

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of _____, 2017, by and between the City of Lawrence, Kansas, a municipal corporation, and Lawrence Farmers Market, Inc., a Kansas not-for-profit corporation.

RECITALS

- A.** The City of Lawrence, Kansas ("the City"), a municipal corporation, owns certain property within the City of Lawrence, Kansas, including the parking lot commonly known as Lot 8, located to the east of the 800 block of New Hampshire Street and to the west of the 800 block of Rhode Island Street ("Parking Lot") (a map showing the Parking Lot is affixed hereto as Exhibit A and incorporated herein by reference);
- B.** The City also owns that parking garage commonly known as Vermont Street Parking Garage, located to the east of the 700 block of Kentucky Street and to the west of 700 block Vermont Street ("Parking Garage"), and the Public Library Plaza Park, located to the east of the 700 block of Kentucky Street and to the west of the 700 block of Vermont Street ("Plaza Park") (a map showing the Parking Garage and Plaza Park is affixed hereto as Exhibit B and incorporated herein by reference);
- C.** Lawrence Farmers Market, Inc. ("Farmers Market"), a Kansas not-for-profit corporation, in order to provide fresh produce and other items to its customers in downtown Lawrence, wishes to use the Parking Lot as a Saturday farmers' market, and the Parking Garage and the Plaza Park as a Tuesday farmers' market; and
- D.** The City wishes to grant to Farmers Market a license to operate its Saturday farmers' market on the Parking Lot, and its Tuesday farmers' market in the Parking Garage and the Plaza Park, subject to the execution of this License Agreement and compliance with its terms.

TERMS

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Adoption of Recitals.** The above-stated recitals are incorporated herein by reference, are hereby made a part of this License Agreement, and shall be as effective as if repeated verbatim.
2. **Grant of License.** In exchange for the sum of one dollar and no cents (\$1.00) and for other good and valuable consideration, the City hereby grants to Farmers Market the non-exclusive license, right, privilege, and permission ("the License") to use, in common with others, those portions of the Parking Lot, Parking Garage and Plaza Park, subject to the use restrictions placed on that License in Section 3, *infra*.
3. **Use Restrictions.**
 - (a) Farmers Market shall have use of the Parking Lot on the following days and times:
 - (i) Saturdays, from 5:00 o'clock a.m. until 12:00 o'clock p.m., from April 8, 2017, through August 26, 2017, inclusive; and
 - (ii) Saturdays, from 6:00 o'clock a.m. until 1:00 o'clock p.m., from September 2, 2017, through November 18, 2017, inclusive.
 - (b) Farmers Market shall have use of the Parking Garage and Plaza Park on the following days and times:
 - (i) Tuesdays, from 3:00 o'clock p.m. until 6:30 o'clock p.m., from May 2, 2017, through October 24, 2017, inclusive;
 - (c) On Saturdays, the Farmers Market shall have full use of the Parking Lot as shown on Exhibit A.
 - (d) On Tuesdays, the Farmers Market shall have use of nine (9) parking spaces on the ground level of the northwest corner of the Parking Garage, and the lower, westernmost tier of the Plaza Park, as shown on Exhibit B, which document is affixed hereto and is incorporated by reference.
 - (e) Farmers Market agrees to remove any trash or other debris generated by its use of the Parking Lot, the Parking Garage, and the Plaza Park as a farmers' market within one hour of the conclusion of each day's use.
 - (f) Farmers Market shall be permitted to locate, continuously from April 8, 2017, through November 18, 2017, inclusive, one storage trailer in that parking space marked "X" on Exhibit A.

- (g) Farmers Market may locate, continuously from April 8, 2017, through November 18, 2017, inclusive, a portable toilet and handwashing station in the approximate area marked "Y" on Exhibit A, provided that the location of the portable toilet and handwashing station do not block access to parking spaces during non-farmers' market hours and provided that the portable toilet and handwashing station are maintained in a sanitary and operable condition. The City may, at any time, require Farmers Market to move or to perform maintenance on the portable toilet and handwashing station.
 - (h) On all Saturdays, Farmers Market shall barricade all vehicular entrance to the Parking Lot during the approved times of operation.
 - (i) On all Tuesdays, Farmers Market shall barricade vehicular access to the portion of the ground level northwest corner of the parking garage used for the farmers' market (the locations of the barricades are marked "B" on Exhibit B).
 - (j) The City agrees to provide to Farmers Market all barricades required by this License Agreement. Farmers Market shall notify the City immediately if any barricade is in need of maintenance or replacement.
 - (k) During the approved hours of operation on Saturdays, Farmers Market shall place temporary signage, subject to the approval of the property owner thereof, at the entrance to the private parking lot south of the building located at 211 East Eighth Street, stating that customers of the farmers' market are prohibited from parking in that lot.
 - (l) The Farmers Market shall refrain from causing any waste, damage, or injury to the Parking Lot, the Parking Garage, and the Plaza Park.
4. **Signage.** Farmers Market will be permitted to post signs advertising the farmers' market at the entrance to the Parking Lot and the Parking Garage provided that all proper sign permits are obtained. All signage is subject to approval by the City.
5. **The City Makes No Representations.** Farmers Market agrees that the City has made no representations to it with respect to the Parking Lot, the Parking Garage, and the Plaza Park, or their condition, and that it is not relying on any representations of the City or its agents with respect to the Parking Lot, the Parking Garage, and the Plaza Park, or their condition. This License Agreement grants Farmers Market the License to use the Parking Lot, the Parking Garage, and the Plaza Park in their present condition, "as is," without any warranties, representations, or assurances from the City.

6. **Indemnification.** During the time that this License Agreement is in effect, Farmers Market agrees to indemnify, defend, save, and hold harmless the City, its officers, commissioners, agents, employees, grantees, and assigns, from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise out of, or are in any way related to Farmers Market's use or occupancy of the Parking Lot, the Parking Garage, and the Plaza Park, or any portion thereof or the maintenance thereof, on account of any injury to persons or damage to property. This indemnification clause shall not apply to any injury or damage caused by the City's own negligence.
7. **Insurance.** Farmers Market hereby agrees to obtain general liability coverage in an amount not less than \$500,000.00 per occurrence and to provide the City, upon the execution of this Agreement, with proof of such insurance. Farmers Market shall list the City as an additional insured on its insurance policy.
8. **Accommodation.** The permission granted to Farmers Market under this License Agreement is given for good and valuable consideration. However, the permission granted is given as an accommodation to Farmers Market and shall be made without requiring the payment of rent. Farmers Market hereby acknowledges the City's right to the Parking Lot, the Parking Garage, and the Plaza Park, and agrees never to assail, resist, or deny such right by virtue of its use or occupancy of the Parking Lot, the Parking Garage, and the Plaza Park under this License Agreement.
9. **Term and Termination.** The City reserves the right to terminate, in part or in whole, the permission granted by this License Agreement at any time and for any reason, by giving Farmers Market at least ninety (90) days written notice of such termination, except that the City may, at the City's election, terminate, in part or in whole, this Agreement immediately without such notice:
 - (a) If Farmers Market fails to comply with or abide by each and all of the provisions of this License Agreement;
 - (b) If Farmers Market fails to remain a not-for-profit corporation in good standing with the state of Kansas; or
 - (c) If the continued use or occupancy of the Parking Lot, the Parking Garage, or Plaza Park presents a health or safety hazard.
10. **Binding Effect.** This License Agreement shall, at all times, be binding upon the City and Farmers Market and all parties claiming by, through, or under them.

11. **Authorization.** Each of the persons executing this License Agreement, in behalf of their respective parties, represent and warrant that they have the authority to bind the party in behalf of whom they have executed this License Agreement, and that all acts requisite to the authorization to enter into and to execute this License Agreement have been taken and completed.
12. **Severability.** If any section, sentence, clause, or phrase of this License Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this License Agreement.
13. **Governing Law.** This License Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Kansas.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the date noted above.

CITY:
CITY OF LAWRENCE, KANSAS, a
municipal corporation

Thomas M. Markus
City Manager

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me the undersigned, a notary public in and for the County and State aforesaid, came Thomas M. Markus, as City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

**FARMERS MARKET:
LAWRENCE FARMERS MARKET,
INC., a Kansas not-for-profit
corporation**

Amanda Cook
Lawrence Farmers Market Chair

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me the undersigned, a notary public in and for the County and State aforesaid, came Amanda Cook, as Chair of Lawrence Farmers Market, Inc., a Kansas not-for-profit corporation, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires: