

LICENSE AGREEMENT

(Bristol Farmers Market)

This License Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 2026 (the “Effective Date”), by and between Bristol Community Church, Inc., an Indiana nonprofit corporation (“Owner”), and the Town of Bristol, Indiana (the “Town”).

RECITALS

WHEREAS, Owner is the owner of a parking lot located at 301 S. Division Street, Bristol, Indiana, located in the areas shown on Exhibit A attached hereto (the “Premises”); and

WHEREAS, the Town wishes to use the Premises on certain dates as reflected on Exhibit B attached hereto and incorporated herein to host and sponsor a community event commonly referred to as the “Bristol Farmers Market” (the “Market”) for the purpose of hosting local vendors of home grown produce, crafts, collectibles, and services, and related activities; and

WHEREAS, Owner wishes to contribute to the enhancement of such a community event by making the Premises available with respect to the Market.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein and each act done pursuant thereto, the parties hereby agree as follows:

1. **Scope of License; Exclusive Use.** Owner hereby grants to the Town an exclusive, revocable license to use the Premises during the hours and dates as set forth on Exhibit B (the activities during the hours of operation referred to as the “Event”) for the operation of the Market and all activities reasonably related thereto, including but not limited to vendor booths, food trucks, nonprofit and sponsor displays, entertainment, music, demonstrations, volunteer coordination, signage, and Town-approved programming. During Event hours, Owner shall not permit any other use of the Premises that would interfere with the Market or the Town’s use thereof.

2. **Market Operations.**

(a) The Town shall operate the Market in accordance with Exhibit B. The Town shall return the Premises to substantially the same condition as existed immediately prior to each Event, reasonable wear and tear excepted, and shall not be responsible for pre-existing conditions, latent defects, or conditions not caused by the Market or Town activities. Owner shall provide the Town with prompt written notice of any claimed damage attributable to an Event and allow the Town a reasonable opportunity to inspect and address such damage before undertaking repairs, except in emergencies.

(b) The dates and times set forth on Exhibit B reflect the Town’s anticipated schedule; however, the Town reserves the right to reasonably adjust Event dates or times with prior notice to Owner to accommodate weather, vendor availability, or operational

needs. No liability shall arise against the Town as a result of such cancellation or rescheduling.

(c) The Town shall have sole authority to establish and enforce rules governing Market operations and may remove or exclude any vendor, participant, or attendee whose conduct the Town reasonably determines to be unsafe, unlawful, or inconsistent with Market policies. The Town shall have discretion over crowd management, traffic flow, and sound levels during Events.

(d) Owner shall have no approval rights over Market vendors, programming, entertainment, or sponsors, provided such activities are lawful, consistent with this Agreement, and not inconsistent with Owner's faith or religious traditions or teachings.

3. **Term.** The term of this Agreement shall be from the Effective Date to December 31, 2026, subject to Town's ability to obtain an appropriation for funds to conduct the Market (the "**Term**"). The Term may be extended for one (1) year ("**Term Extension**") at the end of the initial Term and, at the end of each Term Extension, if agreed upon by the Parties in writing.

4. **Revocation.** Notwithstanding that this license is revocable, Owner may revoke this Agreement prior to the expiration of the Term only upon the Town's material breach of this Agreement, provided that Owner gives the Town not less than thirty (30) days' prior written notice of such breach and the Town fails to cure the breach within such notice period.

5. **Insurance.** The Town shall name Owner as an additional insured on its liability insurance and general casualty policies applicable to the Market and shall provide proof of such insurance to Owner prior to the commencement of this Agreement.

6. **Indemnification.** To the extent permitted by Indiana law, the Town shall indemnify, defend, and hold harmless Owner from and against claims arising out of the Town's operation of the Market on the Premises, except to the extent such claim arises from the negligence or willful misconduct of Owner. Owner shall indemnify, defend, and hold harmless the Town from and against claims arising out of Owner's ownership, maintenance, or condition of the Premises, except to the extent caused by the negligence or willful misconduct of the Town. Owner shall not be liable for the acts or omissions of vendors, attendees, or participants in the Market, except to the extent arising from Owner's own negligence or willful misconduct. The provisions of this Section shall survive termination or expiration of this Agreement.

7. **Compliance with Laws.** Owner represents that the Premises comply with applicable zoning, building, and safety codes for their intended use. The Town shall be responsible solely for compliance related to temporary Market structures, vendor operations, and event activities. Nothing herein shall require the Town to make permanent improvements to the Premises.

8. **Miscellaneous.**

(a) **Governing Law; Assignment.** This Agreement shall be governed by Indiana law. This Agreement may be administered or operated by the Town, its departments, boards, commissions, or a nonprofit or third-party market manager

designated by the Town, without such designation constituting an assignment requiring Owner's consent.

(b) **Authority.** The person(s) executing this Agreement on behalf of the parties hereto represent and warrant that such person(s) are duly authorized and have all necessary legal authority to do so.

(c) **Headings.** The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.

(d) **Notices.** Notices required under this Agreement shall be in writing and may be delivered by personal delivery, U.S. mail, or electronic mail to the addresses set forth herein or to such other address as a party may designate by notice.

(e) **Severability.** In case any one or more of the provisions (or any portion thereof) contained herein shall be held to be invalid, illegal, or unenforceable in any respect, such shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such provision or provisions (or any portion thereof) had never been contained herein.

(f) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

(g) **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations of liability available to the Town under Indiana law.

(h) **Owner Acknowledgement.** Owner acknowledges that it has had the opportunity to review this Agreement, ask questions, and seek independent legal advice, and that it understands the terms of this Agreement.

(i) **Recitals.** The foregoing recitals are hereby incorporated into this Agreement.

* * * *

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first above-mentioned date.

For Owner:

For the Town:

By: _____

By: _____

Jeff Beachy, Town Council President

Name: _____

Its: _____

Date: _____

Date: _____

Notice to Owner:

Notice to the Town:

201 S. Division St.
Bristol, IN 46507
Attn:

303 E. Vistula St.
Bristol, IN 46507
Attn: Town Manager

EXHIBIT A

Depiction of Premises



EXHIBIT B

Market Dates and Times

For 2026: