

COUNTY OF BALDWIN
STATE OF ALABAMA

CONTRACT FOR SERVICES
CITY OF FOLEY, FARMERS & FISHERMEN'S MARKET OPERATOR

This Contract for Services ("Contract") is entered into at Foley, Alabama by and between The City of Foley, hereinafter called the "City" and Loxley Farm Market, Inc., d/b/a Forland Family Market ("Agent").

- (1) Background. Under the leadership of the City of Foley ("City") and the Public Facilities Cooperative District (PFCDD), the City of Foley, Coastal Alabama Farmers & Fishermen's Market was formed to operate a public farmers and fishermen's market which will educate the public, lessen the burdens of government, lesson neighborhood tensions and combat community deterioration. The Agent represents and warrants to the City that he/she is capable of effectively operating and overseeing the farmers market. The Agent desires to act as an Independent Contractor on behalf of the City and perform designated services as more fully described in Section 4 below, and, the City desires to engage the Agent, but only on the terms and conditions as further set forth in this Contract.
- (2) Engagement. The City hereby engages the Agent as an Independent Contractor, and the Agent hereby accepts such engagement upon the terms and conditions set forth in this Contract.
- (3) Independent Contractor. The Agent will act as an Independent Contractor of the City in the performance of the Agent's duties under this Contract. The Agent will, therefore, be responsible for the payment of federal, state and local taxes arising out of or related to the Agent's work for the City. Nothing contained in this Contract shall constitute, or shall be deemed to constitute, the City and the Agent in the relationship of an employer/employee, master/servant, partners or joint ventures, it being expressly understood and agreed that the only relationship between the Agent and the City shall be that of an Independent Contractor.

- (4) Duties and Responsibilities of Agent. The primary duties of the Agent shall be to open and close the market, coordinate vendor stall assignments and collect stall rents, insure compliance with market rules and regulations, obtain and file copies of vendor required licenses and permits, safeguard equipment, oversee routine maintenance of the building and grounds, general housekeeping services, and perform farm inspections. For farming operations owned by the contractor where product is sold at the City of Foley, Coastal Alabama Farmers' and Fishermen's Market, the contractor will retain a qualified person to perform independent inspections. Works with the City, its Agents and Volunteers to effectively operate the market.
- (5) Term. The "Term" of the Agent's engagement begins on October 1, 2022, and, unless sooner terminated, will expire on September 30, 2023. Renewal of the contract from year to year shall be dependent on the Council's appropriation of funding in the annual budget unless or until the engagement is terminated as provided in Section 9.
- (6) Compensation. The City will pay the Agent a monthly fee of \$2,187.50 for the term of this agreement, payable by the 10th of each month beginning in October, 2022. The Agent will be paid \$2,187.50 for market operation and an additional amount of \$15/hr will be paid for any wedding or event rentals held at the market. The Agent may not accept gifts, gratuities, or donations of any kind from vendors.
- (7) Agent Acknowledgment. The Agent acknowledges and understands that the Agent is an Independent Contractor and is not entitled to any employee benefits such as health insurance and retirement nor a company vehicle or vehicle insurance. The Agent shall be solely responsible for making all federal, state and local tax deposits relating to compensation received as result of the Agent's relationship with the City, and the Agent shall hold the City harmless from and against any and all tax liability relating thereto.
- (8) Expenses. Unless approved by the City, City shall not be liable to the Agent for any expenses incurred by the Agent, and the Agent shall have no authority to bind the City by any promise or

representation, including those related to expenses, unless specifically authorized by the City. The Agent may be reimbursed for certain expenses related to operation of the market that are incurred or paid by the Agent while performing the Agent's duties under this Contract.

- (9) Termination. The City may terminate this Contract at any time during the Term. The City must provide the Agent with thirty (30) days' advance written notice prior to his/her termination at the Agent's address below or at such other address as the Agent hereafter designates in writing.
- (10) Assignment. The Agent may not assign this Contract, or any obligations under this Contract, without the express prior written permission of the City. The City may assign its rights and obligations under this Contract. In the event the Agent assigns this Contract, the Assignee may be required to execute a similar contract.
- (11) Severability. In the event that any provision or term of this Contract is deemed by a Court of competent jurisdiction to be illegal or unenforceable, the City and the Agent hereby agree that such terms or provision shall be deemed severed from this Contract and the remaining terms and provisions of this Contract shall remain in full force and effect.
- (12) Governing Law. This Contract is entered into in the State of Alabama and shall be governed under the laws of the State of Alabama.
- (13) Entire Agreement. This Contract represents the entire agreement between the City and the Agent, and the Agent represents and acknowledges that he/she is not relying on any representation or promise from the City that is not specifically referred to in this Contract.
- (14) Amendment. This Contract may not be modified or amended except by a writing duly signed by both parties hereto.
- (15) Notice. All notices, demands and communications required, desired or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given on the date received, if delivered personally, or on the third day after mailing, if sent by registered or certified mail, return

receipt requested, postage prepaid and addresses to the parties set forth below or to such other person at such location as either party hereto subsequently designates in writing.

City of Foley
Ralph Hellmich, Mayor
407 E. Laurel Ave.
Foley, Alabama 36535
Phone: 251-943-1545

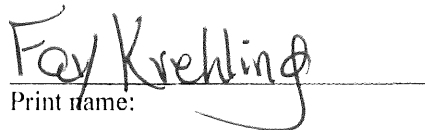
The Agent:
Loxley Farm Market, Inc.
d/b/a Forland Family Market
P. O. Box 871
Loxley, AL 36551
Phone: 251-709-4469

The parties hereto have executed this Contract for Services on the dates set forth below.

CITY OF FOLEY

WITNESSED:

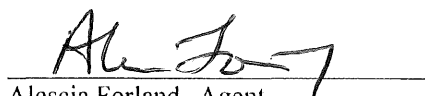

Ralph Hellmich, Mayor


Print name:

Signed by the Mayor and witnessed this 6 day of February, 2023.

THE AGENT:

WITNESSED:


Alescia Forland, Agent
Loxley Farm Market, Inc.
d/b/a Forland Family Market


Print name:

Signed by the Agent and witnessed this 6 day of February, 2023.