

CITY OF BURLESON FARMERS' MARKET AGREEMENT

This LICENSE AGREEMENT ("Agreement"), dated this _____ day of _____, 20____, is made and entered into by and between the CITY OF BURLESON, a home rule municipal corporation, hereinafter referred to as "Licensor", and BURLESON FARMER'S MARKET, a Texas LLC, hereinafter referred to as "Licensee".

RECITALS

WHEREAS, the Licensor owns a certain parcel of real property that is located at 141 W Renfro St and the Mayor Vera Calvin Plaza in Burleson, Johnson County, Texas, and more particularly depicted in Exhibit "A", attached hereto and incorporated herein by this reference for all purposes ("Premises"); and

WHEREAS, the residents of Burleson have expressed a desire and need for a local farmers' market to take place on the Premises; and

WHEREAS, the Licensee has experience in managing farmers' markets; and

WHEREAS, the Licensor deems it advantageous to grant Licensee certain rights, privileges, and uses herein as necessary to conduct its business as hereinafter set forth; and

WHEREAS, the City Council previously approved a contract with Licensee for the operation and management of the Farmers' Market, which proved to benefit the residents of the City of Burleson; and

WHEREAS, subject to the terms of this Agreement, Licensee will operate a farmers' market on the Premises; and

WHEREAS, Licensor finds it in the best interests of to enter into this Agreement with Licensee.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee (hereinafter collectively "Parties" and individually "Party") hereby agree as follows:

ARTICLE I GENERAL TERMS AND CONDITIONS

1.01 LICENSE: Licensor hereby issues to Licensee an Exclusive License to enter upon and use the Premises for and during the term of this License, and any extension or renewal thereof, on the following days and times during the term of this Agreement:

- A. Weekly on Saturdays beginning 7:00 AM until 2:00 PM during the term of this Agreement, unless otherwise provided in this Agreement;
- B. Beginning 7:00 AM until 2:00 PM on a Sunday during the term of this Agreement in the event that a Saturday market is cancelled by the Licensor due to inclement weather or other

unsafe conditions and the Parties agree in writing to reschedule the Saturday market on a specific Sunday;

- C. Beginning 7:00 AM until 2:00 PM on a Sunday during the term of this Agreement in the event that Licensee requests and the Lessor grants in writing for Lessor to operate on a Sunday during the term of this Agreement in place of a Saturday market provided in section 1.01(A). The decision of whether to move a market from a Saturday to Sunday must be approved by both Parties in writing. When a Sunday Market day is held, that Market day takes the place of the Saturday Market day for that week;
- D. In addition to a Saturday markets provided in section 1.01(A), six (6) additional days during the term of this Agreement to be determined at a later date and agreed to by both Parties in writing, beginning 5:00 PM until 9:00 PM;
- E. Notwithstanding the above, Licensee shall not operate on any day the Lessor is conducting an election or run-off election at Burleson City Hall located at 141 W Renfro St, Burleson, Texas 76028. The Parties will periodically discuss when the Lessor may be conducting any such election activities at Burleson City Hall.

solely and exclusively for the following purposes or activities: a farmers' market, allowing Licensee and its employees, agents, contractors, invitees, and anyone entering the Premises under this Agreement (including but not limited to members of the general public) to operate a farmers' market which would include but is not limited to the following: all aspects of the market's management, including vendor selection, vendor space assignment, setup and breakdown supervision, marketing and promotion, coordination, security, invoice preparation, revenue collection, and other duties as required by market functions and operations. These services shall be performed in accordance with the scope of services attached hereto and incorporated herein by reference for all purposes as Exhibit "B" (the "Farmers' Market" or "Market").

1.02 LICENSED AREA: The Lessor does hereby license the Premises and Licensee hereby accepts the license on the said Premises from Lessor. Licensee hereby declares itself fully familiar with the physical condition of the Premises and declares that said Premises was in good condition when possession of same was accepted. Premises is licensed unto Licensee in "AS IS" condition. Licensee has inspected the Premises and accepts the same in "AS IS" condition.

1.03 TERM: Unless terminated sooner in accordance with section 1.04, below, this License shall commence March 1, 2026, and shall continue until February 28, 2027.

1.04 TERMINATION: The Lessor reserves the right to terminate the Agreement immediately with written notice to the Licensee in the event the Licensee: (i) Fails to meet delivery schedules; (ii) Defaults in the payment of any fees, (iii) Otherwise fails to perform in accordance with this Agreement, or (iv) Becomes insolvent and/or files for protection from bankruptcy law.

The Agreement may be terminated by the Lessor without penalty, for any reason or none whatsoever, by the Lessor providing at least thirty (30) day's written notice to the Licensee.

1.05 DATE AND HOURS OF OPERATION; CANCELLATION: Licensee promises that if the Farmers' Market is to be held on a specific day of the week, Licensee shall adhere to the following hours of operation that the Farmers' Market shall be open to the public:

- A. Beginning 7:00 AM until 2:00 PM on Saturdays;
- B. Beginning 7:00 AM until 2:00 PM on Sundays, if any;
- C. Beginning 5:00 PM until 9:00 PM on any other day of the week, if any;

Notwithstanding the above, Licensor may cancel any Market day if it determines, in its sole and uncontrolled discretion, that the event is unsafe due to inclement weather or other reason. The Licensor will work to communicate with Licensee if and when Licensor reaches such a determination. The Parties will work in good faith to reschedule any Market day that is canceled pursuant to this section.

1.06 FEE: Licensor agrees to provide the use of the Premises only on the dates and times scheduled under this Agreement for a cost of five hundred dollars (\$500.00) each day the Farmers' Market opens and operates. Licensee shall submit the payment to the Licensor by the 5th day of each month following the day the Farmers' Market opens and operates. Payments shall be made either by check mailed to the Licensor at the Licensor's address as listed below or paid in person at Burleson City Hall.

The income from the Farmers' Market will belong to the Licensee. Unless pre-approved by the Licensor, all out-of-pocket expenses for management services will be the responsibility of the Licensee. All costs other than utilities and general facility maintenance will be the responsibility of the Licensee. The Licensee shall promptly notify the Licensor by phone, email, or regular mail of any general facility maintenance issues with the Premises.

Licensee shall obtain, complete, and maintain all permits and supporting documentation to satisfy all permitting requirements of Johnson County, the State of Texas, and the City of Burleson. Licensee shall abide by all Federal, State, and local laws, rules, and regulations, and all City of Burleson policies and directions.

1.07 USE CONFLICT: The premises are to be occupied solely for the purpose of operating a Farmers' Market and related events that are authorized by the Licensee consistent with this License and the rules, regulations, and laws of the City of Burleson and the State of Texas.

1.08 ON-SITE MANAGER: Licensee shall ensure that an on-site manager is present at the Premises during each and every Farmers' Market date from the commencement of set up until all vendors/vehicles have vacated the Premises. Licensee shall utilize best industry practices and/or best management practices, which may require additional services not explicitly enumerated.

1.09 SECURITY: Licensee agrees, where reasonably necessary and at their own discretion, to provide at Licensee's sole cost and expense any number of licensed peace officers and security personnel deemed by Licensor to be reasonably necessary for the protection of persons and property on the premises.

1.10 CLEAN UP, GARBAGE STORAGE, AND DISPOSAL: Licensor agrees to provide a sufficient number of containers on the premises for trash collection. Licensee shall ensure that Farmers' Market participants (i) maintain the space(s) assigned to them in a clean and sanitary

condition; and (ii) remove all equipment, fruits, vegetables, trimmings, wrappings, containers, and trash immediately upon vacation of such spaces. In the event that any Farmers' Market participant does not adhere to the above guidelines, Licensee shall, at Licensee's expense, arrange for cleanup of the area to the satisfaction of Lessor. Licensee agrees to store all accumulated trash/garbage in a neat and clean manner as an essential element of its responsibilities for upkeep of the Premises. This includes any loose garbage that may have flown out during or after the event. Licensee shall be required to pay Two Hundred Dollars (\$200.00) as a clean-up fee to Lessor in the event that the Premises is not restored to the condition prior to activities. The fee shall be assessed at the Lessor's sole discretion.

1.11 NATURE OF LICENSE: Licensee agrees and acknowledges that this Agreement is solely for the purpose of permitting Licensee, its successor and assigns, to operate the Farmers' Market on the Premises and is not a conveyance of a real property interest in or to the Premises.

ARTICLE II INDEMNITY AND INSURANCE

2.01 INDEMNIFICATION:

TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF BURLESON, TEXAS, TOGETHER WITH ITS RESPECTIVE OFFICERS, DIRECTORS, FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, AND ASSIGNS (HEREINAFTER COLLECTIVELY BURLESON), OF, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEFENSE COSTS, OR LIABILITY OF ANY KIND OR NATURE (COLLECTIVELY REFERRED TO HEREINAFTER AS "CLAIMS") ASSERTED BY ANY PERSON OR ENTITY AGAINST BURLESON WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO LICENSEE'S (OR LICENSEE'S CONTRACTORS' OR SUBCONTRACTORS', IF ANY) (I) ACTS, ERRORS, OR OMISSIONS, (II) PERFORMANCE OR FAILURE TO PERFORM, (III) GOODS OR SERVICES PROVIDED, (IV) WORK PERFORMED BY, OR ON BEHALF OF LICENSEE, OR (V) USE OF THE PROPERTY TO WHICH THIS LICENSE APPLIES, RELATIVE TO THIS AGREEMENT, EXCEPT ANY SUCH CLAIMS, DAMAGES, CAUSES OF ACTION, COSTS AND EXPENSES ARISING OUT OF THE SOLE NEGLIGENCE OR WILLFUL ACT OF BURLESON, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

Notwithstanding the provisions of the above paragraph, Licensee further agrees to assume all risk, and to indemnify, defend, and hold harmless Lessor from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Licensee or Licensee's employees, exhibitors, contractors, representatives, patrons, guests, or invitees. The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not Lessor, Licensee or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

2.02 INSURANCE: Without limiting Licensor's right to indemnification, it is agreed that Licensee shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form, and an annual aggregate not less than Two Million Dollars (\$2,000,000). The general liability should also include hired and non-owned vehicles. Licensor shall be furnished a copy of proof of insurance prior to the execution of this Agreement. Workers' Compensation insurance shall be at statutory limits.

The City of Burleson shall be named as an additional insured with respect to General Liability. A waiver of subrogation in favor of the City of Burleson shall be contained in all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Burleson of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Burleson will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

ARTICLE III MISCELLANEOUS

3.01 APPLICABLE LAW: This agreement shall be construed under and in accordance with the laws of the State of Texas, and performed in Johnson County, Texas.

3.02 BINDING AGREEMENT: This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective employees, agents, servants, legal representatives, successors, and assigns unless otherwise prohibited.

3.03 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Further, Licensee will keep and maintain the licensed premises in a clean and healthy condition and comply with the laws, ordinances, orders, rules, and regulations (State, Federal, Municipal, and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the licensed premises.

3.04 NO SUBLICENSE, ASSIGNMENT OR JOINT VENTURE: Licensee is not permitted to sublicense the premises or assign said license without written permission given by the Licensor. This agreement is not intended to and shall not be construed to create any joint enterprise between or among the Parties. Licensee is an independent contractor and all persons employed to furnish services hereunder shall not be considered employees of the Licensor.

3.05 HOLDING OVER: In the event Licensee does not vacate all or part of the premises at the end of each business day, Licensee shall be obligated to pay Licensor for the cost of removal of any and all materials.

3.06 JOINT AND SEVERAL LIABILITY: If more than one Licensee is named herein, the obligations of each Licensee herein shall be joint and severable. The singular includes the plural, and the plural includes the singular.

3.07 WAIVER: Either Party's failure to insist at any time on the strict performance of any covenant or agreement, or such Party's failure to exercise any option, right, power, or remedy contained in this Agreement, shall not be construed as a waiver or a relinquishment thereof for the future. The waiver of or failure to seek redress for any violation of any term, covenant, or condition contained in this Agreement shall not prevent a subsequent act from being a violation. A Party shall be considered to have waived a provision of this Agreement only if specifically expressed in writing and signed by such Party. No expressed waiver shall affect any matter other than the one specified in the waiver and only for the time and in the manner specifically stated.

3.08 NO PARTNERSHIP: Notwithstanding anything to the contrary herein, Licensor is not, and under no circumstances shall it be considered to be, a partner of Licensee or engaged in a joint venture with Licensee.

3.09 TIME OF ESSENCE: Time is of the essence in this agreement.

3.10 NO THIRD-PARTY RIGHTS: The Parties intend not to create rights in, or to grant remedies to, any third Party as a beneficiary of this Agreement or any duty, covenant, obligation, or undertaking established herein.

3.11 SEVERABILITY. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

3.12 NOTICES: Notices and communication concerning this Agreement shall be sent to the following addresses:

For Licensor: City of Burleson
 Attn: Economic Development Director
 141 W Renfro Street
 Burleson, TX 76028
 bphilips@burlesontx.com

For Licensee: Burleson Farmers Market
 1486 HCR 1212
 Blum, TX 76627
 chazcf@hotmail.com

Either Party may, by notice to the other Party, change the address specified above. Service of notice or communications shall be complete when received at the designated address.

3.13 INTERPRETATION: Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either Party.

3.14 NO WAIVER OF GOVERNMENTAL IMMUNITY: Nothing contained in this Agreement shall be construed as a waiver of the Licensor's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the Licensor by law. The terms of this section shall survive termination of this Agreement.

3.15. NO WAIVER OF CITY REQUIREMENTS: Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City of Burleson ordinance or regulation, or the waiver of any requirement of any City of Burleson ordinance or regulation.

3.16. AMENDMENT. This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this Agreement.

3.17. COUNTERPARTS; PDF SIGNATURES. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

[Remainder of page left blank. Signature pages to follow.]

LICENSOR:

EXECUTED this _____ day of _____, 2026.

BY: _____
Tommy Ludwig, City Manager

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Before me, _____, the undersigned notary public, on this day personally appeared Tommy Ludwig as City Manager of the City of Burleson, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2026.

Notary Public, State of Texas

My Commission Expires: _____

LICENSEE:

EXECUTED this _____ day of _____, 2026.

BY: Chaz Forster
Chaz Forster, Operator
Burleson Farmer's Market

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Before me, _____, the undersigned notary public, on this day personally appeared Chaz Forster, _____ of the Burleson Farmer's Market, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2026.

Notary Public, State of Texas

My Commission Expires: _____

Exhibit "A"
Premises

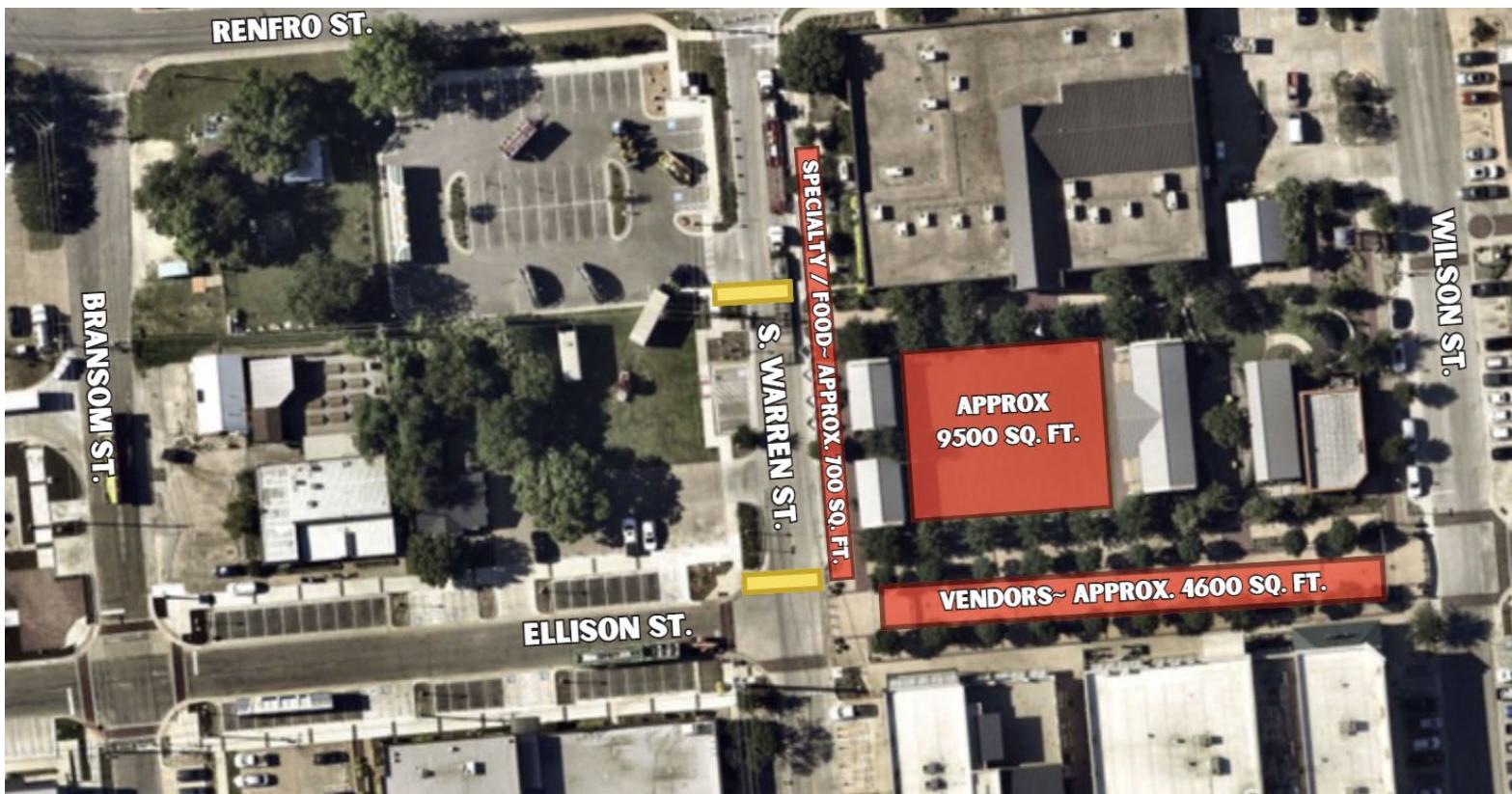


Exhibit "B"
Scope of Services

The Parties agree that Licensee shall operate the Farmers' Market in accordance with the following scope of services.

- 1.0 Licensee shall keep all functioning entry and exit points of the buildings adjacent to the Premises in the Plaza's promenade clear and unblocked by Market operations. The Licensor reserves the right to intervene if necessary.
- 2.0 Licensee shall keep the entrance to the Burleson Heritage Museum adjacent to the Premises clear and unblocked by Market operations at all times. The Licensor reserves the right to intervene if necessary.
- 3.0 Licensee acknowledges and shall not use the two on-street parking stalls adjacent to the Burleson Heritage Museum are reserved for museum visitors. Licensor may place reserved signage in the area to notify the general public of such provision.
- 4.0 Licensee guarantees a minimum of twenty-five percent (25%) of participating vendors will provide home grown/ prepared food or drinks to elevate the authenticity of a true Farmer's Market.
- 5.0 Licensee acknowledges that the parking spaces located along Warren St. are public parking and may be occupied upon arrival for set-up. In the case that vehicles are parked within spaces Licensee intends to utilize, the Licensor shall have no requirement to cause removal of any vehicles. If a vehicle is parked within the Premises, Licensee shall set-up the market in a way that the vehicle is not impeded from exiting.
- 6.0 Licensee agrees to keep and restore the Premises to an equal or better condition than that prior to any activities. This includes trash and debris pickup. Licensee shall collect trash in the area following Market operations. Licensee shall cause the collected trash to be transported to the dumpster located at Chisenhall Fields. New trash bags should be placed in emptied trash receptacles before leaving the Premises at the conclusion of the operation of a single Market day.
- 7.0 Licensee will make any and all repairs to used space under this Agreement that may be necessary to repair or restore any damage caused by Licensee, its officers, agents, employees or invitees.
- 8.0 Licensee acknowledges that generators of any kind shall not be permitted. Electrical hookups are provided and available within the Premises and may be utilized as needed and approved by Licensor.
- 9.0 Licensee shall be allowed to host up to four (4) mobile food vendors per market. All food trucks/mobile food vendors shall have all appropriate food handling licenses and permitting as required by law. Failure to comply with any permitting requirements may

result in a particular vendor being banned from participating in future Market days at the Licensor's discretion.

10.0 Licensee shall be allowed to host food vendors to sample open or time/temperature controlled for safety (TCS) foods. These food vendors shall hold all appropriate licenses and permits as required by law. Failure to comply with any permitting requirements may result in a particular vendor being banned from participating in future Market days at the Licensor's discretion. All foods must be produced at a permitted food facility or comply with cottage food laws (ex: jams, jellies, honey, tamales, cheeses, etc.). This does not include uncut produce vendors or vendors selling non TCS foods that are packaged and not sampled (ex: jams, jellies, honey, etc. that are not sampled on site).

11.0 Licensee shall comply with all local, state, and federal regulations.

12.0 Licensee and any vendors shall only engage in retail sales of agricultural products and other items customarily found in a farmers' market for sale to the general public. For purposes of this section, the food trucks authorized above shall be considered an item customarily found in a farmers market for sale to the general public.

13.0 Licensor shall have the right to utilize booth space at their discretion for community outreach purposes. Examples include but are not limited to: volunteer recruitment, animal shelter adoptions, library card enrollment, etc. Requested booth space shall be coordinated with Licensee a minimum of one (1) week in advance.

14.0 Licensee shall be responsible for the set up and take down of street barricades positioned on S. Warren St. during market operations. Barricades shall not be erected on any street or alley by Licensee without written permission from Licensor.

15.0 Licensee shall ensure the compliance and abidance of vendors to the vendor rules and code of conduct as stated on www.burlesonfarmersmarket.com.