



(239) 533-8881

John E. Manning  
*District One*

January 6, 2017

Cecil L. Pendergrass  
*District Two*

Larry Kiker  
*District Three*

Brian Hamman  
*District Four*

Frank Mann  
*District Five*

Roger Desjarlais  
*County Manager*

Richard Wm. Wesch  
*County Attorney*

Donna Marie Collins  
*Hearing Examiner*

Ms. Jean Baer  
Local Roots, LLC  
1418 Sandcastle Road  
Sanibel, FL 33957

SUBJECT: RFP160453/DLK Farmers Market on the Island of Boca Grande

ENCLOSURE (1): Executed Copy of Facility Use Permit Agreement

Dear Ms. Baer:

Enclosed is your executed copy of the Facility Use Permit Agreement for the project known as "Farmers Market on the Island of Boca Grande".

If you should have any questions, please contact our office at the above number.

Sincerely,  
PROCUREMENT MANAGEMENT

*Diana Khan*

Diana Khan  
Manager

C: [Financeonbase@leeclerk.org](mailto:Financeonbase@leeclerk.org)  
Jesse Lavender  
Cindy Mitar  
Project File

## **FACILITY USE PERMIT AGREEMENT**

THIS FACILITY USE PERMIT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida ("County") and Local Roots, LLC, a Florida limited liability company ("Permittee").

### **WITNESSETH:**

**WHEREAS**, the County owns the property and facilities known as Boca Grande Ball Field, located at 305 Wheeler Road, Boca Grande, Florida, 33921 as depicted in Exhibit A, attached hereto and made a part hereof; and,

**WHEREAS**, County advertised Request for Proposals No. RFP160453/DLK soliciting proposals from parties interested in the operation, management and marketing of a farmers market at the Boca Grande Ball Field; and,

**WHEREAS**, Permittee submitted a proposal in response to the County's solicitation; and,

**WHEREAS**, Permittee has demonstrated experience in the operation, management and marketing of farmers markets; and,

**WHEREAS**, County and Permittee are mutually interested in promoting community interest and welfare by providing a Farmers Market on the Island of Boca Grande; and,

**WHEREAS**, County and Permittee agree that the primary objectives of the Farmers Market on the Island of Boca Grande are to offer community members an opportunity to purchase locally grown produce and other artisan goods; to provide farmers an opportunity to sell their products locally; to provide local businesses, artisans, and musicians an opportunity to participate; and to provide a mix of vendors and farmers that will reach all aspects of the local marketplace and appeal to adults and children of all ages; and,

**WHEREAS**, Permittee agrees that Permittee shall comply with all federal, state, and local laws, regulations and ordinances applicable to the operation of a Farmers Market on the Island of Boca Grande, and shall obtain all necessary permits, licenses and insurance as set forth herein.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and conditions herein contained, the parties agree hereto as follows:

1. **RECITALS** The above recitals are true and correct and by this reference are incorporated herein.

**2. DEFINITIONS**

- a. *Farmers Market* shall mean the Farmers Market on the Island of Boca Grande, subject to § 34-3048. – Seasonal farmers’ market, Lee County Land Development Code.
- b. *Market Season* shall mean the months of January, February, March and April during which the Permittee shall operate the Farmers Market.
- c. *Permit Area* shall mean those certain portions of the Boca Grande Ball Field, located at 305 Wheeler Road, Boca Grande, Florida, 33921, and depicted in Exhibit A as “Vendor Area,” Visitor Parking Area,” and “Vendor Parking Area.”

**3. GRANT OF PERMIT:** County does hereby grant to Permittee the permission to use the Permit Area pursuant to the terms and conditions set forth herein and Permittee does hereby accept from County, in its as in condition, the Permit Area.

**4. AGREEMENT TERM**

- a. The term of this Agreement shall be for two (2) years (hereinafter referred to as the “Term”) and shall begin on the commencement date of this Agreement. The commencement date shall be the date upon which both parties have executed this agreement.
- b. If there is any renewal or extension of the Term, the defined Term shall be deemed to include any renewal or extension term period.
- c. The parties, subject to mutual agreement, may renew this Agreement for up to three (3) additional one (1) year terms.

**5. PERMIT FEE**

- a. Permittee shall pay the County \$600.00 for each of the months of the Market Season, payable on the first day, and no later than the fifth day, of each month of the Market Season during the Term of this Agreement and any renewal thereof.
- b. County maintains the right to cancel the Farmers Market at any time, for any length of time, due to inclement weather or for unsafe conditions, as determined by the County at the County’s sole discretion.
- c. Unless otherwise exempt, Permittee shall pay all taxes, including but not limited to sales or use taxes.
- d. Permittee shall pay all operating costs including but not limited to:
  - 1. Repairs to the Permit Area deemed necessary at the sole discretion of the County;
  - 2. Repairs to or replacement of Permit Area features or equipment as deemed necessary at the sole discretion of the County;

3. Parking and traffic control;
4. Sales or use taxes on supplies or services;
5. Supplies and sundries;
6. Insurance;
7. Cost of wages and salaries for all persons engaged in the operation, maintenance and repair of the Permit Area, including fringe benefits and social security taxes;
8. All other expenses, whether or not mentioned in this Agreement, that are incurred with regard to the operation of the Farmers Market, and that are for the primary benefit of the user, including any replacements if necessary for repairs and maintenance or otherwise;
9. Signage

**6. RESERVED RIGHTS TO THE COUNTY**

- a. County reserves all rights for use of the Permit Area to the extent that such use does not conflict with Permittee's scheduled use.
- b. The County reserves the right to promulgate such reasonable rules and regulations related to the use of the Permit Area, and any and all parts thereof as the County may deem appropriate for the best interests of the public, and Permittee agrees to abide by such rules and regulations and to cooperate with the observance thereof.

**7. IMPROVEMENTS**

- a. Permittee shall not construct structures, buildings, and other improvements ("New Improvements") at the Permit Area, or add to, remove from, replace, modify, or remodel any structures currently existing at the Permit Area ("Existing Improvements").
- b. If Permittee makes any alteration or improvement to the Permit Area, Permittee shall in all cases restore the Permit Area substantially to its original condition prior to the alterations or improvements, unless County has expressly set forth in writing that a particular alteration or improvement shall not be modified or removed.
- c. Permittee shall not paint, display, inscribe, maintain, affix, or make changes to any existing sign without the prior written consent of the County.

- 8. SIGNS** All signage constructed or placed by the Permittee must first be approved by the County. Subject to the approval of the County as to the location and time, directional signs may be placed at entrances to the Farmers Market during the rental time starting at 8:00 A.M. and removed by 3:00 P.M. Off-premise signs are limited in size and number, with restrictions as listed in Ordinance 12-19, which may be amended from time to time.

**9. USE OF PERMIT AREA**

- a. Permittee may use the Permit Area for the operation of a Farmers Market in full compliance with § 34-3048. – Seasonal farmers’ market, Lee County Land Development Code. Permittee shall comply with all applicable federal, state, and local laws, regulations and ordinances, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- b. Permittee may use the Permit Area for the Farmers Market during the Market Season under the terms of this Agreement each Friday from 7:00 A.M. to 3:00 P.M. Vendors may setup from 7:00 A.M. through 9:00 A.M. The Farmers market is open to the general public from 9:00 A.M. to 1:00 P.M.
- c. Permittee is required to obtain a Temporary Use Permit from the Department of Community Development in compliance with Land Development Code Section 34-3048 prior to the establishment of the Farmers Market.
- d. Farmers Market is limited to a maximum number of 40 vendors and no more than 40 spaces measuring 10’ x 10’ within the Permit Area as indicated in Attachment 1 to Exhibit A.
- e. Permittee shall administer all activities in the Permit Area in a safe and professional manner. Permittee agrees that it will not use the Permit Area, or permit the same to be used, for any unlawful, immoral, obnoxious or offensive business or practice.
- f. County shall have the right to use the Permit Area during those times when not scheduled for use by the Permittee.
- g. The Permittee must maintain, keep current, and regularly update Facebook and web pages advising attendees and vendors on the hours of operation, rules and regulations of the Farmers Market.

**10. USE RESTRICTIONS**

- a. Permittee may use the Permit Area for operation of the Farmers Market and for no other use.
- b. The solicitation of donations, contributions, payments or any other object of value within the vendor sales area by a person or other entity, which is not its tenant, may be prohibited by the Permittee in non-discriminatory fashion and to the extent permitted by law or Parks and Recreation Ordinance 06-26.
- c. Any person or other entity confirmed to be a public nuisance or danger to the general public by the Lee County Sheriff’s Department within the Permit Area may be removed from the area by the Lee County Sheriff’s Department.
- d. No alcoholic beverages or illegal drugs shall be consumed or sold by anyone at the Farmers Market. Any violation must be reported by the Permittee to the Lee County Sheriff’s Department immediately. All operators’ employees, operator’s assistants or substitutes,

subcontractors and vendors shall not smoke in the Permit Area at any time during the Farmers Market.

- e. Permittee shall not sublet the licensed premises or assign the license in whole or part, except with its independent vendors, for canopies, tables and displays for sale at the Farmers Market. All subleases, assignment licenses or other rights provided by the Permittee to independent vendors shall be subject to all requirements of this Agreement.
- f. The Permittee shall not store vehicles, equipment, supplies, or any of its property on the Permit Area or in the park outside the hours of operation of the Farmers Market.
- g. There shall be no amplified music without the written prior approval of the County.
- h. Permittee must comply with Lee County Ordinance 06-26.

**VENDOR AGREEMENT** Permittee shall enter into a Vendor Agreement with each and every vendor to be located within the Permit Area. The Permittee shall provide the County a copy of every vendor agreement prior to each vendor entering on to Permit Area.

11. The Vendor Agreement shall be in the form attached hereto and incorporated herein as Exhibit B.

**12. PARKING AND TRAFFIC CONTROL**

- a. Permittee is responsible for all parking, traffic control and any costs associated as deemed appropriate by the County. The Lee County Sheriff's Department and the Lee County Fire District must approve all traffic and parking plans of the Permittee, including an emergency plan, prior to the beginning of the Market Season. Permittee must also meet all Fire Department regulations.
- b. Permittee must coordinate parking with the County and all other entities that are permitted to conduct special events on the day the market is in session.
- c. County will make all reasonable efforts to clear the vendor sales area of privately owned vehicles but does not guarantee that all private vehicles will be removed.
- d. County will allow Permittee to set up traffic signage, barricades, and bike racks to allow Permittee to control the polar axis during the use of the Permit Area. County will provide barricades, if available, for parking purposes, which Permittee is responsible for placing in areas approved by the County.
- e. Both public parking spaces and pedestrian access will be available in the Permit Area regardless of whether or not a person(s) attends the Farmers Market.

**13. CONDITION OF PERMIT AREA** Permittee agrees to accept the Permit Area in its presently existing condition, "as is." The County has not made any representations or warranties to Permittee as to the condition of the Permit Area.

**14. PROPERTY RIGHT** Permittee acknowledges that the County has not granted Permittee a property right of any nature whatsoever by granting this Facility Use Permit. This Facility Use Permit is not assignable to any other person or entity.

**15. VANDALISM** Permittee shall report all vandalism to Lee County Sheriff's Department and complete all necessary paperwork. Copies of any vandalism reports must be provided to Lee County Parks and Recreation Department.

**16. MAINTENANCE**

- a. Permittee shall be responsible for any and all damages to the Permit Area that are a result of Permittee's use thereof.
- b. Each vendor is responsible for his/her trash removal. Permittee is to ensure the park is clean and clear of all debris at the end of the day. Permittee may use the dumpster at the maintenance compound area.
- c. County will provide routine maintenance of the grounds to include trash receptacles for public use during the market hours of operation. Permittee is responsible for emptying the trash receptacles after each day that the Farmers Market operates, and as necessary during Farmers Market operation to keep the Permit Area free of litter.

**17. FOOD SERVICE**

- a. Permittee is solely responsible for ensuring that all food vendors participating in the Farmers Market obtain and maintain any and all necessary licenses and insurance prior to engaging in any food/beverage or meal service. Furthermore, Permittee will ensure that all food vendors comply with all Federal, State and Local laws regarding the safe handling, preparation and service of food and drink.

**18. INSURANCE** Prior to signing this Agreement and before entering the Permit Area, Permittee shall procure and maintain during the Term of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

**19. TERMINATION**

- a. Permittee may terminate this Agreement at any time by giving the County written notice of such intent not less than one hundred thirty (30) days prior to the termination date.
- b. The County shall have the right at any time upon fifteen (15) days' written notice to the Permittee to terminate this Agreement in whole or in part for any reason whatsoever. In

no event shall the County be responsible for lost profits of Permittee or any other elements of breach of contract.

- c. After receipt of a notice of termination, except as otherwise directed, the Permittee shall stop work on the date of receipt of the notice of termination or other date specified in the notice; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

## **20. DEFAULT BY PERMITEE**

- a. Each of the following events shall be deemed a default by Permittee hereunder and a breach of this Agreement:
  - 1. If Permittee fails to pay, when due, any rent thereof, or any other sum, if any, which Permittee is obligated to pay under the terms of this Agreement, and such rent or other sums, if any, remain unpaid for a period of thirty (30) days after receipt of written notice to Permittee from County;
  - 2. If Permittee attempts to assign this Agreement, or any portion thereof, in violation of Section 23 hereof;
  - 3. If Permittee uses the Permit Area for any purposes not permitted by this Agreement, and such use shall continue for a period of five (5) days after County shall have given written notice to Permittee to desist from such use;
  - 4. If Permittee fails to maintain the Permit Area in good condition and such default shall have continued for a period of ten (10) days after receipt of written notice of specific deficiencies to Permittee from County;
  - 5. If Permittee abandons or otherwise fails to occupy the Permit Area for a period of fourteen (14) days or longer during the Market Season;
  - 6. If Permittee shall fail to duly keep, perform and observe any other covenant, condition or term in this Agreement and such default shall have continued for a period of thirty (30) days after receipt of written notice to Permittee from County.
- b. In the event that any item of default set forth above is of such a nature that it cannot be remedied within the time limits therein set forth, then County and Permittee may agree to provide such additional time as is reasonably necessary to cure such default, provided Permittee diligently commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner. If, by reason of Force Majeure, Permittee is unable to perform or observe any agreement, term or condition hereof which would give rise to an event of default set forth above, Permittee shall not be deemed in default during the continuance of such inability. The term "Force Majeure" shall mean the following:



1. Acts of God, such as natural fires, floods, hurricanes, tornados, epidemics; or an event beyond the Contractor's control, such as major workers strikes, government shut down; or other major catastrophic events. Except as otherwise expressly provided herein, neither party shall be liable for any delay due to causes not reasonably within its control, including but not limited to, acts of civil or military authority, including courts and regulatory agencies, war, riot or insurrection, inability to obtain required construction permits, blockades, embargos, sabotage, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any delay resulting from such causes, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. This shall constitute the sole remedy to either party in the event of such delays;
2. Any cause, circumstance or event not reasonably within the control of Permittee or not reasonably foreseeable by Permittee.

**21. VACATING THE PERMIT AREA**

- a. Permittee agrees that upon termination or expiration of the Term of this Agreement, Permittee shall:
  1. Leave the Permit Area in as good condition as when received, reasonable wear and tear accepted;
  2. Remove all trash and debris and leave Permit Area in broom swept condition;
  3. Return the Permit Area to its original state or identify a mutually agreed upon exit strategy with the County.

**22. INSURANCE**

- a. Permittee shall provide, procure and maintain, during the term of this Agreement, insurance as specified in Exhibit "B", attached hereto and made part hereof. Such insurance shall cover all persons and activities taking place on the Permit Area at the invitation of or under the authorization of Permittee.

**23. INDEMNIFICATION**

- a. County shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by any person whatsoever who may be using, occupying or visiting the Permit Area, or who may be in, on or about the Permit Area, whether or not such loss, injury, death or damage shall be caused by or shall in any manner result from or arise out of any act, omission or negligence of Permittee or any other person.
- b. Permittee shall indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs (including attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees at the trial level or on appeal), suits or liabilities which may arise out of any act, neglect,

omission or default of Permittee arising out of or in any way connected with Permittee's (or Permittee's officers, employees, agents, volunteers and subcontractors, if any) performance or failure to perform under the terms of this Agreement.

- c. Permittee shall notify the County immediately in the event of any damages to persons or property which may occur within the Permit Area.
- d. This Section 22 shall survive the termination or expiration of this Agreement.

**24. ASSIGNMENT** Permittee shall not sell, assign, transfer, sublet, rent, or permit anyone to occupy the Permit Area in whole or in part other than the vendors who contract to use space in the Farmers Market.

**25. RIGHT OF INSPECTION** The County or any of its agents or employees shall have the right to enter upon the Permit Area at any time during the term of the Agreement to examine same for any purpose whatsoever.

**26. NO WAIVERS** The failure of either party to take action with respect to any breach of term, covenant or condition contained herein, or any instances of default, shall not be deemed a waiver of same and the subsequent acceptance of further performance hereunder shall not be deemed a waiver of any default or breach. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

**27. DISPUTE RESOLUTION**

- a. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida. Any legal proceedings concerning this Agreement shall be brought and maintained solely in Lee County, Florida.
- b. In the event any dispute arises concerning this Agreement, the parties agree to attempt to settle any dispute by mediation.
- c. The parties hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to jury trial are waived.
- d. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that legal counsel was consulted by each party hereto (or opportunity for such legal consultation afforded to each party) before the execution of this Agreement.

28. **COUNTY SOVEREIGN IMMUNITY** Notwithstanding any term of this Agreement to the contrary, no term of this Agreement shall be construed as a waiver of the County's right of sovereign immunity or the provisions of Section 768.28, Florida Statutes.
29. **ENTIRE AGREEMENT** It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement; that there are no verbal agreements, representations, warranties or other understandings affecting the same.
30. **SEVERABILITY** Any provision of this instrument in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this instrument. In no event shall Permittee or its assigns have any cause of action against the officers or employees of County or against any elected official of County based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.
31. **NO THIRD PARTY BENEFICIARIES** This Agreement shall not be interpreted or construed to grant any rights to any third parties.
32. **COMPLIANCE WITH LAW**
- a. Permittee shall comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and county government, where applicable, and of any and all departments and bureaus with regard to the use of the Permit Area, shall take such action as necessary to prevent and correct any nuisance or other grievances in, upon, or connected with the use of the Permit Area during the term of this Agreement. The County, upon no less than ninety (90) days advance written notice, reserves the right to promulgate such reasonable rules and regulations relating to the use of the Permit Area that the County may deem appropriate and for the best interest of the public.
  - b. Permittee shall not use or permit the Permit Area to be used in violation of any present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to land use, zoning, sanitation or the public health, safety or welfare, or relating to construction activities.
  - c. Permittee shall comply with Section 943.04351, Florida Statutes. The legislation imposes an affirmative obligation upon all governmental subdivisions and organizations to perform limited background checks on any individual prior to employment or appointment, whether for compensation or as a volunteer, at any park, playground, day care center, or such place where children regularly congregate. The background investigation that is required by this legislation pertains solely to an individual's sexual predator and sexual offender status. This information may be obtained by contacting the Florida Department of Law Enforcement through its internet site or toll-free telephone number.
33. **RELATIONSHIP OF THE PARTIES** Nothing herein contained shall be deemed to create a partnership or joint venture between the Permittee and the County.

**34. HOLIDAYS EXCLUDED** For purposes of computing any period of a number of days hereunder for notices or performance (but not for accrual of interest) of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded.

**35. MAINTENANCE OF PUBLIC RECORDS**

a. Permittee specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:

1. keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
2. provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Permittee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

b. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PERMITEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

**36. MISCELLANEOUS**

- a. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- b. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

- c. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- d. If the Permittee is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- e. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- f. Notices required by or related to this Agreement shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Jean Baer

Title: Co-Owner

Address: 1418 Sandcastle Rd  
Sandibel, FL 33957

Telephone: 239-691-9249

Facsimile: \_\_\_\_\_

E-mail: jmbaer@comcast.net

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	_____	

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the County and Permittee have caused this Agreement to be executed by their respective undersigned officer and officials on the dates set forth below, effective as of the date and year first above written.

**WITNESSES**

Elizabeth Vindana  
Business Partner  
As to the Permittee

**PERMITEE**

BY: Jean Bar  
DATE: 12-19-16

**COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: Cathy Olson  
Cathy Olson, Acting Director of Parks  
& Recreation, on behalf of the Board of  
County Commissioners

DATE: 4/20/17

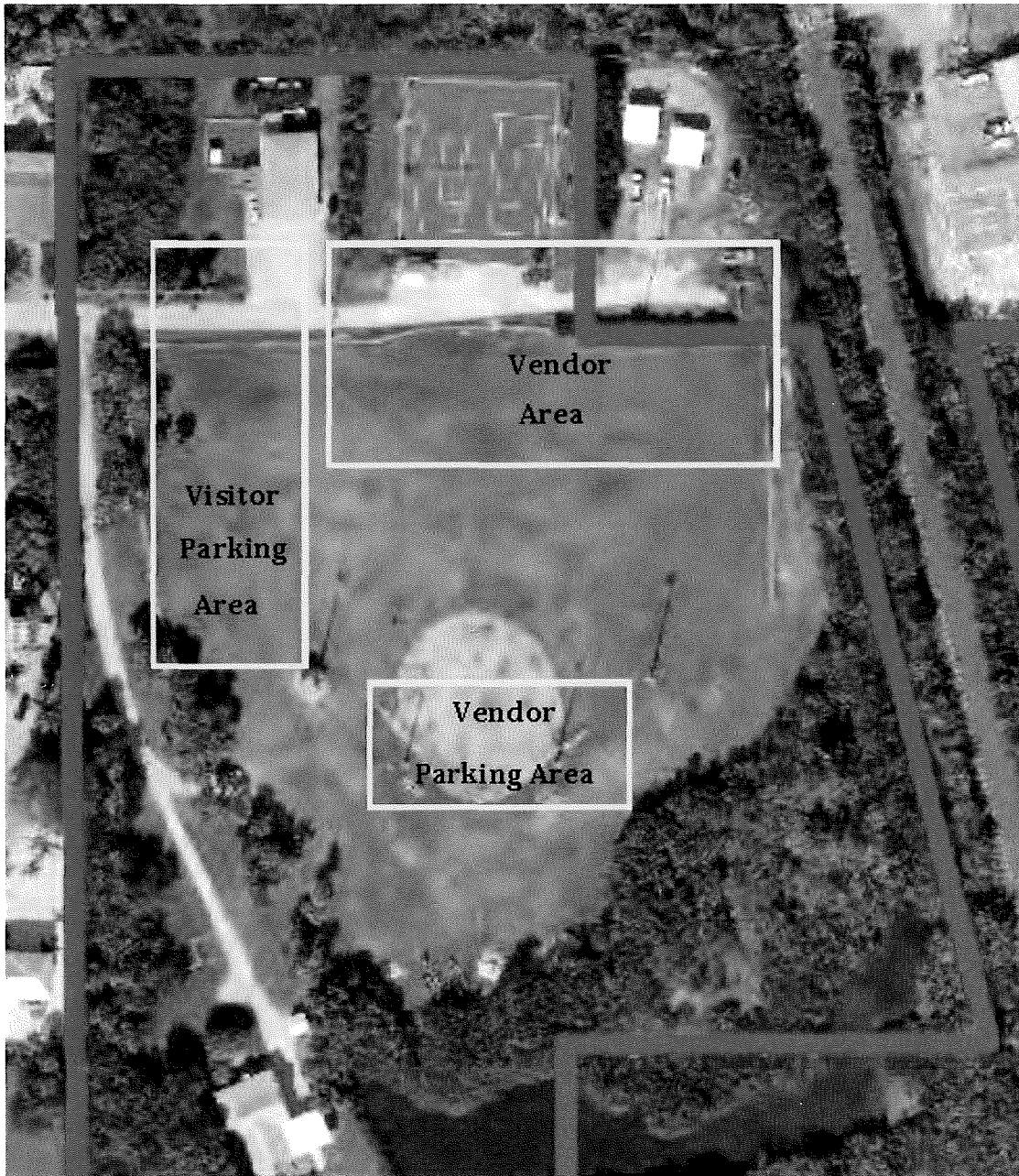
**ATTEST:**

Approved as to form for the Reliance of  
Lee County Only:

BY: [Signature]  
County Attorney

**Exhibit A: Permit Area**

**Boca Grande Ball Field – Farmers Market Site Plan  
305 Wheeler Road, Boca Grande Fl 33921**



## **Exhibit B: Vendor Application**



**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

I HEARBY AGREE THAT I HAVE RECEIVED A COPY OF THE FARMERS MARKET RULES AND REGULATIONS, 2016-2017 SEASON (described herein as "the Rules") I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE RULES. I UNDERSTAND THAT LOCAL ROOTS, LLC, D/B/A/ IS THE OPERATOR OF THE LISTED ON THIS FORM, FARMERS MARKETS. THE AUTHORIZED REPRESENTATIVES OF LOCAL ROOTS, LLC, ARE ITS MANAGERS JEAN M. BAER AND ELIZABETH F. VENTURA, WHO ARE REFERRED TO THROUGHOUT THESE DOCUMENTS AS THE "MARKET MANAGERS" I UNDERSTAND THAT LOCAL ROOTS, LLC AND THE MARKET MANAGERS RESERVE THE RIGHT TO LIMIT OR DISCONTINUE THE PARTICIPATION OF A VENDOR AT ANY TIME. THE MARKET MANAGERS RESERVE THE RIGHT TO ASK THAT UNSUITABLE OR UNAPPROVED PRODUCTS BE REMOVED FROM THE SALE. I HAVE MET ALL LOCAL, STATE, AND FEDERAL HEALTH, INSPECTION, AND LICENSING REQUIREMENTS PRIOR TO SELLING PRODUCTS AT THE MARKET.

I SHALL NOT HOLD THE FACILITY IN WHICH THE MARKET IS LOCATED, IT'S OWNERS, IT'S DEVELOPERS, IT'S STAFF, LOCAL ROOTS, LLC OR EITHER MARKET MANAGER INDIVIDUALLY RESPONSIBLE FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY THAT EITHER MY REPRESENTATIVES OR I MAY INCUR WHILE SELLING AT THE MARKET. I ACCEPT FULL FINANCIAL LIABILITY FOR MY ACTIONS, AND ALL PRODUCTS THAT EITHER I OR MY REPRESENTATIVES SELL AT THE FARMERS MARKET.

I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, I SHALL NOT HOLD THE FACILITY IN WHICH THE MARKET IS LOCATED, IT'S OWNERS, IT'S DEVELOPERS, IT'S STAFF, LOCAL ROOTS, LLC OR EITHER MARKET MANAGER FROM AND AGAINST ANY AND ALL CLAIMS, AND ACTIONS FOR INJURY, DAMAGE OR LOSS TO PERSONS OR PROPERTY OR OTHER LIABILITIES OR EXPENSES WHATSOEVER, INCLUDING COURT COSTS, AND ATTORNEY'S FEES, RELATED TO OR ARISING OUT OF MY OR MY AGENT'S ACTIONS, OMISSIONS, AND OPERATIONS WITH THE FARMERS MARKET.

\_\_\_\_\_  
**Printed Name / Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

**Participating in the following  
market/markets:** \_\_\_\_\_

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

## Exhibit C: Insurance Requirements

**Minimum Insurance Requirements:** *Lee County Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Permittee's interest or liabilities. The following are the required minimums the Permittee must maintain throughout the duration of this Agreement. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$500,000 per occurrence
- \$1,000,000 general aggregate
- \$500,000 products and completed operations
- \$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$500,000 combined single limit (CSL)
- \$300,000 bodily injury per person
- \$500,000 bodily injury per accident
- \$300,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$100,000 per accident
- \$100,000 disease limit
- \$500,000 disease – policy limit

\*The required minimum limit of liability shown in a; b; c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heidrick & Company Insurance and Risk Management Services LLC 1648 Periwinkle Way STE A Sanibel FL 33957	CONTACT NAME: Chris Heidrick PHONE (A/C, No, Ext): (239) 579-0660 E-MAIL ADDRESS: service@SanibelInsurance.com FAX (A/C, No): (888) 767-1665
INSURED Local Roots LLC 1418 Sand Castle Rd Sanibel FL 33957	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 39993

## COVERAGES

CERTIFICATE NUMBER: 16-17 COI GL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		101GL004846900	2/27/2016	2/27/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ Included
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: Boca Grande Ball Field, located at 305 Wheeler Road, Boca Grande, Florida, 33921

The Certificate Holder is added as Additional Insured as respects General Liability for the location referenced above.

## CERTIFICATE HOLDER

## CANCELLATION

Lee County Board of County Commissioners PO Box 398 Fort Myers, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Chris Heidrick/MR

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**CONTRACT REVIEW CHECKLIST****CONTRACT TYPE:** Facility Use Permit Agreement**SUBJECT:** Project known as: Farmers Market on the Island of Boca Grande

Between Lee County and Local Roots, LLC

**Reference:** Department Director approval: N/A

County Administrator approval: N/A

**Reference:** Board action approving contract/agreement

Board Date: Agenda Item No.:

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement

Project Sponsoring Department

Recommendation to execute

Not recommending execution for the following reason(s):

Date received:

Date returned/forwarded:

Signed:

(2) **By Procurement Management:**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received:

Date returned/forwarded:

Signed:

(3) **By the Risk Management**☒ Recommending execution

Not recommending execution for the following reason(s):

Date received:

Date returned/forwarded:

Signed:

(4) **By the County Attorney:**

Recommending execution

Not recommending execution for the following reason(s):

Date received:

Date returned/forwarded:

Signed:

(5) **Other: please specify**

Please return to Procurement

(6) **Clerk's Office, Minutes Department**(7) **Procurement Management**

Diana Khan

2017 JAN -5 PM 3:27  
RECEIVED BY  
LEE CO. ATTORNEY



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DATE (MM/DD/YYYY)

12/12/2016

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<b>INSURED</b> Local Roots LLC 1418 Sand Castle Rd Sanibel FL 33957		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Colony Insurance Company NAIC # 39993 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
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	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					PRODUCTS - COMP/OP AGG \$ Included
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	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
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	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
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	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
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	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
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	AUTHORIZED REPRESENTATIVE  Chris Heidrick/MR

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## A.M. Best Rating Services

### Colony Insurance Company (?)

A.M. Best #: 003283 NAIC #: 39993 FEIN #: 541423096

#### Mailing Address

P.O. Box 469012  
San Antonio, TX 78246

United States

Web: [www.colonyspecialty.com](http://www.colonyspecialty.com)

Phone: 804-560-2000

Fax: 804-560-4820

[View Additional Address Information](#)

#### Financial Strength Rating



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [058448 - Argo Group International Holdings, Ltd](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength Rating [View Definition](#)

Rating:	A (Excellent)
Affiliation Code:	g (Group)
Financial Size Category:	XII (\$1 Billion to \$1.25 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 16, 2016
Initial Rating Date:	June 28, 1993

#### Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 16, 2016
Initial Rating Date:	June 29, 2005

u Denotes [Under Review Best's Rating](#)

#### Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Susan Molineux

Director: Jennifer Marshall, CPCU, ARM

#### Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Credit Ratings of Argo Group International Holdings, Ltd. and Subsidiaries](#)  
November 16, 2016

### Rating History

Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Limited Liability Company

LOCAL ROOTS, LLC

**Filing Information****Document Number** L10000061367**FEI/EIN Number** 27-2850813**Date Filed** 06/07/2010**Effective Date** 06/08/2010**State** FL**Status** ACTIVE**Principal Address**1418 SANDCASTLE RD  
SANIBEL ISLAND, FL 33957**Mailing Address**1418 SANDCASTLE RD  
SANIBEL ISLAND, FL 33957**Registered Agent Name & Address**BAER, JEAN  
1418 SANDCASTLE RD  
SANIBEL, FL 33957**Authorized Person(s) Detail****Name & Address**

Title MGR

BAER, JEAN M  
1418 SANDCASTLE RD.  
SANIBEL, FL 33957

Title MGR

VENTURA, BETSY  
1418 SANDCASTLE RD.  
SANIBEL, FL 33957**Annual Reports**

Report Year	Filed Date
2014	01/14/2014
2015	01/07/2015



2016

01/25/2016

**Document Images**[01/25/2016 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/07/2015 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/14/2014 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/26/2013 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/05/2012 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/05/2011 -- ANNUAL REPORT](#)[View image in PDF format](#)[06/07/2010 -- Florida Limited Liability](#)[View image in PDF format](#)

Florida Department of State, Division of Corporations

1. Andre's Bakery - Boulangerie
2. Blue Pagoda
3. Bush Doggies
4. Cape Crepe's
5. Chef Roberts
6. Dusty's Produce
7. Farmer Mike
8. French Artisan
9. Get Loose Teas
10. Grass Cow
11. Herb B Que
12. Heritage Honey
13. I love oils
14. Island Seafood
15. La Gourmet India
16. LaKonia Greek Products
17. Jimmys Java
18. Kokokahn
19. Luigi Sauces
20. Madagascar
21. Mr. Fun Guy

- 22. Pain Relief
- 23. Paradise Peanut Butter
- 24. Paradise Fisheries
- 25. PJ NUTs
- 26. Presto Pesto
- 27. Salty Sister
- 28. Stamper Cheese
- 29. T N D Bakery
- 30. Twisted Acres
- 31. Moto's Munchies
- 32. Watermelon Tea
- 33. Wild Woman Alaska Seafood

**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

I HEARBY AGREE THAT I HAVE RECEIVED A COPY OF THE FARMERS MARKET RULES AND REGULATIONS, 2016-2017 SEASON (described herein as "the Rules") I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE RULES. I UNDERSTAND THAT LOCAL ROOTS, LLC, D/B/A/ IS THE OPERATOR OF THE LISTED ON THIS FORM, FARMERS MARKETS. THE AUTHORIZED REPRESENTATIVES OF LOCAL ROOTS, LLC, ARE ITS MANAGERS JEAN M. BAER AND ELIZABETH F. VENTURA, WHO ARE REFERRED TO THROUGHOUT THESE DOCUMENTS AS THE "MARKET MANAGERS" I UNDERSTAND THAT LOCAL ROOTS, LLC AND THE MARKET MANAGERS RESERVE THE RIGHT TO LIMIT OR DISCONTINUE THE PARTICIPATION OF A VENDOR AT ANY TIME. THE MARKET MANAGERS RESERVE THE RIGHT TO ASK THAT UNSUITABLE OR UNAPPROVED PRODUCTS BE REMOVED FROM THE SALE. I HAVE MET ALL LOCAL, STATE, AND FEDERAL HEALTH, INSPECTION, AND LICENSING REQUIREMENTS PRIOR TO SELLING PRODUCTS AT THE MARKET.

I SHALL NOT HOLD THE FACILITY IN WHICH THE MARKET IS LOCATED, IT'S OWNERS, IT'S DEVELOPERS, IT'S STAFF, LOCAL ROOTS, LLC OR EITHER MARKET MANAGER INDIVIDUALLY RESPONSIBLE FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY THAT EITHER MY REPRESENTATIVES OR I MAY INCUR WHILE SELLING AT THE MARKET. I ACCEPT FULL FINANCIAL LIABILITY FOR MY ACTIONS, AND ALL PRODUCTS THAT EITHER I OR MY REPRESENTATIVES SELL AT THE FARMERS MARKET.

I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, I SHALL NOT HOLD THE FACILITY IN WHICH THE MARKET IS LOCATED, IT'S OWNERS, IT'S DEVELOPERS, IT'S STAFF, LOCAL ROOTS, LLC OR EITHER MARKET MANAGER FROM AND AGAINST ANY AND ALL CLAIMS, AND ACTIONS FOR INJURY, DAMAGE OR LOSS TO PERSONS OR PROPERTY OR OTHER LIABILITIES OR EXPENSES WHATSOEVER, INCLUDING COURT COSTS, AND ATTORNEY'S FEES, RELATED TO OR ARISING OUT OF MY OR MY AGENT'S ACTIONS, OMISSIONS, AND OPERATIONS WITH THE FARMERS MARKET.

MELISSA ERLNBACH SEARLE

Printed Name / Title

Melissa Erlbach Searle

Signature

SALTY SISTER - UGA

Company Name

12/12/16

Date

Participating in the following  
market/markets:

Boca Grande FM

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RULES AND REGULATIONS 2016 -2017 SEASON**

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Mike Cleverger - Owner  
Printed Name / Title

  
Signature

Farmer Mike's  
Company Name

12-19-16  
Date

Participating in the following  
market/markets:

BOCA GRANDE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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LOCAL ROOTS, LLC FARMERS MARKET  
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Doreen Birdsell  
Printed Name / Title

Doreen Birdsell  
Signature

Get Loose Teas  
Company Name

12/16/16  
Date

Participating in the following  
market/markets:

Boca Grande

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Susan M Bagwell owner  
Printed Name / Title

Susan M Bagwell  
Signature

I LOVE OILS / doTEREA  
Company Name

12-18-16  
Date

Participating in the following  
market/markets:

Sanibel, Fenway, Lakes Park  
Coconut, Promenade, FSW, Downtown,  
Boca Grande,

**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

I HEARBY AGREE THAT I HAVE RECEIVED A COPY OF THE FARMERS MARKET RULES AND REGULATIONS, 2016-2017 SEASON (described herein as "the Rules") I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE RULES. I UNDERSTAND THAT LOCAL ROOTS, LLC, D/B/A/ IS THE OPERATOR OF THE LISTED ON THIS FORM, FARMERS MARKETS. THE AUTHORIZED REPRESENTATIVES OF LOCAL ROOTS, LLC, ARE ITS MANAGERS JEAN M. BAER AND ELIZABETH F. VENTURA, WHO ARE REFERRED TO THROUGHOUT THESE DOCUMENTS AS THE "MARKET MANAGERS" I UNDERSTAND THAT LOCAL ROOTS, LLC AND THE MARKET MANAGERS RESERVE THE RIGHT TO LIMIT OR DISCONTINUE THE PARTICIPATION OF A VENDOR AT ANY TIME. THE MARKET MANAGERS RESERVE THE RIGHT TO ASK THAT UNSUITABLE OR UNAPPROVED PRODUCTS BE REMOVED FROM THE SALE. I HAVE MET ALL LOCAL, STATE, AND FEDERAL HEALTH, INSPECTION, AND LICENSING REQUIREMENTS PRIOR TO SELLING PRODUCTS AT THE MARKET.

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MEHFOZA /owner

Printed Name / Title

CE GOURMET INDIA

Company Name

  
Signature

12/17/16

Date

Participating in the following  
market/markets:

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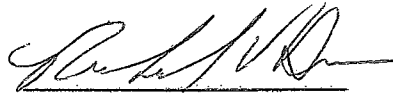
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RICHARD HARMON  
Printed Name / Title  
PARADISE PEANUT BUTTER  
Company Name

  
Signature  
12/8/16  
Date

Participating in the following  
market/markets:

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

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LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

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Matthew Olson  
Printed Name / Title

[Signature]  
Signature

Stamper Cheese  
Company Name

12-15-16  
Date

Participating in the following  
market/markets:

Boca Grande

**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

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Anson Rosenwald  
Printed Name / Title

[Signature]  
Signature

Tiersted Acres  
Company Name

12-17-16  
Date

Participating in the following  
market/markets:

Boca Grande

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LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

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Linda Ammirato

Printed Name / Title

Linda Ammirato

Signature

Ernesto & Luigi Sauces

Company Name

12.15.16

Date

Participating in the following  
market/markets:

Boca Grande

**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
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Robert Candoss owner  
Printed Name / Title

[Signature]  
Signature

Chef Robert's Kitchen

Company Name

12-10-16  
Date

Participating in the following  
market/markets:

Boon Grande, Smibel, Cocorot Plant  
Promenade, Bonita Springs

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LOCAL ROOTS, LLC FARMERS MARKET  
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Katherine Barrett  
Printed Name / Title

Lakonia Greek Products  
Company Name

Kanu Bantz  
Signature

12-15-16  
Date

Participating in the following  
market/markets:

Boca Grande

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JOHN KELLY / owner  
Printed Name / Title

PAND J NUTS R US  
Company Name

  
Signature

12/15/2016  
Date

Participating in the following  
market/markets: BOCA GRANDE, SANIBEL, LAKES PARK, SANALITA, MARCO ISLAND,  
SANITINI PLAZA, ENGLEWOOD, PUNTA GORDA, NORTH PORT, PELICAN PRESERVE.

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DL Miller  
Printed Name / Title

af Miller  
Signature

Cape Crisp  
Company Name

12/14/16  
Date

Participating in the following  
market/markets:

Boca Grande.



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<p><u>Andre GRITESOL</u> Printed Name / Title</p> <p><u>Boulangerie / Patisserie</u> Company Name</p>	<p><u>Andre Gratesol</u> Signature</p> <p><u>12-15-16</u> Date</p>
<p>Participating in the following market/markets: <u>Boca Grande</u></p>	
<p>_____</p>	
<p>_____</p>	

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LSAVAN E  
Printed Name / Title

[Signature]  
Signature

WATERMELON TERRA  
Company Name

DEC 14 / 16  
Date

Participating in the following  
market/markets:

BOCA GRAND

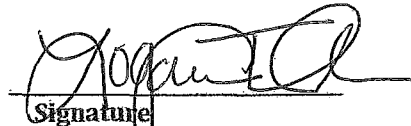
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LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

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Logan Thibodeau /owner  
Printed Name / Title

  
Signature

Grass Cow  
Company Name

DEC 13, 2016  
Date

Participating in the following  
market/markets: Coconut Point  
Bonita Bay  
Boca Grande

**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

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<u>Bob Garbowicz / President</u> Printed Name / Title	<u>Bob Garbowicz</u> Signature
<u>Presto Pesto Inc</u> Company Name	<u>12-13-16</u> Date

Participating in the following market/markets: Englewood, Burnt Store, Punta Gorda,  
At Henry Park PG.

**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

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David Mota / Owner  
Printed Name / Title

[Signature]  
Signature

Jessman Tropical Food & Beverage  
Company Name

Mota's Monchees

12-14-16  
Date

Participating in the following  
market/markets:

Boca grande Farmers Market

**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

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Dustin Thibodeau /Owner  
Printed Name / Title

Dusty's Produce  
Company Name

[Signature]  
Signature

12/14/2016  
Date

Participating in the following  
market/markets:

Boca Grande Farmers Market

**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

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Robert Perez  
Printed Name / Title

  
Signature

Rain Relief  
Company Name

12/16/16  
Date

Participating in the following  
market/markets:

Boca Grande  
\_\_\_\_\_  
\_\_\_\_\_

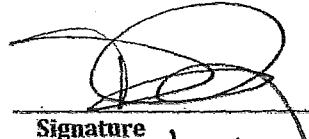
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Deborah Rompre OWNER  
Printed Name / Title

  
Signature

TD Bakery  
Company Name

12/14/16  
Date

Participating in the following  
market/markets:

Boca Grande



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LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 - 2017 SEASON**

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Cara Victor  
Printed Name / Title

  
Signature

Blue Pagoda & Evolution Orchids, LLC      12/14/16  
Company Name      Date

Participating in the following market/markets: Boca Grande Farmers market

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LOCAL ROOTS, LLC FARMERS MARKET  
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H. Prince \ Company Rep.

Printed Name / Title

HERBEQUE BBQ Catering

Company Name

H. Prince

Signature

December 13, 2016

Date

Participating in the following market/markets: Boca Grande

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

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Traci Dalrymple/Owner  
Printed Name / Title

Kokokahn  
Company Name

Traci  
Signature  
12/13/16  
Date

Participating in the following  
market/markets:

Englewood, Lakes Park, Venice, Sanibel, FSW

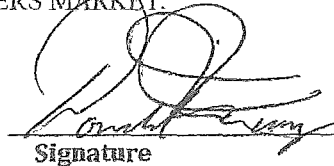
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DONALD N MURRAY / OWNER  
Printed Name / Title

  
Signature

HERITAGE POINTE POLE HONEY  
Company Name

12/13/16  
Date

Participating in the following  
market/markets:

BOCA GRANDE

**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

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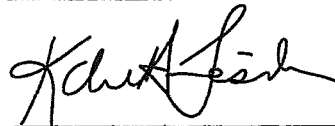
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Katie Fischer

Printed Name / Title

Island Seafood Market

Company Name



Signature

12/12/16

Date

Participating in the following  
market/markets:

Sanibel- Bonita Springs-Ft Myers- Boca

**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

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Danna Bushwaller - Pres  
Printed Name / Title

Danna B Bushwaller  
Signature

Bushdogs, LLC  
Company Name

13 Dec 2016  
Date

Participating in the following  
market/markets:

Boca Grande Sanibel  
\_\_\_\_\_  
\_\_\_\_\_

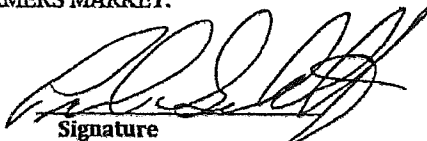
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Paul Schulte/owner  
Printed Name / Title

  
Signature

Paradise Fisheries LLC  
Company Name

12-13-16  
Date

Participating in the following  
market/markets: Boca Grande

LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016-2017 SEASON

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T. BEVISSE / OWNER  
Printed Name / Title

  
Signature

THE FRENCH ARTISAN  
Company Name

12-14-16  
Date

Participating in the following  
market/markets:

Boca Grande, Sami Bel,

Primita Springs



**ACKNOWLEDGMENT OF RECEIPT  
LOCAL ROOTS, LLC FARMERS MARKET  
RULES AND REGULATIONS 2016 -2017 SEASON**

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William NELMS owner  
Printed Name / Title

William Nelms  
Signature

Port Charlotte Specialties LLC  
Company Name

12/14/16  
Date

Participating in the following  
market/markets:

Boca Grande FARMER'S MARKET

"Mr Farm Guy"  
Mushrooms

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Carolee Pad

Printed Name / Title

Jimmy's Town, LLC.

Company Name

Carolee Pad

Signature

12/12/16

Date

Participating in the following  
market/markets: \_\_\_\_\_

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\_\_\_\_\_

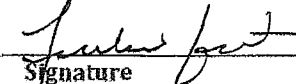
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FREDERICK GRANT  
Printed Name / Title

  
Signature

NATS OF MADAGASCAR  
Company Name

12/12/16  
Date

Participating in the following  
market/markets: BOCA GRANDE  
\_\_\_\_\_  
\_\_\_\_\_

**Participating in the following market/markets:** Boca Grande Farm & Fish market, Sanibel Island, Bonita Springs