

## **FARMERS' MARKET & VENDOR DISPUTE RESOLUTION AGREEMENT**

The Parties freely enter into this Farmers' Market & Vendor Dispute Resolution Agreement (referred to as the "Agreement.") The Agreement is effective as of the date the Parties sign this Agreement and continues for the duration of the Farmers' Market-Vendor relationship, or until the parties sign an updated Agreement.

### **PARTIES:**

Farmers' Market:      Los Alamos Farmers Market  
                                 190 Central Park Square  
                                 Los Alamos, N.M. 87544  
                                 Cindy Talamantes

Vendor Name:

### **PURPOSE:**

The Parties freely enter into this Agreement regarding how they will work together to resolve any and all disputes that may arise between the Farmers' Market and the Vendor. The Parties desire to address any concerns in a manner that is respectful of each other, other Farmers' Market vendors, everybody's time, and all resources. The Parties explicitly acknowledge that the purpose of this Agreement is to avoid litigation in any form, including filing complaints in any court.

### **PROCEDURE:**

In the event that either Party identifies a dispute that cannot be resolved through the Farmers' Market and Vendor's normal communication methods, either Party may request that this Dispute Resolution Procedure ("Procedure") be followed. Once one Party requests that the Procedure be followed, both Parties agree to follow it.

1. Negotiation. The Parties agree to attend a face-to-face, in-person meeting with the Farmers' Market Manager and the Vendor to negotiate a resolution to the dispute. The Parties agree to fully listen to each other, recognize their mutual interests, and communicate calmly to resolve the dispute. The Parties agree to use their best efforts and to negotiate in good faith to reach a just and equitable solution satisfactory to both Parties. The Parties agree to hold the face-to-face meeting within 30 days of one Party requesting it. If the Parties are unable to fully resolve the dispute at the first face-to-face negotiation meeting, the Parties may agree to a second face-to-face meeting.
2. Mediation. If the Parties are unable to fully resolve the dispute at the face-to-face meeting and are unable to agree on attending a second face-to-face meeting, the Parties agree to attend a mediation session with a neutral mediator to facilitate conversation and dispute resolution.
3. Mediator Selection & Cost. The Parties agree to select a neutral mediator and agree to equally share the costs of any mediation. In the event that the Parties cannot agree on a

mediator within 21 days of proposing mediators to the other Party, the Farmers' Market will propose three mediators and within 7 days the Vendor will select the mediator from that list of three names. Parties may wish to consult with local attorneys or with the New Mexico Mediation Association for available mediators. The parties agree to apply their best efforts to attend a mediation session within 60 days of the last negotiation.

4. Mediation Process. The mediator will not decide the dispute or make any decision binding on any Party; the mediator will only attempt to guide the parties to resolve their dispute. The Mediation Procedures Act, NMSA 1978, § 44-7B-1 et seq. will apply to the mediation.
5. Litigation As A Last Resort. The Parties agree that they will not file any complaint with any court unless and until the filing Party has followed this Procedure to negotiate and mediate to resolve disputes before litigation. In the event that a Party violates this Agreement and proceeds to file in court, the non-filing Party may present this signed Agreement to the court and request that the matter be stayed until the filing Party has complied with this Agreement.

Applicability. This Procedure applies to disputes that may arise between the Farmers' Market and the Vendor when individuals are acting in their capacities as representatives of the Farmers' Market and/or the Vendor. This Procedure does not apply in instances that are purely personal in nature and unrelated to the Farmers' Market's business. This Procedure does not apply in instances in which any Party has previously filed a complaint with law enforcement against the other Party, nor does this Procedure apply in instances in which a court has issued an order requiring one Party to avoid the other Party.

*Agreed to and signed by:*

Los Alamos Farmers Market – Manager- 505-929- 6579- talacook@windstream.net

\_\_\_\_\_ Date: \_\_\_\_\_

Signed by:

Vendor name & Business \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_ Date \_\_\_\_\_

Phone \_\_\_\_\_ email address \_\_\_\_\_

signature \_\_\_\_\_

if there is more than one individual for the vendor, you can add signature blocks

Signature for additional business owner \_\_\_\_\_

\_\_\_\_\_