

THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT is dated for identification this 30th day of June, 2022 and amends that certain Use Agreement dated March 14, 2016, made by and between the Town of Los Gatos ("Town"), and California Farmers' Markets Association ("CFMA").

RECITALS

- A. Town and CFMA entered into a Use Agreement on March 14, 2016 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment. The original expiration date was December 31, 2018 and the terms included up to two additional three-year renewal periods.
B. Town and CFMA entered into a First Amendment to the Use Agreement on October 31, 2018 ("First Amendment"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.
C. Town and CFMA entered into a Second Amendment to the use Agreement on December 1, 2021 ("Second Amendment"), a copy of which is attached hereto and incorporated by reference as Attachment 3 to this Amendment.

THIRD AMENDMENT

- 1. Section 17 Insurance, section (a) Minimum Scope of Insurance, section (i) is amended to read: CFMA agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring the CFMA, its officers and employees to an amount not less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and CFMA have executed this Amendment.

Town of Los Gatos, by:

DocuSigned by: [Signature] 7/8/2022
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Laurel Prevetti, Town Manager

California Farmers' Markets Association, by:

DocuSigned by: [Signature]
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Doug Hayden, President

Approved as to Form:

DocuSigned by: [Signature]
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Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by: [Signature] 7/8/2022
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Shelley Neis, MMC, Town Clerk

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 1st day of December, 2021 and amends that certain Use Agreement dated March 14, 2016, made by and between the Town of Los Gatos ("Town"), and California Farmers' Markets Association ("CFMA").

RECITALS

- A. Town and CFMA entered into a Use Agreement on March 14, 2016 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment. The original expiration date was December 31, 2018 and the terms included up to two additional three-year renewal periods.
- B. Town and CFMA entered into a First Amendment to the Use Agreement on October 31, 2018 ("First Amendment"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.

SECOND AMENDMENT

1. Section 3 Use of Premises is amended to read: CFMA shall be allowed use of Montebello Way, the Montebello parking lot, and the stretch of Broadway between Montebello Way and S Santa Cruz Avenue for the weekly Los Gatos Farmers' Market.

In order to compensate for space lost to business parklet(s) on Montebello Way, CFMA shall also be allowed use of a portion of the stretch of wide sidewalk area along Plaza Park bordered by S Santa Cruz Avenue between Broadway and the start of red-painted curb. CFMA market stalls may be set up in the space between the edge of the curb and the edge of the tree well as shown in Attachment 3 to this Amendment. Vehicles associated with CFMA must be legally parked in the parallel parking spaces along S Santa Cruz Avenue in order to provide a buffer between street traffic and the market stalls on the sidewalk. The vehicles shall not block the bicycle lane. The CFMA market stalls shall not block the sidewalk right-of-way between the edge of the tree well and Plaza Park. If any unforeseen issues arise resulting from CFMA's use of this sidewalk area, the Town reserves the right to revoke CFMA's ability to use the area for market stalls.

The approved time and day of use shall be every Sunday from 9:00 a.m. to 1:00 p.m. in addition to reasonable set-up and take-down time, as approved by the Town Manager, unless a different time frame is agreed upon by both parties. All parking spaces in the designated use area on Montebello Way, Broadway, and S Santa Cruz Avenue will be reserved for CFMA use on Sundays between 6:00 a.m. and 1:00 p.m.

CFMA will employ the approved road closure traffic control plan as incorporated into the First Amendment to the Use Agreement.

Periodic use of Town Plaza Park is permissible with prior approval from the Town Manager.

Requests for use of Plaza Park should be in made in writing at least 14 days in advance and include a proposed site plan. Use of West Main Street requires a special event permit. By either Town Manager approval or the special event process, other downtown locations may be incorporated into the Market on a regular or periodic basis.

2. Section 5 Term of Agreement is amended to read: The original contract went into effect on March 21, 2016. The First Amendment exercised the first option to extend the original contract for an additional three years and the term expires on December 31, 2021. The Second Amendment exercises the second option to extend the original contract for an additional three years. Unless terminated sooner pursuant to Section 21 of this Agreement, this Agreement shall expire December 31, 2024.
3. Section 7 Business License is amended to read: CFMA is required to obtain one business license in lieu of Farmers' Market vendors paying individual business licenses. This business license fee shall be \$3,825.00 in addition to the Senate Bill 1186 state-mandated fee (currently \$4.00 per year) and an annual \$30.00 renewal processing fee. That total fee is inclusive of CFMA and their vendors. Therefore, vendors in the Farmers' Market who operate under CFMA will not be required to obtain a business license as long as CFMA has obtained theirs. This fee will increase annually equal to the percentage increase in the Town's Business License fee.
4. All other terms and conditions of the Agreement remain in full force and effect.


IN WITNESS WHEREOF, the Town and CFMA have executed this Amendment.

Town of Los Gatos, by:

California Farmers' Markets Association, by:

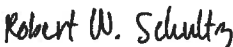
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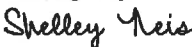
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 Laurel Prevetti, Town Manager

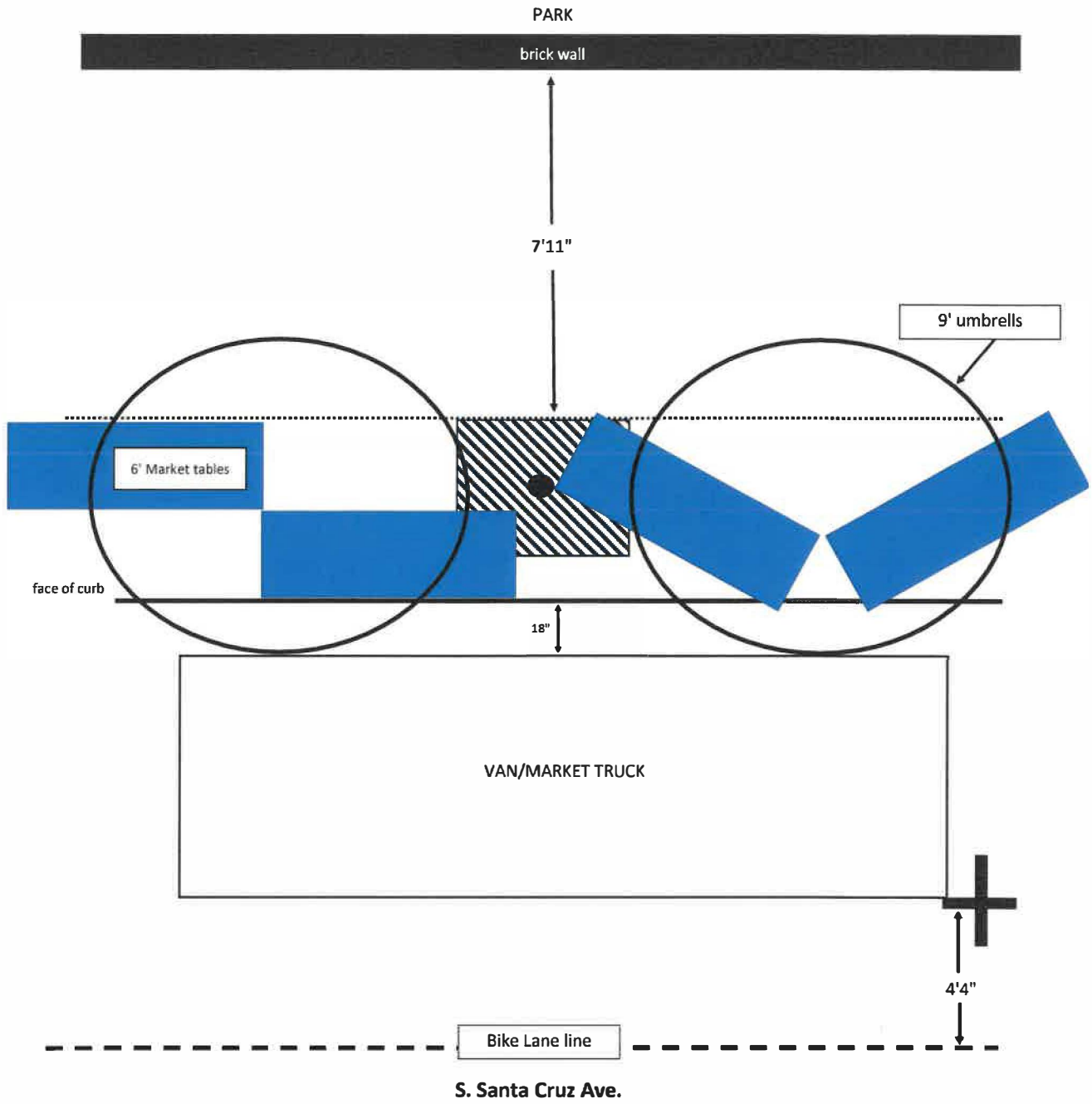
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 Doug Hayden, President

Approved as to Form:

Attest:

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 Robert Schultz, Town Attorney

DocuSigned by:

 12/7/2021
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 Shelley Neis, MMC, CPMC, Town Clerk



AGR 18.260

IHH _____

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT is dated for identification this 31st day of October, 2018 and amends that certain Use Agreement dated March 14, 2016, made by and between the Town of Los Gatos ("Town"), and California Farmers' Markets Association ("CFMA").

RECITALS

- A. Town and CFMA entered into a Use Agreement on March 14, 2016 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment. The Agreement expires December 31, 2018 and the term may be extended for up to two additional three-year periods.

FIRST AMENDMENT

1. Section 3 Use of Premises is amended to read: CFMA shall be allowed use of Montebello Way and the Montebello parking lot for the approved time and day of every Sunday from 9:00 a.m. to 1:00 p.m. In addition to reasonable set-up and take-down time, as approved by the Town Manager, unless a different time frame is agreed upon by both parties. Periodic use of Town Plaza is permissible with approval from the Town Manager. Use of West Main Street requires a special event permit.

CFMA will employ the road closure traffic control plan incorporated by reference as Attachment 2 to this Amendment.

The Town requests a calendar year annual schedule to be presented to the Town by January 1st of each year. By either Town Manager approval or the special event process, other downtown locations may be incorporated into the Market on a regular or periodic basis. CFMA may request changes to the Annual Schedule by written notification to the Town Manager, but shall endeavor to minimize changes to the schedule during each program year. All changes should be made in writing no less than 30 days prior to the effective date of the change. The Town Manager shall have sole authority to approve the Annual Schedule and any requested changes to the Annual Schedule.

2. Section 5 Term of Agreement is amended to read: The original contract went into effect on March 21, 2016. This First Amendment exercises the first option to extend the original contract for an additional three years. Unless terminated sooner pursuant to Section 21 of this Agreement, this Agreement shall expire December 31, 2021. The term of this Agreement may be extended for one additional three-year period pursuant to the terms of the original contract.
3. Section 7 Business License is amended to read: CFMA is required to obtain one business license in lieu of Farmers' Market vendors paying individual business licenses. This business license fee shall be \$3,825.00 in addition to the Senate Bill 1186 state-mandated fee (currently \$4.00 per year). That total fee is inclusive of CFMA and their vendors.

Therefore, vendors in the Farmers' Market who operate under CFMA will not be required to obtain a business license as long as CFMA has obtained theirs. This fee will increase annually equal to the percentage increase in the Town's Business License fee.

4. All other terms and conditions of the Agreement remain in full force and effect.


IN WITNESS WHEREOF, the Town and CFMA have executed this Amendment.

Town of Los Gatos, by:



Laurel Prevetti, Town Manager

California Farmers' Markets Association, by:



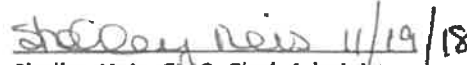
Doug Hayden, President

Approved as to Form:



Robert Schultz, Town Attorney

Attest:



Shelley Neis, CMC, Clerk Administrator

16.043

**USE AGREEMENT
BETWEEN THE TOWN OF LOS GATOS
AND
CALIFORNIA FARMERS' MARKETS ASSOCIATION**

This USE AGREEMENT is entered into this 14th day of March, 2016, by and between the **TOWN OF LOS GATOS**, State of California ("Town"), and **CALIFORNIA FARMERS' MARKETS ASSOCIATION** ("CFMA").

RECITALS

WHEREAS, California Farmers' Markets Association (CFMA) was established to host certified farmers' markets for the community, farmers, and producers; and

WHEREAS, CFMA is 501(C)(6) nonprofit and a mutual benefit corporation providing Certified Farmers' Markets for the Bay Area; and

WHEREAS, in order to provide a convenient and effective farmers' market in Los Gatos, CFMA desires weekly use of Montebello Way, Broadway, seasonally West Main Street, and occasionally Town Plaza which is owned and maintained by the Town of Los Gatos ("Town"); and

WHEREAS, the Town and CFMA each desire an agreement between them setting forth the specific terms and conditions under which CFMA may use specific locations, including days and hours of use, and the fees payable by CFMA for the exclusive use of the designated locations.

AGREEMENT

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Subject Premises.** The premises covered by this agreement are Montebello Way, Broadway, Montebello Parking Lot, West Main Street, and Town Plaza (collectively, the "Premises"). CFMA may request the use of additional premises, which shall be considered by the Town and authorized for use as more fully described in Section 4.
2. **Town Manager.** For the purpose of this agreement, the Town Manager shall mean the Town Manager or the Town Manager's designee.
3. **Use of Premises.** CFMA shall be allowed use of Montebello Way and the Montebello Parking lot for the approved time and day of every Sunday from 9:00 am-1:00 pm in addition to reasonable setup and take down time, as approved by the Town Manager. Moreover, the periodic use of West Main Street and Town Plaza is permissible with approval from the Town Manager. The Town requests a calendar year annual schedule and traffic control plan for use of West Main Street and Town Plaza to be presented to

the Town by January 1st of each year. By mutual agreement, other downtown locations may be incorporated into the Market on a regular or periodic basis.

CFMA may request changes to the Annual Schedule by written notification to the Town Manager, but shall endeavor to minimize changes to the schedule during the initial program year and each subsequent program year. All changes should be made in writing no less than 30 days prior to the effective date of the change. The Town Manager shall have sole authority to approve the Annual Schedule and any requested changes to the Annual Schedule.

4. Scope of Services. CFMA shall provide the following scope of services.
 - a. CFMA shall operate a weekly Farmer's Market located in downtown Los Gatos every Sunday, from 9:00 am to 1:00 pm, year round except for Christmas Day and Easter Sunday.
 - b. CFMA shall enforce a set of market rules and regulations to ensure quality of vendors and market operations.
 - c. CFMA shall provide adequate staffing at all times when the market is in operation, including at minimum a Market Manager.
 - d. CFMA shall provide temporary portable toilet facilities with hand wash stations sufficient to serve the public needs. The number of toilets and hand wash facilities, as well as the staging location and delivery and removal schedule shall be approved by the Town Manager.
 - e. CFMA shall maintain cleanliness and ensure that all market trash is taken from the site at the end of each market and shall be responsible for site preparation and clean-up including:
 - (1) Preventing specified Town's trash and recycling cans from being used during the Market with an approved method. This could include covering the cans or relining them post event.
 - (2) Providing trash, recycling, and compost cans throughout the Market.
 - (3) Pick up and disposal of trash from vendors and Market participants.
 - (4) Clean up and proper disposal of any liquids left by vendors.

Should CFMA fail to perform adequate cleanup or damage occurs to Town property, the Town will invoice CFMA at full recovery rates, plus overhead for cleanup and repair.

 - f. CFMA shall maintain all State and County permits required to operate a Certified Farmers' Market.
 - g. CFMA shall comply with fire and police department regulations.

- h. CFMA will be required to properly set up and take down all approved street closures and shall provide their own barricades and equipment for street closures.
 - i. CFMA shall use community oriented marketing strategies to promote business and develop relationships with downtown businesses.
 - j. CFMA shall maintain a high quality Farmers' Market by choosing appropriate vendors and continue search for specialty growers.
 - k. CFMA shall engage in community partnerships through CFMA's Merchant at the Market program.
 - l. CFMA shall identify opportunities for and support potential market expansion during peak season.
 - m. CFMA shall provide all operational and promotional activities with the exception of portable restrooms, musicians, balloon artists, puppeteers, or other entertainers.
5. Term of Agreement. This contract goes into effect on March 21, 2016. Unless terminated sooner pursuant to Section 21 of this Agreement, this Agreement shall expire on December 31, 2018. The term of this Agreement may be extended for up to two additional three year periods upon mutual written consent of the parties.
6. Annual Use Fee. Beginning January 1, 2016, and every year thereafter, CFMA shall pay the Town of Los Gatos an Annual Use Fee for the use of the Premises. The initial Annual Use Fee shall be \$1,375.00. The Annual Use Fee shall be considered full and fair compensation for use of the Premises for those days and times on the approved Annual Schedule. This fee will increase annually equal to the percentage increase in the Town's Business License fee.
7. Business License. CFMA is required to obtain one business license in lieu of Farmers' Market vendor's paying individual business licenses. This business license fee of \$3,826.00 is inclusive of CFMA and their vendors. Therefore, vendors in the Farmers' Market who operate under CFMA will not be required to obtain a business license as long as CFMA has obtained theirs. This fee will increase annually equal to the percentage increase in the Town's Business License fee.
8. Vendors. CFMA must retain all current vendors of the Los Gatos Farmers' Market, with the exception of vendors who do not comply with CFMA's policies and regulations. Removal of vendors for non-compliance shall be reviewed and approved by the Town Manager.
9. Facility Use Policies. CFMA shall comply, without limitation, to all applicable provisions of the Los Gatos Town Code, with special attention to the provisions of Chapter 19, Parks and Recreation. CFMA shall also comply with any park rules and regulations established by the Town Manager pursuant to Section 19.10.025(17) of the

Town Code, including those rules set forth in Exhibit A, Town of Los Gatos Park Rules and Regulations. Failure to comply with these policies may result in suspension and/or termination of this agreement.

13. Payment. CFMA shall make all payments, whether or not invoiced by the Town, required pursuant to this Agreement no later than January 1st of each year that such payments are due. Initial payment is due the first Friday prior to CFMA's first market operation, Friday, April 1st, 2016. All payments shall be mailed by first class mail or delivered in person at Town offices and addressed as follows:

Town of Los Gatos
Attn: Finance Department
P.O. Box 655
Los Gatos, California 95030

14. Assignment And Independent Contractor Requirements. The relationship of CFMA to the Town is that of an independent contractor. CFMA is responsible for the results of its services and compliance with the terms of this Agreement. CFMA has full rights to manage employees subject to the requirements of the law. All persons employed by CFMA in connection with this Agreement shall be employees, contractors, or volunteers of CFMA and not employees of the Town in any respect. CFMA shall be responsible for all employee benefits, including, but not limited to, statutory workers' compensation benefits.

None of the work or services to be performed hereunder shall be subcontracted to third parties without notice to the Town. All subcontractors are deemed to be contractors of CFMA, and CFMA agrees to be responsible for their performance and any liabilities attached to their actions or omissions.

This Agreement is based on the unique services of CFMA. This Agreement shall not be assigned or transferred without the written consent of the Town. No changes or variations of any kind are authorized without the written consent of the Town Manager. No changes of the Town's responsibilities to CFMA are authorized without the written consent of CFMA.

15. Personal Property. Personal property of CFMA shall be CFMA's sole responsibility to acquire, repair, replace and store. Any storage of personal property on the Premises shall require prior approval by the Town. CFMA shall remove all personal property at the expiration or termination of this Agreement, or sooner, as directed by the Town in its sole discretion. Any personal property not so removed with 5 days of notification by the Town shall become the sole property of Town with no compensation.
16. Temporary Signage. CFMA shall be permitted to install temporary event signage on the Premises upon approval of an application to the Town of Los Gatos Planning Department pursuant to the provisions of Section 29.10.120 (4) Event Signs of the Town Code.

CFMA shall be eligible for temporary event signage. All temporary event signage must include the CFMA logo of such size and placement that it is clear that the signage is for a program or activity sponsored by CFMA. The Town shall charge a single Temporary Signage fee for each year.

17. Insurance.

(a) Minimum Scope of Insurance:

- (i) CFMA agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring the CFMA, its officers and employees to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Insurance is to be placed with insurers with a current Best's rating of no less than B+.
- (ii) CFMA agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy insuring the CFMA, its officers and employees to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (iii) CFMA shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. CFMA shall provide all certificates and endorsements before term of Agreement begins.

(b) General Liability:

- (i) The Town, its officers, employees and volunteers are to be covered as additional insured as respects to liability arising out of activities occurring on or related to the occupancy and use of the Premises by the CFMA.
- (ii) The CFMA's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees or volunteers shall be excess of the CFMA's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- (iv) The CFMA's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) All Coverages. Each insurance policy required in this Section 17 shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or

in limits except after thirty (30) days' prior written notice by certified mail. return receipt requested, has been given to the Town. The CFMA shall ensure that current certification of such insurance is on file at all times with the Town Clerk during the term of this agreement.

- (d) **Workers' Compensation.** In addition to these policies, CFMA shall have and maintain Workers' Compensation insurance as required by California law. Further, CFMA shall ensure that all contractors employed on the Premises by the CFMA provide the required Workers' Compensation insurance for their respective employees.
 - (e) **Property Insurance.** Town shall have no obligation to maintain any insurance of the Premises or any personal property placed on the Premises. CFMA shall be solely responsible for obtaining whatever insurance coverage that the CFMA believes may be appropriate to protect and indemnify the CFMA for loss to the Premises or to any personal property that the CFMA may place on the Premises.
18. **Indemnification.** CFMA agrees to indemnify, hold harmless, and defend the Town, its officers, employees, volunteers, and agents, from and against any and all damages, claims or liability, penalties, costs or expenses in law or equity that may at any time arise from any loss, damage, or injury to persons or property occurring in or about the Premises that arises out of or incident to the CFMA's use of the Premises, including use by anyone that the CFMA has permitted or allowed to use the Premises. This obligation to indemnify, hold harmless, and defend applies whether or not the incident or claim or liability is or may be related to negligence on the part of the Town.
19. **Damage and Destruction.**
- (a) Damage or destruction of any portion of the Premises by any cause shall not terminate this Agreement or otherwise affect the respective obligations of the two parties, any present or future law to the contrary notwithstanding, except pursuant to the provisions of this Section 19.
 - (b) If because of destruction or damage, a portion of the Premises becomes unsuitable or inadequate for a use as specified in the Annual Schedule, the Town and CFMA shall meet and work cooperatively to identify an alternative location for the use. If the alternative location can be found on Town-owned property, then no modification of the Annual Use Fee shall be made. If no alternative location can be found, or if an alternative location is found that is not on Town-owned property, then CFMA shall be entitled to a prorated refund of the Annual Use Fee, calculated by determining the fee that would have been assessed for the displaced program or activity if it had been issued a Facility Use Fee Permit. Any such calculation will be based on the Town's approved schedule of Annual Fees and Charges in effect at the time of the program displacement.

- (c) Under no circumstances does the Town have any obligation to provide CFMA with an alternative property to conduct its operations, and CFMA is solely responsible for obtaining such insurance as the CFMA deems appropriate to protect its interests should damage or destruction to any of the Premises occur.
 - (d) CFMA shall be liable for any loss, damage or injury to the Premises as a result of the direct or indirect use of the Premises by CFMA under this agreement.
- 20. Compliance with Town Codes. CFMA shall comply with all provisions of the Town Code, including the provisions of Chapter 19 of the Code concerning Parks and Recreation.
- 21. Default Cure and Termination.
 - a) CFMA shall promptly terminate its use of the Premises at the expiration of this Agreement, leaving the Premises in the same condition it was received, in good order and repair, reasonable wear and tear and damage by the elements excepted. Any personal property not removed by the CFMA within thirty (30) days of the termination of this Agreement shall become the property of the Town and may be disposed of as the Town in its sole discretion deems advisable.
 - b) This Agreement shall continue in full force and effect unless prior to February 1st of any calendar year, either Party provides written notice to the other Party that it desires to terminate the Agreement for convenience and, upon such notice, the Agreement shall terminate on December 31st of the same calendar year.
 - c) If Town in its sole discretion determines that it requires the Premises for any public purpose, Town may terminate this Agreement upon sixty (60) days written notice. In the event of an emergency, Town may terminate this Agreement upon five (5) days written notice. "Emergency," for the purposes of this section, is defined as when the Town Council declares a State of Emergency. Upon termination of this Agreement in the event of an Emergency, Town and CFMA will work cooperatively to secure alternative facilities for CFMA programs.
 - d) CFMA shall be deemed to be in default of its obligations under this Agreement if the Town Manager determines that CFMA is providing services below the established minimum standard of service set forth in this Agreement. In this event, CFMA shall be notified in writing and provided the opportunity to cure the default by providing the Town with a plan for improvement of services required of CFMA by this Agreement provided hereunder within ten (10) business days of receipt of written notice of the Town's determination of a default. Said plan shall address each and every service issue referred to in the Town's notice, providing the method for improvement, an explanation, as necessary, for how the method will result in an improvement, and a schedule for the actions necessary to ensure the planned improvement of services. The Town shall review CFMA's plan for improvement and determine within ten (10) business days after receipt of the plan and at its sole

discretion whether the plan is satisfactory to cure the default. In the Event the plan is not deemed satisfactory, the Town may, at its sole discretion, suspend or cancel this Agreement without incurring any liability to CFMA.

e) CFMA waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179, and any other present and future law, in the event CFMA is evicted or Town otherwise lawfully takes possession of the Premises by reason of any default or breach of this Agreement by CFMA.

22. No Property Rights. Nothing in this Agreement is in any way intended to establish, convey, create or otherwise grant to CFMA any form of property rights in the Premises, nor shall such rights be established, conveyed, created or otherwise granted by CFMA's use of the Premises pursuant to this Agreement. CFMA hereby acknowledges that it currently has no property interest in the Premises or any improvements thereto or fixtures location thereon, and that any claim it may have to same is hereby and forever waived.

23. Notices. Any written correspondence or Notices given under this Agreement shall be addressed as follows:

To the CFMA:

Executive Director
California Farmers' Market Association
3000 Citrus Circle Suite 111
Walnut Creek, CA 94598

To the Town:

Director
Department of Parks and Public Works
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

Notices shall be delivered by first class, postage prepaid mail or in person. If mailed, a notice shall be deemed effective on the fifth day following deposit in the U.S. Mail.

24. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this License Agreement.

25. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between Town and CFMA. The CFMA proposal is included by reference. No terms, conditions, understanding or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF:

Town of Los Gatos, by:



Laurel Prevetti, Town Manager

California Farmers' Market Association, by:

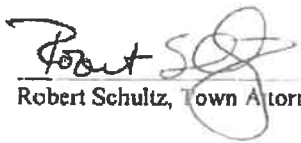


Signature

3/14/2016


Doug Hayden, President

Approved as to Form:



Robert Schultz, Town Attorney

Attest:



Shelly Neis, Town Clerk

Exhibit A

PARK RULES AND REGULATIONS
(Effective March 1, 2013)

All park users shall comply with the provisions of Chapter 19, Parks and Recreation of the Los Gatos Town Code, and the these Park Rules and Regulations established by the Director of Parks and Public Works pursuant to Section 19.10.025(17) of the Los Gatos Town Code

General

Hours: Parks and trails are open from official sunrise to one-half hour after sunset, unless posted otherwise.

Parking at Oak Meadow Park:	<u>Residents of Los Gatos</u>	FREE
	(all residents living in 95030 & 95032 zip codes)	
	<u>Non-Residents</u>	\$6.00 per vehicle
	(includes people living in 95033 zip code)	

Parking at all other Parks: Free

No Smoking

- Smoking is prohibited within any park or on any trail.

Food & Alcohol

- Beer and wine are allowed with a picnic meal but must not leave the picnic site.
- A Vehicle Escort Permit is required when a caterer delivers food to a picnic site.
- Barbecues are not allowed at Belgatos Park.

Decorations & Signs

- Decorations must not interfere with other picnic sites.
- Decorations must be cleaned up and removed before leaving the park.
- Directional signs may be posted in designated areas, but must be removed before leaving.
- No tacks, nails or staples on park signs, tables or trees.
- No confetti, Egg toss or piñatas are allowed.

Dogs

- A six (6) foot leash is required at all times and dogs must be kept under physical control.
- Pet owners are required to immediately clean-up after their pets.

Miscellaneous

- Portable BBQs (gas or charcoal) are allowed in picnic areas only.
- Portable radios are allowed.
- Loud music is not allowed at any hour.
- Volleyball and Badminton nets are allowed.
- Portable toilets are not allowed.
- Petting zoos and pony rides are not allowed.
- Water slides and "Slip-n-Slides" are not allowed.
- Organized sports activities are not allowed without a permit.
- No golfing within any park.
- No overnight camping allowed.
- No sale or vending or other commercial activity except by permit.

Clean-Up

- Facilities rented and used must be left in clean condition. A fee will be assessed to you for leaving the picnic area unclean or damaged.
- Applicant should provide means to clean up site, including extra trash bags.
- Pick-up and dispose of all trash and food waste materials at reserved park site.
- Remove cans, bottles, bags, decorations, balloons, food and debris from park site. Use trash cans.
- Allow fires in barbecue pits to burn out. Do not use water because it will damage the grill and pit.

Reservations

- Prior to selecting and reserving any picnic area or bandstand/gazebo, we recommend that the applicant visit the park facility in advance or view [Parks & Trails Map](#) to obtain details of each of Town's parks and trails, including maps and driving directions. A [Park and Trails Map](#) is available online and at Town offices.
- The Parks and Public Works Department staff will finalize your reservation request once you have completed the [on-line reservation](#) process and payment by credit card in full is received. Checks will no longer be accepted. A reservation fee will be charged for each site you reserve. If you reserve two or more sites, a fee will be assessed for each site, as applicable. Park reservations do not include parking. Please view the [Fee Schedule](#) for current charges.
- Requests to reserve a picnic area should not be submitted with less than 48 hours of advance notice prior to the requested reservation date. All reservation requests must be completed through the on-line reservation process. Reservations by phone will not be accepted.
- All information collected is only for the use of the Town of Los Gatos Parks and Public Works Department for park reservations and will not be sold or shared with

outside vendors. Also be assured that all data you send as part of this reservation process is through a secure server and the data is encrypted for transmission. We do not keep any of your credit card information on our system.

Permits

- Special Use Permits are required for the following:
 1. Use of a group area for 25 people or more.
 2. Use of a jump house at any park in Los Gatos.
 3. Use of a vehicle escort at any park.
 4. Use of Bocce ball Courts at Oak Meadow Park.
 5. Use of Gazebo/Bandstand at Oak Meadow Park.
 6. For any organized recreational activities, such as formal classes or other similar activities.
- The permittee, under Town Municipal Code, Section 19.30.025, shall be bound by all park rules and regulations, and all applicable ordinances. The person to whom such permit is issued shall be liable for any loss, damage or injury sustained by the Town or by any person whomsoever by reason of the negligence of the person to whom such permit shall have been issued.
- Special Use Permit is approved by the Parks & Public Works Department upon review of reservation request and payment of applicable deposit.
- Use of a disc jockey (DJ) at the Gazebo/Bandstand at Oak Meadow Park is allowed only after receiving a Special Events Permit from the Los Gatos-Monte Sereno Police Department. The Police Department number is (408) 354-8600.
- An insurance certificate in the amount of \$1 million, naming the Town of Los Gatos, its Council members, Boards, Commissions, employees and agents as additionally insured is required for groups of over 100 people (reservations for events such as weddings, reunions and company picnics).
- Permits cannot be transferred, assigned or sublet.

Jump Houses

- Use of a jump house requires a Special Use Permit. At Oak Meadow Park, a Special Use Permit for jump houses can be requested only if the associated picnic area is reserved concurrently.
- Jump houses can be rented only from companies that have provided proof of liability insurance naming the Town of Los Gatos as the additional insured. The following companies have registered with the Clerk's Office and have provided the required certificate:

Astro Events & Jump	(800) 300-0922
Bali Baly Jump	(408) 226-2706
Jump For Fun	(800) 281-6792
Bay Area Jump	(800) 514-5867
Jump For Joy	(800) 418-5867

- Any jump house company not listed above must provide insurance to the Town of Los Gatos Clerk's Office for consideration. A permit will not be issued to an applicant without providing proof of insurance from the vendor

- Jump houses must be hand carried in to the park and placed in the area specified by the Parks Service Officer.
- No electricity is provided at the park for jump houses.
- Jump houses with combined features such as a jumper and a slide and/or obstacle course, and features containing water are not allowed.
- Personally owned jump houses are not allowed.
- Jump house fees for residents are \$95. Non-resident fees are \$125.
- A Jump House Permit does not include Picnic Area Use Permit. Each must be obtained separately.

Vehicle Escort

Individuals renting a park facility can request a staff vehicle escort to assist with the transport of supplies to/from a designated picnic area. Reservations must be made five (5) business days in advance of the event date for this service.

- No vehicles are allowed beyond designated public parking lots. If an individual would like to drop off supplies or equipment beyond these areas in a vehicle, a vehicle escort is required.
- Vehicle escorts conducted by a Park Service Officer must be scheduled in advance.
- Vehicle escorts are not available for Picnic Areas 1, 2, & 7 at Oak Meadow Park.



10/29/2018

FARMERS MARKET ROAD CLOSURE TRAFFIC CONTROL



Traffic Cones:
Orange 28"
Traffic Cone
with Reflective
Collars

Install a no right-turn sign on A frame



Install 8 traffic cones and one "road closed" sign on A frame



Install 6 traffic cones



BROADWAY

Install 6 traffic cones, 3 for each driveway



SANTA CRUZ

MONTEBELLO

FARMERS MARKET

MAIN ST

UNIVERSITY

Install 2 no left-turn signs on A frame and 2 traffic cones



Attachment 2