

This Agreement made in triplicate this day of , 2022 .

BETWEEN:

The Corporation of the Municipality of Kincardine
(hereinafter referred to as the "Municipality")

AND

Kincardine Farmers Market
(hereinafter referred to as the "Operator")

WHEREAS the Municipality represents that they are the Registered Owners of the lands in the Municipality of Kincardine, County of Bruce, illustrated in Schedule "A" attached hereto and forming part of this Agreement; and

AND, WHEREAS both parties hereto agree that the lands affected by this Agreement are set out in Schedule "A" attached hereto; now

THEREFORE this Agreement witnessed that in consideration of approval for the operation of a Kincardine Farmers Market on the subject parcel of lands owned by the Municipality the Operator hereby agree with the Municipality as follows:

1. Payment

The Operator will use the said property at no cost. The Operator shall be responsible for upgrades that are required to meet the needs for the purposes of a Farmers Market.

2. Term:

- a. The parties to this Agreement hereby agree that the Operator can operate a Farmers Market from the last Saturday in May to the second Saturday in October, inclusive and those lands described in Schedule "A" of this Agreement herein called the "Subject Lands".
- b. This Agreement shall be a one-season Agreement, commencing June 20, 2022 and ending October 10, 2022.

3. Vendors

- a) The Operator agree that booths for vendors at the Farmers Market can only be set up on the subject lands. The Farmers Market access will be granted at 8:00 a.m. for vendors to set up. The sound or noise from or created by any radio or phonograph or any musical or sound producing instrument of whatsoever kind will not be permitted before 9:00 a.m. All vendors are required to have their booths cleared from the site no later than 1:00 PM.
- b) The Operator agrees that no booths for vendors can be established in other areas within the Municipality of Kincardine without prior approval from the Municipality of Kincardine.
- c) The Operator shall be allowed to rent spaces for up to 15 vendors.
- d) The Operator agrees that if it should come to their knowledge that any vendor participating in the Farmers Market is selling any illegal goods or is otherwise carrying on any illegal activities, they will immediately report such offenses to the legal authorities.

4. Commercial General Liability Insurance

Commercial General Liability Insurance satisfactory to the Owner and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a) A limit of liability of not less than occurrence with an aggregate of not less than \$2Million Dollars
- b) Add the Owner as an additional insured with respect to the operations of the Named Insured
- c) The policy shall contain a provision for cross liability and severability of interest in
- d) respect of the Named Insured
- e) Products and completed operations coverage

- f) Broad Form Property Damage
- g) Contractual Liability
- h) Work performed on Behalf of the Named Insured by Sub-Contractors
- i) The policy shall provide 30 days prior notice of cancellation.

5. Liability

The Operator will not hold the Municipality responsible for claims arising from loss, theft, or damage to property, arising from the operation of the Farmers Market.

6. Capital Repairs and Grounds Maintenance

- a) The Municipality agrees to prepare the leased area for the Farmers Market prior to the start of each season to ensure that the grounds are maintained to a safe standard acceptable to and agreed upon by both the Operator and the Municipality.
- b) Any cardboard, recyclables or garbage generated as a result of the Farmers Market will be the responsibility of the Operator to remove off-site immediately following each event unless other arrangements are negotiated between the Municipality and the Operator.

7. Idling Vehicles

Idling of Vehicles is prohibited to prevent unnecessary pollution and disturbance caused to neighboring residents. The Operator will inform Vendors of this.

8. Use

The Operator shall not do or permit to be done at the Premises anything, which may:

- a) constitute a nuisance;
- b) cause damage to the Premises;
- c) cause injury or annoyance to occupants of neighboring Premises;
- d) make void or voidable any insurance upon the Premises;
- e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, federal or other competent relating to the Premises;
- f) obstruct the general public's use of the Connaught Park adjoining the lands hereby leased.

9. Binding Effect

This agreement binds and benefits the parties and their respective heirs, executors, administrators, representatives, successors and assigns.

SIGNED, SEALED AND DELIVERED

in the presence of

FARMERS MARKET ASSOCIATION

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)
) _____
) Janice McKean

I have the authority to bind the Organization.

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

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)
) _____
) Gerry Glover, Mayor
)
)
) _____
) Roxana Baumann, Acting C.A.O.

We have the authority to bind the Corporation.

SCHEDULE "A"

Description of Land

PL4 L1-4 PT5 BRDWAY NS L1-7;MECHANICS SS L1-8 MECHANICS;NS L9-11 PT12-15 SAUGEEN ES;PT PK L4 NELSON SS PT PK L36;KING SS CONNAUGHT PARK