CITY SECRETARY
CONTRACT NO.
18-22

LICENSE AGREEMENT

THAT City of Keller, Texas ("Grantor" or "City"), has granted and conveyed unto Keller Farmers Market, a Texas non-profit corporation ("Grantee"), hereinafter referred to as Grantee, a revocable license for the placement and operation of a farmers market on designated Saturdays in the public areas within Tract 2M of the McQueen, Donald Survey Abstract 1026, and for the installation of a temporary sign along Bear Creek Parkway, more specifically delineated as a part of the annually approved special events permit. This license provides the Grantee access for the placement and operation of a farmers market and installation of a temporary sign in accordance with all rules, regulations, laws, policies, and stipulations as sanctioned by the City. Grantee shall guarantee the grounds, hardscape and plant material in and immediately surrounding the area designated for use for the farmer's market shall be kept free and clear of any permanent markings, trash or debris and shall agree to restore the area to its original condition should there be any damage caused by the placement and operation of farmers market on said location.

This license shall begin on Saturday, May 5, 2018 and be valid through December 31, 2018 and shall automatically renew for successive one-year periods unless either party terminates such Agreement by providing written notice ninety (90) calendar days in advance of said termination. This license agreement shall only apply to Saturdays and only to those Saturdays submitted in advance by the Grantee and approved in writing by the City. The temporary sign shall be removed annually on or before the license expiration date. Grantee shall submit the proposed dates, layout and signage to the City on an annual basis through the Special Events Permit Application process. The City shall reserve the right to revoke the license agreement at any time. Grantee shall have the right to assign this agreement to an entity approved by Grantor, which approval shall not be unreasonably withheld.

Grant funding

The City will grant an amount up to and including $5,000 annually for the Grantee's use in the operation of a farmers market. The amount of this grant may be changed independently of this license agreement.

Obligations of Grantee

Each of the following are conditions of the proposed Program Grants, which Grantee must satisfy or cause to be satisfied in order to receive such Program Grants. Grantee shall provide a market enhancing and promoting economic development within the City. Grantee shall create a community gathering place; foster a broad impact on the City's economic development by successfully holding a public market for vendors and customers as well as the market's surrounding area.

Grantee must agree to indemnify, hold harmless and defend the City, its officers, agents and employees from and against all liability for any and all claims, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of

use), and expenses including court costs and attorney's fees and other reasonable costs occasioned by or arising out of Grantees use of public spaces and/or activities conducted in connection with or incidental to the requested permit and arising out of or resulting from the intentional acts or negligence of Grantee, its officers, agents, employees or vendors participating in the event sponsored by Grantee. Notwithstanding the foregoing the City reserves the right to participate in the defense of its own interests.

Grantee must further agree that it shall, at all times, exercise reasonable precautions to ensure the safety of its officers, agents, employees, participants, visitors, and other persons, as well as their property, while in or on the public spaces or involved in activities in connection with or incidental to the permitted use of the public spaces under this permit. It is expressly understood and agreed that City shall not be liable or responsible for Grantee's negligence or that of its agents, servants, employees, customers, visitors and participants.

It is further agreed with respect to the foregoing indemnity, that City and Grantee will provide the other with prompt and timely notice of any event or occurrence that may directly or indirectly, contingently or otherwise give rise to a claim or may otherwise affect the Grantee or City.

The indemnity provision contained in this License Agreement shall not be considered as an exclusive remedy, but as a remedy available to the City in addition to any other remedy available to it under the law.

TO HAVE AND TO HOLD the above described property unto Keller Farmers Market, for the purposes herein before provided, and Keller Farmers Market, its agents, servants, visitors, contractors, and subcontractors shall have the right to go upon said property and to use same for the placement and operations of a farmers market.

SIGNED AND EXECUTED this the 26th day of, February 2018.

GRANTOR:	GRANTEE:
CITY OF KELLER, TEXAS	KELLER FARMERS MARKET
Mark R. Hafner City Manager	Sheri J. Almond Sheri Almond Executive Director