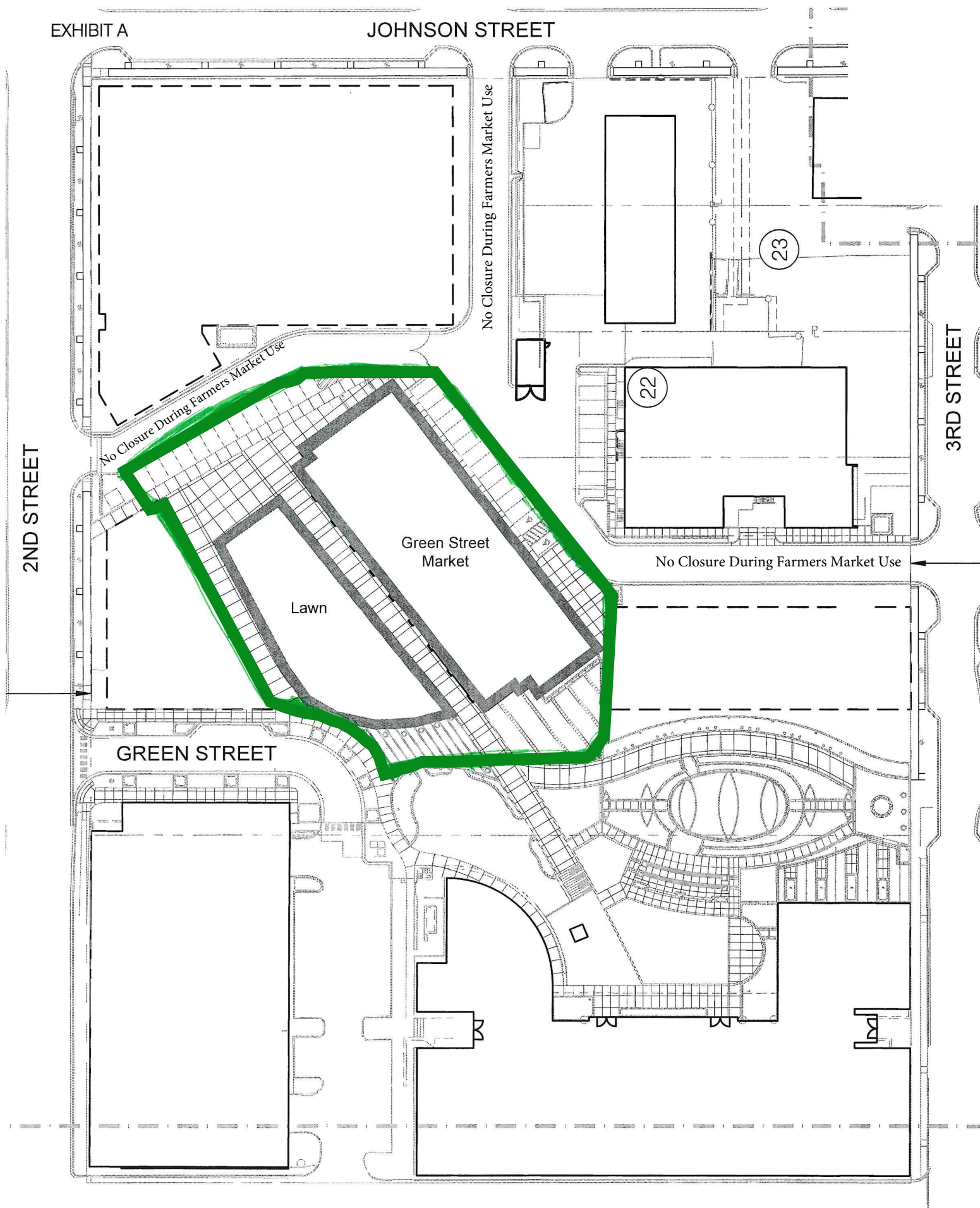
No Closure During Farmers Market Use

Green Street Market

Lawn

23

22



## **Exhibit B**

### Rules of Operation

**FARMERS MARKET RULES OF OPERATION  
DOWNTOWN LEE'S SUMMIT MAIN STREET INC.**

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## **1. Market Management:**

The Downtown Lee's Summit Farmers Market (the "Market") is operated by Downtown Lee's Summit Main Street Inc., a Missouri 501c3 nonprofit corporation ("DLSMS"). DLSMS's Executive Director is Donnie Rodgers. The Market Manager is Jenny Gale, who also is the DLSMS Assistant Director.

Downtown Lee's Summit Main Street

13 SE Third Street, Lee's Summit, MO. 64063

Phone: 816-246-6598

Website: [downtownls.org](http://downtownls.org)

Email: [jenny@downtownls.org](mailto:jenny@downtownls.org) / [donnie@downtownls.org](mailto:donnie@downtownls.org)

Social Media: FB & Instagram: [@downtownlsfarmersmarket](https://www.instagram.com/downtownlsfarmersmarket)

## **2. Market Dates and Hours**

The specific dates and hours of operation of the Farmers Market will be set forth on the DLSMS website. The dates and hours are subject to change. The DLSMS staff will notify vendors of any changes to dates and hours of operation. The operating hours of the Farmers Market for 2025 will be as follows:

April 19<sup>th</sup> -October 25<sup>th</sup>

Saturdays 8am-noon

Wednesday 8am-noon

Special Events: Spring Celebration May 10<sup>th</sup> and Harvest Festival October 4<sup>th</sup>

## **3. Location**

- The Market is located at 113 S.E. Douglas St., in the public parking lot at the corner of Second and Douglas streets, Lee's Summit, Missouri.
- We will move to the Green Street Market building on Saturday, August 16<sup>th</sup> and complete our season in this space. The address is 209 SE Green Street.
- DLSMS reserves the right to change the location of the market to ensure the safety of vendors and customers. Vendors will be notified prior to a change in location.

#### 4. Farmers Market Advisory Committee

- The Farmers Market Advisory Committee assists the DLSMS Assistant Director in managing the Farmers Market. Vendors can volunteer to be on the committee if they regularly attend the Farmers Market and are the primary contact for their booth.
- Attendance at committee meetings will be recorded by the Assistant Director. Members must attend a minimum of 50% of scheduled meetings per year in order to remain on the committee.
- Meetings are scheduled for the second Monday of the month. All vendors are welcome and encouraged to join.

#### 5. Compliance with Rules and Regulations:

These Rules of Operation apply to all aspects of the Market, and each Market participant will operate under these Rules. **Any violation of these Rules of Operation may result in the immediate forfeiture of the vendor's Market rights and any paid fees.**

#### 6. Application and Assignment

##### A. Overview

- a. The Market will be open to people who desire to sell products of quality and value that preferably have been grown or made by the vendor. Flea-market-type items and hawking are not permitted. Sales of jams, jellies, eggs, meat, baked goods, flowers, fruits, vegetables, locally produced or locally sourced products and specialty items are permitted if in compliance with the Jackson County Health Department.
- b. As recommended by the Missouri Department of Agriculture, DLSMS strives for an 80/20 balance wherein: 80% of the market vendors must sell farm raised products (meat, produce, flowers, and honey) and 20% sell other locally sourced products such as: (baked goods, canned goods, and other locally produced or locally sourced products).
- c. Resellers (vendors that purchase products that they do not grow themselves), are allowed at the farmers market. All items must be listed on the application. Any changes or additions after approval are subject to approval by DLSMS BEFORE selling at market. Signage must be clearly labeled to denote the point of origin of each product and must be originally grown/raised within 150 miles of Lee's Summit.
- d. Priority is given to farmers market vendors that are directly and actively involved in the planting, growing, harvesting, production and/or raising of agricultural products/animals/goods.



## B. Application Process

- a. All vendors must apply annually, including returning vendors.
- b. Applications are available in December, each year prior to market season, at [downtownls.org](http://downtownls.org).
- c. Applying does not guarantee acceptance in the Farmers Market. Additionally, applying does not guarantee the stall space assignment or number of stalls indicated on the application.
- d. Vendors are required to list ALL products to be sold at the Market on their application. All items, along with changes or additions are subject to approval by DLSMS.
- e. **Application deadline for additional spaces at Green Street July 6, 2025.**  
Must be in-hand to the DLSMS office by 7/6 in-order to be reviewed.

## C. Required Application Paperwork

- a. 2025 Application
  - 1.Note: DLSMS has the right to deny certain products on the submitted product list at any point in time.
- b. Read and signed agreement for application and Rules & Operations (last page of application.)
- c. Must have all applicable certificates required by Jackson County. Refer to [jacksongov.org/eh](http://jacksongov.org/eh) for questions related to your product. \*Only USDA certified organic certificate needed for DLSMS, if applicable.
- d. Copy of your Employee Identification Number (EIN) or Missouri Sales Tax ID.

## D. Selection and Assignment

- a. Vendor stalls are assigned on an annual basis with any remaining stalls assigned by DLSMS staff and the Committee based upon product offered and product diversity.
- b. Selection of vendors will rely on a variety of market-related factors including, but not limited to the following:
  - 1.Farmers Market goals and objectives.
  - 2.Farmers Market policies and procedures.
  - 3.Farmers Market product and vendor mix.
  - 4.Locally made products will be given preference over non-locally made products.
  - 5.Vendor's Farmers Market history (past participation and compliance or lack thereof with these rules and regulations).
  - 6.Vendors who attend both days (Saturday & Wednesday) may take priority over a vendor with local food who is only selling a few months out of season or vendor who only sells on Saturdays.

E. Acceptance

- a. **Vendors will be notified by July 14, 2025.**
- b. A single stall shall consist of a single 10'x10' space. A maximum of two annual stalls may be granted to a vendor at the sole discretion of DLSMS.
- c. **Downtown Days: The market will be closed the week of the Downtown Days Festival in Downtown Lee's Summit on June 6-8, 2025. The dates of these markets are Wednesday, June 4, 2025, and Saturday, June 7, 2025.**
- d. **Oktoberfest: The market will be closed on Saturday, September 27, 2025 due to this festival.**

F. Vendor Fees

- a. 10-week remaining season rates are \$150 for Wednesdays and \$250 for Saturdays per stall. The daily rate is \$40 for Wednesdays, \$60 for Saturdays, and \$75 for special events.
- b. **If a vendor is accepted, payment in full will be due August 1st, 2025. You will be sent an online link for payment with acceptance.**
- c. For accepted vendors, the booth fees are non-refundable.

G. Daily Stalls

- a. Daily vendor applications will be reviewed throughout the season and accepted on a case-by-case basis. Must be submitted at least one week in advance.
- b. No daily stalls will be available during the week of Downtown Days, the first full weekend in June.

**7. Requirements**

A. Compliance with Law

- a. Sales tax must be collected as required by Missouri State law. It is the sole responsibility of each vendor to pay sales tax to the Missouri Department of Revenue.

B. Compliance with Jackson County Health Codes, State of Missouri, & Federal regulations

- a. Vendors must comply with all Jackson County Health Department Guidelines, including but not limited to mask mandates, sanitizing equipment, permits, etc.
- b. The sale of all food items must comply with state of Missouri, local laws and health codes, and federal regulations.
- c. It is up to each vendor to obtain any necessary permits and certifications required based upon their product. Please see **Jackson County Health Department at [jacksongov.org/eh](http://jacksongov.org/eh) or 816-881-6690** for all requirements and questions. All permits and licenses must be available upon request when Health Department attends the market to verify.

- d. Farmers Market Stall Permit is required to be allowed to give out samples of fruits and vegetables. Each vendor is responsible for any permits needed.
- e. **Contact the Jackson County Health Department at 816-881-6690 or jacksongov.org/eh for questions.**

C. Vendor Bio- Each Vendor must submit a bio questionnaire upon acceptance into the LS Farmers Market. The Bio form will be emailed out and must be submitted before the start of the season. Information collected will be utilized in the promotion of the market and individual vendors.

## 8. Vendor Categories

A. **Farmers** are persons actively involved in the planting, growing, harvesting and/or raising of agricultural products/animals on owned, rented, or leased land.

- a. Farm products are those items grown or raised by the farmer upon land that s/he controls through ownership, lease, rental, or other legal agreement. These products are fruits and vegetables, nuts, honey, eggs, dairy, grains, herbs, flowers, plants, meat, fish, and animal derived products.
- b. Bedding plants and potted plants must be grown from seed, starter plugs, cutting, bulbs or bare root, and be well established in its current container, by the seller. No resale of pre-finished plants is allowed. No sale of prefinished plants purchased in individual re-sellable containers.
- c. All slaughter animals shall be in the vendor's immediate custody, care, and control a minimum of 50% of the animal's life at time of slaughter. Vendors must abide by all applicable federal, state and local regulations, inspection regimes, and adhere to federal or state guidelines on all labels. No meat should be resale of trade or sale barn livestock and no livestock from any condemned or "for slaughter only" herds shall be sold in any form. No resale of packaged meat. No live animals are to be sold at the market.

B. **Farmer Processors** are persons actively involved in the processing of product sold at the market that was grown/raised by the member. A farmer processor may sell processed farm goods, value-added processed farm foods, and on-premise prepared farm foods.

- a. Processed Farm Products are products made from scratch, using raw agricultural products a majority of which are grown/raised and then produced by the member. These products include all farm products that were in some way processed including cheeses, dairy, meats, dried fruits and vegetables, juices, jams, and jellies, canned goods, baked goods, prepared foods or other processed agricultural and livestock food products.

C. **Non-Farmer Processors** process farm products that are not grown by the processor, but process products which the vendor made from raw ingredients which have then been cooked, canned, dried, baked, preserved, or otherwise significantly treated.

- a. Processed non-farm products are made from scratch, using raw ingredients, not grown by the member. These may include cheeses, dairy, meats, dried fruits and vegetables, juices, jams, canned goods, baked goods, prepared foods or other processed agricultural and livestock food products.

- D. **Artisan Producers** are persons actively involved in the creation of unique, high quality; hand-crafted products not meant for consumption.
- a. Artisan products are agriculturally related or body products, made from scratch using raw ingredients not grown by the member. Every effort must be made to obtain ingredients from other LS vendors.

## **9. Rules**

### **A. Vendors**

- a. Every Market vendor is subject to these Rules of Operations. A vendor is defined as the primary person signing the agreement and/or operating a Market stall.
- b. The primary person on the application must be involved in the production and/or sales of items. Anyone who is working or assisting in the business must abide by the Rules.
- c. Each stall must have an adult 18 years of age or older at the booth at all times, unless prior arrangements have been made with DLSMS and proper insurance has been provided. Minors must be supervised by an adult at all times.
- d. You are not allowed to sell product before the market opens at 8:00 a.m.

### **B. Vendor Arrival/Departure**

- a. Vendors should be in place no later than 7:30 a.m. Attendance will be taken.
- b. No one may drive into our load in area after 7:30 a.m. to ensure a timely market start. If you arrive after 7:30 a.m., you will not be permitted to sell at the market that day.
- c. Vendors are required to stay for the entirety of the market until noon.
- d. A vendor who is not set up by 8:00 a.m. when the market opens, will receive a warning each time. Each late arrival/start time will be one warning. After four warnings (one verbal, three written), vendor will be required to forfeit the remaining rights to the stall for the season, including all paid fees. An exception may be made if the market manager is notified ahead of time.
- e. If vendor sells out before end of market, the vendor MAY NOT break down and/or remove their booth items until the market ends at noon. Only during an emergency should a vendor leave before close of market and if so, should have permission form on-site market manager to ensure safety.
- f. No vehicle will be allowed to enter the load out area before the end of the market day at noon.

### C. Absence

- a. Vendors must notify the Farmers Market manager if the vendor will not be attending the Farmers Market for the week. Notification must be done no later than 4pm Monday for Wednesday market and 4pm Thursday for Saturday market.
- b. In the event of unforeseen circumstances on the Farmers Market Day, vendors must notify the Farmers Market Manager as soon as possible.
- c. If market day temperatures exceed a temperature you are comfortable with or there is a chance for severe weather, you are allowed to forgo attending the market that day. Please contact the Market Manager if you plan to be absent for excessive heat or severe weather. This will not count against your attendance of the market.
- d. If finishing the season before the official end of the Farmers Market season, notification of last week should be given to the Market Manager.
- e. It will be up to the discretion of the market manager and needs of the market if a replacement vendor will be made for the open stall.
- f. If a vendor of an annual stall does not attend the market a minimum of twice a month from June through September, the vendor may be required to forfeit the remaining rights to the stall for the season, including all paid fees, and the stall may be sold to another vendor. Exceptions may be made at the discretion of DLSMS and the Committee.

### D. Vehicles

- a. Parking
  1. Any vendor, their employees and/or helpers with extra vehicles may park them in the public parking garage on Second Street near the Market or in the parking lot off 2<sup>nd</sup> and Douglas Streets. This garage is located on the corner of Second and Green streets and is provided to the public free of charge.
  2. If a vendor needs special accommodations, supporting documentation of such must be presented to DLSMS for other arrangements to be determined.
- b. Trailers
  1. No trailers are allowed unless pre-approved by the Market Manager.

c. Appearance

1. Each vendor's booth space will be kept clean and presentable.
2. Vendors cannot sell out of their vehicle and must have a table setup. (May re-stock table from vehicle). This only applies to vendors approved for parking spaces outside of the building.
3. No tents will be allowed inside the building or on the exterior property unless approved by DLSMS staff.

E. Vendor Stalls

- a. No vendor shall share, resell, sublet or lend their stall. All stall assignments and items sold must be approved through DLSMS.

b. Setup

1. The Market does not provide any set-up equipment or supplies. Vendors must bring their own tables, and chairs. No tents are allowed inside the market building or on the parameter of the building.
2. Vendors are responsible for setting up, displaying and bagging their products in a saleable manner that is sanitary and attractive. Vendors are required to keep their stalls clean.
3. Each vendor must display and sell products from within the confines of the assigned stall (each stall is 10'x10').
4. Vendors must display pricing of all products offered.
5. A vendor is required to keep all contents, products, and byproducts in the boundaries of his/her assigned stall at all times, no matter how many empty stalls might be located throughout the Market.
6. Nothing can encroach on aisle space, common areas, fire lanes or neighboring stalls. Any exception to this policy will be at the discretion of the market manager.
7. A vendor is to keep all spare stock, packing materials, cardboard boxes and bags in an orderly fashion at all times.
8. Produce or other food-related items must be displayed or stored at least 6 inches above the ground or in a hard non-porous container, per the Jackson County Health Department.

c. Trash

1. Each vendor is responsible for disposing of the vendor's own trash at home or another location. Vendors may not dispose of trash in the trashcan located in the Market area, as this is solely for the use of customers and pedestrians.

d. Pets

1. Vendors are not allowed to have pets at the Market, with the exception of service animals.

e. Pricing

1. Prices to be charged will be fair and at then-current market prices. The vendor and the customer will negotiate sales. DLSMS is not responsible for sales arrangements or warranties of any sort, expressed or implied, concerning produce or any other item bought, sold or traded. The vendor is responsible for payment of all sales taxes.

F. Product

- a. Vendors may have 10% of their table filled with items from the other category, excluding baked goods, as long as they are listed on their application and have been approved by DLSMS. Exceptions will be made for the first two weeks of the market and the last two weeks of the market at which time the vendor may fill 30% of their table with items in the other category.
- b. **All produce, plants, or meats must be grown or raised in Missouri or grown within 150 miles of Lee's Summit.**
- c. Sale of live animals and used items is not permitted.
- d. All meat sold must be raised by the vendor. (See 8. Vendor categories; A.; c.) Resale of packaged meat is prohibited.
- e. Homemade baked goods and locally produced or locally sourced products related to a Farmers Market are allowed if approved by DLSMS and proper documentation is provided.

G. Marketing

a. Signage Requirements

1. Each vendor must display the name and location of his or her farm or business at their booth.
2. Home Grown: Produce grown by the vendor can be labeled as "homegrown."
3. Only those approved can utilize "organic" signs and must provide supporting documentation and certification to DLSMS.
4. Resell: If a vendor is reselling products not grown by them, it must be clearly labeled and easily read by the customer. Resell vendors can choose to use the sign template provided by Downtown Lee's Summit Main Street. Signage, at a minimum, should be 3" x 5" and easily read. If the majority of product being sold is not grown by the vendor, one sign indicating the source (minimum of 8" x

10") is sufficient. Item name, price, and source must be included on all signage.

- b. No political signage allowed at the market.
  - 1. In order to respect the beliefs and views of all vendors and customers, no political signage or apparel will be allowed at the market.
  - 2. Anyone wishing to pass out materials and/or collect signatures will be directed outside of the market boundaries.

#### H. Vendor Conduct

- a. Vendors must be truthful and honest at all times in disclosing the origin of products being sold and their production practices. Fraudulent, dishonest, and deceptive practices carried out at the Downtown Lee's Summit Farmers Market may be punishable by cancellation of selling privileges without a refund and potentially banned from selling at the market.
- b. Vendors and their employees will be neat, suitably dressed, and communicate in a courteous and appropriate manner.
- c. No smoking is allowed in the Market, including vape/e-cigs.
- d. No alcohol is allowed on the premises.
- e. All vendors and patrons will show others respect at all times. Foul language will not be tolerated.
- f. Vendors, employees, helpers or patrons who arrive inebriated during Market hours, use foul language, or act in a confrontational manner will be asked to leave the Market immediately, and will need approval from DLSMS to return.

#### I. Indemnity and Hold Harmless

- a. Each vendor will be responsible for and will pay for any personal injuries, property damage or cleanup costs caused by activities of the vendor or anyone helping the vendor; and each vendor, by signing the application agreement, hereby holds harmless the City of Lee's Summit, Downtown Lee's Summit Main Street Inc., Lee's Summit Community Improvement District, and the Farmers Market Committee members for any such damages.
- b. The vendor further agrees to pay any claims against the City of Lee's Summit or Downtown Lee's Summit Main Street Inc. for personal injuries that are the fault of the vendor or anyone helping the vendor (this includes the costs of any lawsuits, out-of-pocket expenses, and attorney's fees).

#### J. Purpose, Amendment, and Interpretation of Rules.

- a. These Rules are intended to create a safe and successful Farmers Market and shopping environment. They may be amended or modified, when necessary, by



DLSMS. DLSMS staff has the authority to interpret, when necessary, and enforce the Rules of Operation

## **10. Rule Violations**

Violations of any of these Rules as determined by DLSMS may result in suspension from the Market, warnings, or revocation of Market privileges with forfeiture of any paid fees and prohibition from purchasing a stall in future years. Upon determination that a vendor has violated any of these Rules, DLSMS shall determine the appropriate response action.

A. Minor violations of these Rules and Regulations will result in warnings against the offending vendor. Examples of warnings include but are not limited to missing more than two market days in a month during peak season, tardiness, missing or inaccurate signage, selling before the market opens at 8:00am, and stall set-up violations.

a. If a vendor receives four warnings (1 verbal & 3 written warnings) in the same season, he/she may be expelled from the Market. Verbal warning is given first.

B. Based on the severity of the infraction, a vendor may be immediately expelled from the market, without prior warnings.

C. DLSMS has the authority to deny any person the privilege of operating at the Downtown Lee's Summit Farmers Market who, in DLSMS's judgment, is using methods that are detrimental to attendance at the Market, or contrary to the Market's policies, standards and mission.

## **11. Disputes or Complaints**

A. If a problem arises during market hours, please contact the on-site Market Manager or Farmers Market Committee Chair, Committee Members or DLSMS. Disputes will be settled according to the Market Rules of Operation. The Committee's decision will be final. Appeals can be directed in writing to: DLSMS, 13 SE Third Street, Lee's Summit, MO 64063, and will be settled prior to the next scheduled Market day after receiving the complaint.

B. The decisions of DLSMS are final. Any other customer or vendor complaints should be submitted in writing to 13 SE Third Street or [jenny@downtownls.org](mailto:jenny@downtownls.org).

C. If complaints are submitted via phone or in person, a written account will be documented with DLSMS.

## **12. Vendor Safety**

A. Vendors must be 18 years or older to sell at the Farmers Market (alone).

B. Vendors are responsible for educating their staff about these Rules and Regulations.

- C. No “hawking” or yelling out product items or prices to customers is permitted.
- E. Vendors who have issues regarding other vendors and/or specific Rules and Operations complaints must report such issues to DLSMS in a professional and non-confrontational manner. DLSMS will determine if a violation has occurred or if any issue needs to be addressed by the other vendor.
- F. Vendors are expected to manage their own stall/space and staff. Vendors are responsible for the actions of their staff.
- G. Vendors must comply with all applicable federal, state, and local statutes, ordinances, regulations, and laws. No vendor shall discriminate against any person in the performance of their work because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, ancestry, veteran status, or income level.
- H. No vendor will harass, threaten, or intimidate another vendor, another vendor’s staff, DLSMS staff, any customer or any member of the public.
- I. Vendors are not allowed to enter into any price-fixing.
- J. No propane, gas, or kerosene is allowed.
- K. The farmers market is a rain or shine market. In the event of a severe weather event, shelter is located in the Green Street Market building or at the public parking garage on the corner of Green and 2<sup>nd</sup> Streets. Vendors are allowed to leave the market lot early IF the Market Manager allows, all other vendors are leaving, and no customers are left in the market building. You may not leave unless there is severe weather.

### **13. Web Release and photographs**

- A. The DLSMS website at [www.downtownls.org](http://www.downtownls.org) will include a list of Farmers Market vendors. Each vendor’s name, city and state, identification as to what type of vendor, individual Farmers Market dates, product list will be available to the public on the website. This information must be provided and maintained by the vendor.
- B. Photographs of vendors at the Farmers Market are taken. As part of the consideration for the use of a stall/space, vendors and vendor’s staff participating in the Farmers Market authorize DLSMS to use any photograph(s) taken of said persons during the Farmers Market day activities and waive any and all claims that said persons may have or claim to have resulted from such photos or reproduction of them.

#### 14. Definitions:

**A. Farmers Market Vendor-** A local farmer and/or producer who is accepted into the Farmer's market to sell their products to the local community; ensures compliance of all rules and regulations; maintains a positive and professional relationship with DLSMS staff, other vendors, and shoppers; aids in the marketing of their products at the Farmers Market.

**B. Homegrown-**Product is planted, grown, and harvested by the Farm vendor and/or staff on the farm vendor's (owned or leased) property.

For the purposes of these rules and regulations, "homegrown" may also apply to animal products (for example, beef, pork, lamb, poultry, eggs and dairy) when the animals are raised, cared-for and monitored on a daily basis by the Farm Vendor or staff on the Farm Vendors (owned or leased) property.

Note: A Farm Vendor may be considered 100% homegrown if everything the vendor sells is "homegrown" except for one or two products that are supplemented, as long as such products are an added-value product to the Farmers' market and have been listed & approved by DLSMS.

**C. Locally Purchased-** Products purchased by the Farm Vendor directly from a known farmer who has planted, grown, and harvested the products within a 150 mile radius of the Farmers Market. When applying animal products, the animals must be raised, cared-for and monitored on a daily basis within a 150 mile radius of the Farmers Market.

**D. Organic or USDA-Certified Organic-**Products grown by a USDA-Certified Organic farm. (Certification must be on file with DLSMS.)

a. Note: Farm vendors who are not USDA-Certified Organic may not use the term "organic" on any signs or verbally when talking to customers to describe their products and/or practices. Vendors may use alternative marketing phrases such as "no sprays", "all natural", or "pesticide free".

**E. Resell-** The vendor did not grow or produce items themselves and selling it out of stall is reselling. Resell vendors are responsible for knowing where any product he/she sells is coming from & must be clearly labeled for the customer. Resellers must verify where the product is being grown, before selling it at the market and able to confirm and prove the origination of the product. Vendors must carry receipts of all resell items and upon request the vendor must be able to provide the farm name, address, and phone number for where the product was grown or purchased: Auction receipt or auction house records may also be reviewed.

**F. Stall-** A space within the market area that vendors may use for displaying their produce or products. Stalls are assigned at the beginning of the market season by the committee and cannot be bought or sold as part of a farm or business.

**G. Escort-** additional person walking beside moving vehicle to help clear the path of pedestrians in order to safely exit the market during operating hours. Only to be utilized during emergency situations, otherwise vehicles are prohibited to drive around during market hours.

**Exhibit C**

Vendor Application



DOWNTOWN LEE'S SUMMIT FARMERS MARKET  
2025 Vendor Application – Green Street  
Complete and return to Downtown Lee's Summit Main Street  
13 SE Third Street, Lee's Summit, MO 64063

**DUE: Sunday, July 6, 2025**



**2025 Green Street Market Season August 16<sup>th</sup>– October 25<sup>th</sup>, 2025**

NAME \_\_\_\_\_ FARM/BUSINESS NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Preferred PHONE \_\_\_\_\_

EMAIL *(All market communications will be sent via email. Please include a working email that you check often.)*

Farm/Business Facebook: \_\_\_\_\_

Farm/Business Instagram: \_\_\_\_\_

**MONTHS YOU WILL BE SELLING** *(Please check or circle the months you will be selling)*

☐ August

☐ September

☐ October

**LAST DATE YOU PLAN TO SELL AT THE FARMERS MARKET:** \_\_\_\_\_

**NAMES OF OTHERS (18 YRS OR OLDER) AUTHORIZED TO SELL PRODUCTS ON YOUR BEHALF:**

**PROVIDE A PERCENTAGE NEXT TO EACH CATEGORY INDICATING THE AMOUNT FROM EACH CATEGORY YOU PLAN TO SELL THROUGHOUT THE SEASON:**

*Please remember the market's 80/20 rule – 80% of accepted vendors will be farmers (produce, plants, flowers, meat), 20% of accepted vendors will be value-added (bakers, crafts).*

*Vendors selling primarily produce, meat, plants, or honey, are not permitted to sell baked goods.*

\_\_\_\_\_ % Produce

\_\_\_\_\_ % Plants

\_\_\_\_\_ % Cut Flowers

\_\_\_\_\_ % Meat

\_\_\_\_\_ % Locally Produced or Sourced Crafts

\_\_\_\_\_ % Locally Produced or Sourced Food

Products (canned goods, juices, food mixes, etc.)

\_\_\_\_\_ % Baked Goods

\_\_\_\_\_ % Other \_\_\_\_\_

**ALL PRODUCT(S)/PRODUCE BEING SOLD** *(Be as specific as possible. You may include an attachment)*

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**IF SELLING PRODUCE, MEAT, CUT FLOWERS, OR HONEY, PLEASE COMPLETE THE BELOW SECTION:**

**Your business will primarily (50% or more) be:**

- ☐ Growing or raising product on YOUR PROPERTY  
☐ Purchasing product to resell at the market that is NOT grown by you

**What percentage of your product is homegrown by you and/or your staff on YOUR PROPERTY?** \_\_\_\_\_ %

**What is the address of where the products are grown or raised?** \_\_\_\_\_  
\_\_\_\_\_

**What percentage of your products are you purchasing to resell?** (Product must be grown in MO or within 150 miles of Lee's Summit.) \_\_\_\_\_ %

**LIST ALL WHOLESALERS AND/OR FARMS (NAME AND LOCATION) THAT YOU PURCHASE FROM, INCLUDING THE ITEMS PURCHASED** (Signage at your both MUST include where all produce is grown. Include an attachment, if needed)

FARM NAME	ADDRESS	ITEMS PURCHASED FOR RESALE

**FEES PER SPACE** (Online invoices will be sent with acceptance – payment due August 1st):

**FULL SEASON**

- ☐ Saturdays for 10 weeks: \$250 ☐ Wednesdays for 10 weeks: \$150

**DAILY RATES** (daily-rate fee and application is due 1 week prior to requested date)

- ☐ Wednesday Daily Rate: \$40 ☐ Special Event Daily Rate: \$75  
Preferred Dates: \_\_\_\_\_ Please Mark Preferred Event Date:  
☐ Saturday Daily Rate: \$60  
Preferred Dates: \_\_\_\_\_ ☐ Sat, Oct 4

**Full payment will be due by August 1<sup>st</sup>, 2025, and will be paid online with payment link sent with acceptance.**

**PLEASE CHECK IF APPLICABLE:**

- ☐ I am a vendor who participated in last year's market.  
☐ I am a new vendor in the Downtown Lee's Summit Farmers Market.  
☐ I qualify as an Organic Grower (must include certification).

Do you offer a CSA?

- ☐ Yes  
☐ No

## AGREEMENT

I acknowledge that: (1) I desire to participate in the Farmers Market Program; (2) I will be assigned a place to display and sell my products; and (3) all produce, etc. being sold is grown in Missouri or within 150 miles of Lee's Summit, Mo. In consideration of the foregoing, I agree that: (1) I have received, read, and will abide by the Rules of Operation and Code of Conduct; (2) I have ensured all those potentially working at my stall at the farmers market have received, read, and agree to abide by the Rules of Operation and code of conduct; (3) I will be responsible for and will pay for any personal injuries, property damage or cleanup costs caused by my activities or anyone assisting me; (4) the City of Lee's Summit, Missouri, and Downtown Lee's Summit Main Street Inc. will not be responsible for my personal injuries or property damage that is caused by me or anyone assisting me; and (5) further agree to pay any claims against the City of Lee's Summit or Downtown Lee's Summit Main Street Inc. for personal injuries that are the fault of myself or anyone assisting me (this includes the costs of any lawsuits, out-of-pocket expenses and attorney's fees); (6) all information listed is accurate.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
DLSMS Representative

FOR OFFICE USE ONLY

SPACE # \_\_\_\_\_

☐ CHECK # \_\_\_\_\_

☐ CREDIT CARD

DATE REC'D \_\_\_\_\_

☐ Bio Received

**Please initial** that you have read and understand the Farmers Market Rules of Operation (separate document). Below is a brief outline and by signing, signifies that the full document has been read as well.

\_\_\_\_\_ I understand that it is my responsibility to know where any products I am selling are being grown or produced, and I will be truthful in representing the origin of my products to customers.

\_\_\_\_\_ I understand that all items I intend to sell at the market must be listed on my application and approved by DLSMS before selling.

\_\_\_\_\_ I understand that all products, signs, displays, etc. must be kept within the confines of my assigned space.

\_\_\_\_\_ I and my staff have read and will comply with all rules and requirements listed for the Market, located in the Farmers Market Rules of Operation.

\_\_\_\_\_ I and my staff understand that the Farmers Market Rules of Operation may need to be modified when we move to the Green Street Market.

\_\_\_\_\_ I have included a copy of my Employee Identification Number (EIN) or Missouri Sales Tax ID.

**All vendors and helpers must read and agree to comply with all of the Farmers Market Rules of Operations.**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date