

AGREEMENT
BETWEEN ORR ST FARM & ART MARKET
AND
THE CITY OF COLUMBIA, MISSOURI

THIS AGREEMENT is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Orr St Farm & Art Market, a Missouri nonprofit corporation (hereinafter "Market").

WITNESSETH:

WHEREAS, Market desires to operate a farmers and artisan market in a city parking lot on Sundays in April through October; and

WHEREAS, City is willing to grant Market a license to use the city parking lot located behind the Wabash Station at 126 North Tenth Street, Columbia, Missouri for Market's farmers and artisans market.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. License to Use City Property. Market is hereby granted a non-exclusive license to use the designated parking lot for a farmers and artisans market from 8:00 a.m. to 2:00 p.m. on Sundays beginning the first Sunday in April following the Effective Date. The license shall extend for each Sunday through the end of October. Market understands and agrees that City owns and maintains the parking lot for other city governmental purposes as needed. Market agrees that the license to use the property is done as an accommodation to Market and is not an agreement by the City to create a transferable business interest in city property for the benefit of Market or to subordinate City's use of the property to Market.
2. Location of Parking Lot. The parking lot is located directly behind Wabash Station, 126 North Tenth Street, Columbia, Missouri. If the parking lot requires maintenance or if the City needs the Wabash parking lot for city purposes on a market day, the City's Director of Public Works may designate another parking lot for market use on a temporary basis by providing written notice to Market.
3. Term: The "Term" of this Agreement shall commence at on the Effective Date and shall continue until the date that is one (1) year following the Effective Date. Thereafter, the Agreement shall automatically be renewed for successive terms of one year, unless the Agreement is terminated pursuant to the provisions of this Agreement.
4. Termination: Either party may terminate this Agreement with thirty days written notice.
5. Insurance: Market, at its sole expense, shall obtain and keep in force liability insurance to cover operation of the market on City's property in amount not less than the State of Missouri's sovereign immunity limits, adjusted annually pursuant to

Section 537.610 RSMo, on a per occurrence basis for both personal injury or death and property damage, naming the City of Columbia as an additional insured. Market shall provide the City with proof of such insurance and a copy of the policy upon request.

6. Market shall be responsible for trash removal and cleaning of the Wabash Station parking lot. All cleaning and trash removal shall occur no later than 2:00 p.m. each market day.
7. No Assignment: This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
8. Notices: Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Public Works Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director

If to Market:

Orr St Farm & Art Market
c/o Registered Agent Nicole Danielle LaPorte
914 Sandifer Avenue
Columbia, MO 65201

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

9. No Third Party Beneficiary: No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.
10. Amendment: No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

11. Governing Law and Venue: This agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
12. General Laws: Market shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
13. Americans with Disabilities Act: Market shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. Market shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.
14. Nondiscrimination: During the performance of the Agreement, Market shall not discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, age, disability, national origin, or any other legally protected category.
15. No Waiver of Immunities: In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
16. Hold Harmless Agreement: To the fullest extent not prohibited by law, Market shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Market, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Market or by any subcontractor, or of anyone for whose acts the Market or its subcontractor may be liable, in connection with the operation of the market. This provision does not, however, require Market to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
17. Electronic Signature: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

18. Entire Agreement: This Agreement represents the entire and integrated Agreement between Market and City relative to the use of city property for the market. All previous or contemporaneous agreements, representations, promises and conditions relating to Market's use of city property described herein are superseded.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

ORR ST FARM & ART MARKET

By: Nicole LaPorte
Name: Nicole LaPorte
Date: 4/25/23

ATTEST:

Nicole LaPorte
Name: Nicole LaPorte
Title: CEO

CITY OF COLUMBIA, MISSOURI

De'Carlton Seewood

By: _____

De'Carlton Seewood, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw