

SPECIAL EVENT AGREEMENT BETWEEN THE CITY OF NEWPORT AND THE LINCOLN COUNTY SMALL FARMERS ASSOCIATION

This special event agreement is between the City of Newport, an Oregon municipal corporation (City), and the Lincoln County Small Farmers Association (Association).

Recitals

- A. Association for years has operated a farmer's market in Newport, on Saturdays, from May to October. The farmer's market for the 2019 season will be held in the city-owned parking lot on the southeast corner of Highway 101 and Angle Street.
- B. The farmers market, organized by the Association, results in substantial benefit to the City of Newport by providing an attraction for local citizens and tourists and allowing produce, food products, and other items to be provided directly to the public by the producers of the products. Having a farmer's market is in the best interest of the community.

Terms of Agreement

- 1. City agrees to allow Association to operate a farmer's market in the city-owned parking lot at Highway 101 and Angle Street, on Saturdays, from 6:30 A.M. until 3:00 P.M., beginning on May 11, 2019 and ending on October 26, 2019. This allows for set-up and clean-up of the farmer's market. Actual public market hours are 9:00 A.M. until 1:00 P.M.
- 2. This agreement shall be effective when signed by authorized representatives of both parties, and will remain in effect until October 27, 2019.
- 3. City agrees to the use of the parking lot, by Association, for activities associated with the farmer's market. All sidewalks surrounding the parking lot shall be kept clear. All vendors and activities shall occur in the parking lot. The Association may use the two most southeasterly parking spaces for storage of its market supplies. The Association agrees to obtain additional trashcans, at its own cost, if needed.

The Association must adhere to a traffic plan attached to this Agreement as Exhibit A.

Association shall not permit any person to use stakes to anchor tents, awnings, or displays, but shall use weights as necessary to anchor tents, awnings, and displays on city streets, parking lots, or other paved areas.

- 4. Signage will be provided by the Association as described in Exhibit B - Farmer's Market Signage Plan.

Association will be responsible for setting the signage and barricades no later than 6:30 A.M. on each Saturday of the market. Association will remove the signs on Saturday after the market no later than 3:00 P.M. Signs and traffic devices will be set in locations defined by City staff. The signs and traffic devices must be maintained in place throughout the time the farmer's market is operating. Association will be responsible for storage of all signs, barricades, banners, etc. used to support the market.

Transport and placement of signage and barricades shall not impede traffic on open streets, and shall be the responsibility of the Association.

Any signage and barricades, belonging to the City of Newport, shall be returned to the City by November 1, 2019.

5. City shall not charge Association for use of the parking lot. Association shall maintain a City business license in effect at all times, and shall obtain and comply with any required permits, including sign permits. Association shall be responsible for any damage to City property resulting from its operation of the farmer's market, other than normal wear and tear.
6. City shall allow the use of the City Hall public restrooms during farmer's market hours. Association is responsible for locking and unlocking the doors to City Hall during market hours. Association is required to provide a monitor to be stationed in City Hall during farmer's market hours. Association shall reimburse City the amount of \$400.00 for the use of the City Hall during the farmer's market season.
7. Prior to May 11, 2019, Association shall provide evidence that it has obtained and will maintain insurance and complies with the following provisions:
 - a. Insurance coverage limits - \$5 million combined single limit;
 - b. City listed as named insured on separate endorsement;
 - c. The Association's insurance is to be the primary insurance;
 - d. Ten days' notice to City of cancellation;
 - e. Certificate of insurance to be provided before market begins;
 - f. A new certificate will be required annually.
8. The agreement may be terminated by the City on 72 hours' notice if the City Council determines, after a public hearing, that the farmers market is no longer in the public interest or if the City determines that the Association is in violation of this agreement.
9. The Association will indemnify and hold the City harmless for any and all claims arising out of this agreement and any damages resulting therefrom, including but not limited to claims of personal or bodily injury or death, and property damage, whether arising from tort, contract, regulatory or other claim.

EXTENSION OF AGREEMENT

This agreement is extended through November 9, 2019 due to the unavailability of the winter season location. The extension will remain in effect until November 10, 2019.

CITY OF NEWPORT

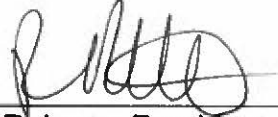


Margaret M. Hawker, Acting City Manager

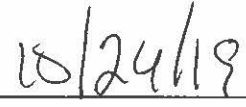


Date

LINCOLN COUNTY SMALL FARMERS ASSOCIATION



Renee Roberts, President



Date