

FARMER'S MARKET AGREEMENT

This Farmer's Market Agreement, (hereinafter "Agreement"), is made by and between the Milwaukee Board of School Directors on behalf of Milwaukee Public Schools, an entity created by the laws of the State of Wisconsin, (hereinafter "MPS"), and Enderis Park Neighborhood Association Inc., a Wisconsin non-stock corporation (hereinafter "EPNA").

RECITALS

WHEREAS, MPS recognizes community organizations are essential partners to MPS; and

WHEREAS, EPNA is actively involved in the neighborhood surrounding MPS's Enderis Playfield; and

WHEREAS, MPS and EPNA desire to enter into a partnership to sponsor a neighborhood farmers market at the Enderis Playfield to provide patrons access to locally grown fruits and vegetables while offering a point of connection between neighbors and their local growers and food producers;

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF EPNA

- a. EPNA, as a partner of MPS, will manage all aspects associated with the operation of a weekly community farmer's market (the "Market") at Enderis Playfield, 2983 N. 72nd Street.
 - i. The Market will run from 9:30 AM-1:00 PM every Sunday, June 11, 2017, through September 24, 2017, and be free and open to the public.
 - ii. All on-site purchases will be made between Market vendors and the public.
 - iii. Vendor booths shall be 10 feet x 10 feet in size.
 - iv. Vendors will be responsible for providing their own generators if power is needed.
 - v. No alcoholic beverages may be sold at the Market.
- b. EPNA will be responsible for recruiting and selecting vendors who have the appropriate qualifications to participate in the Market, including a valid City of Milwaukee Farmer's Market Food License.

- c. EPNA will submit a list of vendor categories to MPS no later than May 1, 2017, and lists of specific vendors will be submitted to MPS on a monthly basis thereafter.
- d. EPNA will be responsible for collecting the fees set forth below from vendors participating in the Market. Except as set forth in Section 1.d., the fees will be retained by EPNA as an “organizer” fee.
 - i. Full-season booths: \$250
 - ii. Limited number of half-season booth: \$125
 - iii. One-day vendors: \$15
- e. EPNA will be responsible for managing the set-up and take-down of all materials on each event date, ensuring no debris is left on-site by EPNA or its vendors.
- f. Upon receipt of invoice on a monthly basis, EPNA shall pay MPS the charges due to cover facility rental, the cost associated with MPS’s provision of an on-site field attendant at each Market operation, plus any costs associated with additional trash removal above and beyond that currently performed by MPS. Such invoice shall be paid within 30 days.
- g. EPNA will adhere to all facility rental rules as outlined in the “Rules and Regulations” document provided by the MPS Recreation Outdoor Permit office.
- h. EPNA will maintain, during the term of this Agreement, the following insurance: Comprehensive General Liability of not less than \$1,000,000 for each occurrence with a combined aggregate of \$2,000,000; and Umbrella Insurance of not less than \$1,000,000. EPNA will name “the Milwaukee Board of School Directors” as an additional insured on the comprehensive general liability and umbrella policies. EPNA will assume all risk of loss or damage to its property and waives all claims with respect thereto against MPS, unless such loss or damage is caused directly or proximately by any wrongful, intentional, or negligent act or omission of MPS and its employees. Proof of required insurance coverage will be provided by EPNA to MPS.
- i. EPNA will maintain insurance to cover any loss or damage to equipment stored on MPS premises, if any.

2. RESPONSIBILITIES OF MPS

- a. MPS will approve EPNA’s list of vendor categories no later than May 1, 2017, and review and approve EPNA’s list of specific vendors on a monthly basis thereafter.

- b. Provide EPNA a copy of the MPS Recreation's facility rental "Rules and Regulations" document.
- c. MPS will provide one on-site field attendant during the hours of Market operation and half an hour before/after to open and secure Enderis Playfield fieldhouse, make restrooms available, and coordinate additional trash removal, if needed.
- d. MPS will invoice EPNA, on a monthly basis, for the cost of renting Enderis Playfield, the use of one field attendant for four and one half (4½) hours each week (\$112.50/week), and any additional costs incurred as set forth herein.

3. INDEMNITY

- a. EPNA will indemnify and hold harmless MPS, its agents, employees and officers against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses arising out of the services provided pursuant to this Agreement for injury to persons and damages to the extent caused directly or proximately by any wrongful, intentional or negligent act or omission of EPNA or EPNA's officers, employees or agents. This obligation will not extend to wrongful, intentional or negligent acts or omissions of EPNA, its officers, employees and agents, if and only if, such acts or omissions are in response to a negligent directive, policy or instruction issued to EPNA by MPS or its employees.
- b. To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Stat. § 893.80, MPS will indemnify and hold harmless EPNA, its officers, employees and agents against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses for injury to persons and damages to the extent caused directly or proximately by any wrongful, intentional, or negligent act or omission of MPS and its employees so long as such act or omission is within the scope of employment within the meaning of Wis. Stat. § 895.46.
- c. The obligations identified in ¶ 3 of this Agreement will survive the termination of the Agreement.

4. TERM

This Agreement will be in effect from May 1, 2017, through September 30, 2017. Unless terminated pursuant to the provisions of ¶ 5 of this Agreement, this Agreement may be renewed, upon mutual written agreement of both parties, for additional May 1-September 30 terms.

5. TERMINATION

- a. If either party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this Agreement by giving ten days' written notice of termination of the Agreement, specifying the alleged violations, and effective date of termination. This Agreement will not be terminated if, upon receipt of the notice, the non-breaching party promptly cures the alleged violation prior to the end of the ten-day period.
- b. Either party has the right to terminate this Agreement at any time, for any reason, by giving the other party thirty days' written notice by Certified Mail or Registered Mail of such termination.

6. INDEPENDENT EPNA

In entering into this Agreement, and in acting in compliance herewith, EPNA is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. EPNA further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time to time to any individual or entity providing services pursuant to this Agreement.

7. NOTICE

- a. Notice to EPNA will be sufficient if sent by first-class mail to Scott McGroarty, P.O. Box 100284, Milwaukee, WI 53210, or to such other address as EPNA may designate to MPS in writing.
- b. Notice to MPS will be sufficient if sent by first-class mail to Emily Van Deraa, 5225 West Vliet Street, Room 160, Milwaukee, WI 53208 or to such other address as MPS may designate to EPNA in writing.

8. MODIFICATION

No modification, expansion or amendment of this Agreement will be of any force or effect unless in writing and signed by the parties hereto.

9. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this Agreement will be interpreted as if such invalid terms or covenants were not contained herein.

10. CHOICE OF LAW & FORUM

This Agreement will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Milwaukee County, Wisconsin.

11. FINAL EXPRESSION

This AGREEMENT is intended by EPNA and MPS as a final expression of their agreement and as a complete and exclusive statement of its terms. This AGREEMENT supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have signed this Farmer’s Market Agreement.

MILWAUKEE PUBLIC SCHOOLS

ENDERIS PARK NEIGHBORHOOD ASSOCIATION INC.

Darienette B. Driver, Ed.D.
Superintendent of Schools

Scott McGroarty

Date

Date