

FARMERS' MARKET AGREEMENT

This AGREEMENT, made and entered into this 19th day of March, 2018, by and between the City of Ankeny, Iowa a municipal corporation (hereinafter "City"), and Uptown Ankeny, Inc. doing business as Uptown Ankeny Association, (hereinafter "Uptown").

WHEREAS, the City is the owner of the park known as the Ankeny Market & Pavilion located in the area known as Uptown Ankeny ("City Park"); and

WHEREAS, the City of Ankeny has agreed to allow Uptown the use of the City Park for the purpose of a Farmers' Market; and

WHEREAS, the City and Uptown have agreed to certain terms and conditions for the use of the City Park by Uptown.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on May 19, 2018 and end on September 26, 2020 ("Term").
2. **Location; Use:** Uptown is hereby authorized to use the City Park, located at 715 West 1st Street, solely for a Farmers' Market on each Saturday during the Term and as the Ankeny Farmer's Market manager.
3. **Farmer's Market Hours of Operation:** The Farmers' Market normal hours of operation shall be from 8:00 AM – 12:00 PM, every Saturday, except the Saturday of the City of Ankeny's Annual SummerFest celebration, beginning in May through September. Set up and tear down for the Farmer's Market shall be allowed during the two hours before and the one hour after each market. The City reserves the right to alter or exclude certain hours and/or days as the City deems necessary. The City will give Uptown at least 60 days advance notice for such instances, except when the site has become dangerous and maintenance is required or it must be utilized as a City emergency management site. Uptown shall notify the City, as soon as possible, if Uptown desires/intends to deviate from the normal hours/days of operation.
 - a) **Anticipated Farmers' Market Dates**
 - i. 2018: May 19 – September 29
 - ii. 2019: May 18 – September 28
 - iii. 2020: May 16 – September 26
4. **Duties and Obligations of Uptown:** Uptown shall report directly to the Parks & Recreation Director of the City of Ankeny who shall oversee Uptown's duties to ensure compliance with Ankeny City Code. Uptown duties shall include, but are not limited to, those as described herein:
 - a) Acts as the administrator of the Farmers' Market, thereby exercising general supervision over the Farmer's Market and all of its activities. Keeps the operation of the Farmers' Market functioning smoothly and effectively.

- b) Creates rules and regulations governing vendor operations. Makes necessary judgements and decisions if questions or concerns arise.
- c) Solicits potential vendors providing local products, including but not limited to produce, plants, flowers, seafood, food for sale, arts and crafts, baked goods, breads, pastas, jellies and any other products deemed to add value to the Farmers' Market.
- d) Establishes and collects vendor fees from all vendors.
- e) Requires that all vendors maintain general liability insurance.
- f) Keeps all vendor general liability insurance documentation on file.
- g) Informs vendors that they may be subject to background checks.
- h) Has an authorized representative available and accessible by phone all hours of market operation.
- i) Monitors and reports any damage to park facilities.
- j) Manages cleanliness of the pavilions and is responsible for returning it to the same condition prior to Farmers' Market activities.
- k) Shall not authorize the pavilions to be used for any other purpose during Farmers' Market hours without prior written consent from the City.
- l) Safeguards that during the Farmers' Market the City's electrical sources are utilized in a safe manner.
- m) Ensures that vehicles are only allowed to drive into the park on paved surfaces to drop off and pick up vendor's booth supplies. During the Farmers' Market operating hours, vendors' vehicles will be parked in the parking lot and not under the pavilions to help prevent grease and oil from staining the concrete.
- n) Uptown further agrees that they shall not knowingly condone any illegal activities to occur in the City Park during Farmers' Market activities.
- o) Secures all licenses and permits required by governmental authorities to operate the Farmers' Market upon said premises. Any use different from that stated herein shall not be made without prior written consent from the City.

5. Duties and Obligations of City: City shall contribute the following to the Farmers' Market:

- a) Provide space within City Park, located at 715 West 1st Street, and surrounding areas to accommodate the Farmers' Market.
- b) Authorize the use of City-funded electricity at the Farmers' Market site to provide power for vendor activities.
- c) Provide restroom facilities, trash receptacles, and at least one trash dumpster.

6. Rights Reserved by City: In addition to other rights reserved herein, City reserves the following rights:

- a) To terminate, with cause provided to Uptown, any vendor's right to participate in the Farmers' Market.
- b) To terminate the relationship between the City and Uptown at any time for any reason, upon written notice provided 90 days in advance of the said action.
- c) To maintain and operate a vendor's booth at the Farmers' Market, at no charge, to support the City's efforts, special programs, and/or events. Booth would be located in a location so it does not interfere with Farmers' Market operations.

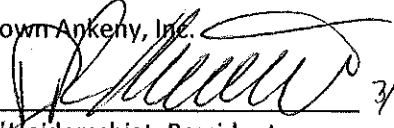
7. **Payment:** Uptown agrees to pay City of Ankeny as rent for the City Park, the sum of One Hundred Seventy Five Dollars (\$175.00) per Saturday that the pavilions are utilized. Payments shall be made to City of Ankeny at 410 West First Street, Ankeny, Iowa 50023 by the first Friday of every month from May through September.
8. **Graffiti:** Street and graffiti artists will not be allowed as vendors for the Farmers' Market. The marking of vendors' stalls may be designated with sidewalk chalk or alternative signage to minimize markings and impact on Park property. Permanent markings of any kind are not allowed.
9. **Liability of City:** The City of Ankeny shall not be liable for any damage, loss or injury to the person, property or effects of Uptown or any vendor, agent, servant, employee or patron of Uptown on, in or about the City Park during Farmers' Market activities other than through the negligence attributed to the City. To the fullest extent permitted by law, Uptown shall defend and hold harmless the City from and against all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages) asserted by third parties against City arising out of negligent acts, errors or omissions or breach of the obligations set forth in this Agreement by Uptown, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. However, Uptown shall not be required to indemnify the City from the consequences of the City's own negligence.
10. **Insurance:** Uptown shall carry and maintain during the entire term hereof at Uptown's sole cost and expense, broad form commercial liability insurance with limits of not less than Two Million Dollars (\$2,000,000). City shall be named as an additional insured on said policy. Uptown shall provide City with the certificate and additionally insured endorsement verifying that said insurance is in full force and effect, not less than twenty (20) days prior to the start of the season for the Farmers' Market. Uptown shall be responsible for insuring its own personal property, and the City shall have no responsibility for insuring the same.
11. **Completeness of Agreement and Modification:** This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
12. **Certification of Authority:** The undersigned certify that the persons executing this agreement on behalf of City and Uptown have legal authority to enter into this agreement on behalf of City and Uptown respectively and have full authority to bind City and Uptown in a valid Agreement on the terms herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

City of Ankeny, Iowa

By: _____
Gary Lorenz, Mayor

Uptown Ankeny, Inc.

By:  3/12/18
Dan Heiderschiet, President

Attest:

By: _____
Pam DeMouth, City Clerk