

PRINCETON-ZIMMERAN FARMERS' MARKET ASSOCIATION
SITE USE AGREEMENT

THIS FARMERS' MARKET SITE USE AGREEMENT (the "Agreement") is made and entered into on the ____ day of _____, 2024 by and between the Princeton-Zimmerman Farmers' Market Association (hereinafter referred to as "Farmers' Market"), and the City of Princeton (hereinafter referred to as "City").

WHEREAS, the City is the owner of certain real property (the "Real Property") which is located at 111 Rum River Drive and further identified by property PID numbers 24-041-0130 and 24-041-0140.

WHEREAS, the City desires to grant the use of a part of the Real Property to Farmers' Market and the Farmers' Market desires to use such part of the Real Property for the purposes of operating a Farmers' Market;

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

- 1) **Site and Term.** City does hereby grant unto Farmers' Market, and Farmers' Market does hereby accept from City, the use of that portion of the Real Property, as shown on the attached Exhibit A, which is hereinafter referred to as the "Site". The term of the Agreement shall be each Saturday commencing on May 1st and continuing until November 1st during each year of this Agreement, unless earlier terminated by either party by providing the other party with thirty (30) days' written notice of termination. Provided approval of the City Administrator is first obtained, Farmers' Market shall have access to the Site prior to the commencement of the term of this Agreement for the purpose of preparing the Site for the operation of the Farmers Market.

It is understood that the portion of the Site that will be allocated to Farmers' Market is generally located at the Southwest corner of parcels 24-041-0130 and 24-041-0140. The City shall have sole discretion to identify the Site location.

The term of this Agreement may be renewed every five (5) years by mutual agreement of the parties.

- 2) **Obligations of Farmers' Market:** Farmers' Market shall have the obligations and perform such duties so as to fully comply with all operating standards and rules and regulations of City as determined from time to time, including but not limited to, the following:
 - a) Farmers' Market shall, at his own cost and expense, pay all application and/or renewal fees necessary to obtain and maintain any and all licenses and permits necessary for the operation of a Farmers Market in the City of Princeton.
 - b) Farmers' Market shall not utilize the Site for any unlawful purposes.
 - c) Farmers' Market will operate the Farmers Market from 8:30 A.M. until 12:00 P.M every Saturday beginning May 1st and continuing through November 1st, weather permitting. Times may vary upon notice to the City of Princeton.

- d) Farmers' Market shall not commit or permit any waste to be committed on the Site. Further, Farmers' Market shall operate the Farmers Market in a manner so that no nuisance, as determined in the sole and uncontrolled discretion of City, shall exist on the Site or the Real Property.
 - e) Farmers' Market shall at all times operate the Farmers' Market in such a manner so as to conform and blend with the atmosphere maintained by City.
 - f) Farmers' Market will provide a general liability insurance policy with limits of not less than \$1,500,000 per occurrence and \$3,000,000 in the aggregate, naming the City of Princeton, its officers, employees and agents as an additional insured. Such policy shall contain a provision that it may not be cancelled without thirty (30) days prior written notice to City. Farmers' Market shall provide proof of such insurance prior to the commencement date of this Agreement.
 - g) Farmers' Market shall not make any improvements to the Real Property or the Site without the prior written approval of the Princeton City Administrator, which approval may be withheld for any reason.
- 3) **Obligations of City:** City's obligations under this Agreement shall include:
- a) City shall, by operation of this Agreement, provide to the Farmers' Market that portion of the Real Property as set forth in Exhibit A attached hereto and made a part hereof (the Site).
 - b) Except for any damage caused by Farmers' Market, which Farmers' Market shall be solely responsible and liable for, City shall maintain the Site in good condition and repair, subject to normal wear and tear.
 - c) City shall permit Farmers' Market to enter onto Site prior to 8:00 A.M. on each Saturday for purposes of preparing and setting up the Farmers' Market produce for sale to the public. City shall permit Farmers' Market to stay upon the Site for a reasonable time after 12:00 P.M. on each Saturday for the purposes of breaking down Farmers' Market's fixtures and general cleanup of the Site.
 - d) City shall permit Farmers' Market to have temporary signage in the form of foldable street signs promoting the Farmers Market, on the Site. All signage displayed by Farmers' Market shall be in conformance with the City of Princeton zoning ordinance and any other applicable regulatory code.
- 4) **Quiet Possession:** Subject to the terms hereof, City covenants and agrees that Farmers' Market shall have the quiet and peaceful enjoyment of the Site, provided Farmers' Market performs all covenants, agreements and conditions in this Agreement on the part of Farmers' Market to be kept, met, paid and performed.
- 5) **Fire Casualty Damage:** In the event the Site is destroyed by fire or other cause, or so damaged as to render the Site untenable, this Agreement will terminate without penalty to either party.
- 6) **Drives and Parking Areas and Public Areas:** Farmers' Market, its invitees, farmers and customers, shall have the right in common with City, other tenants of City and their invitees, employees and customers, to use the drives and parking areas now or hereafter constructed in the front or rear of, or on the sides of, the buildings of which the Site are a part; and to use the public areas of the Site.

- 7) **Subordination and Cancellation:** This Agreement shall, without further act or deed, be subordinate and subject to any real estate mortgage now or hereafter existing on the real property of which the Site is a part. Farmers' Market agrees to execute any and all documents which may be requested of him to evidence such subordination of record.
- 8) **Notices:** All notices required hereunder shall be sent to City and Farmers' Market at the addresses set out below, unless changed in writing by the party to receive the notice:

City of Princeton
Attn: Michele McPherson, City Administrator
705 N. 2nd St.
Princeton, MN 55371

Princeton-Zimmerman Farmers' Market
Attn:
8082 33rd St.
Princeton, MN 55371

- 9) **Assignability:** This Agreement is not assignable by Farmers' Market without the prior written consent of City, which consent may be withheld for any reason.
- 10) **City's Access to Site:** City shall have the right to enter upon the Site at all hours for the purpose of inspecting the same, or for the purpose of making repairs or alterations to the Site or for any other purpose or purposes contemplated under this Agreement.
- 11) **Partial Invalidity:** If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this agreement shall not be affected thereby.
- 12) **Entire Agreement:** This Agreement contains the entire agreement between the parties and no agreement shall be effective to change, modify or terminate this Agreement in whole or in part unless such agreement is in writing and signed by each of the parties hereto.
- 13) **Governing Law:** The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Agreement.
- 14) **Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties.
- 15) **City Events:** This Agreement shall be subordinate to any City events. In the event the City requires use of the Real Property for any City events, Farmers' Market shall relinquish use of the allocated portion of the Real Property and consents to City's use of the premises for the required dates and times. In such circumstances, City shall attempt to locate an alternate site for Farmers' Market to conduct the Farmers' Market during the days and times in question. The City will give notice to the Farmers' Market of such events.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date

