

**PROFESSIONAL SERVICES AGREEMENT FOR EVENT COORDINATION SERVICES:
2021 MERIDIAN MAIN STREET MARKET**

This PROFESSIONAL SERVICES AGREEMENT FOR EVENT COORDINATION SERVICES: 2021 MERIDIAN MAIN STREET MARKET ("Agreement") is made this ____ day of January, 2021 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, ("City") and Eventageous Idaho, LLC, a limited liability company organized under the laws of the State of Idaho ("Promoter").

WHEREAS, City and Promoter seek to present a weekly farmers' market in downtown Meridian, to be promoted as the Meridian Main Street Market ("Market"), in order to advance the parties' mutual interests in enhancing the Meridian community's quality of life; enriching the character of downtown Meridian; promoting healthy eating and locally grown produce; and providing opportunities for community members to produce and sell fruits, vegetables, and other agricultural or hand-crafted products;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

I. SCOPE OF SERVICES.

A. Market event planning and presentation. Promoter shall plan and present the Market each Saturday between April 1, 2021 and October 16, 2021, in accordance with the specifications set forth herein. Promoter shall be responsible for all contractual arrangements and obligations, financial or otherwise, related to the Market and/or the services provided hereunder, and shall plan for all logistics and provide all features of the Market, which shall include, but need not be limited to: market vendors, educational displays, musical performers or music deejay, sound system, food trucks and/or food and beverage vendors, event security, crowd management, traffic control, first aid stations, and signs.

B. Market specifications. The Market shall comply in all respects with each and all of the following specifications.

1. The Market shall be presented in and around Meridian City Hall Plaza, 33 E. Broadway Avenue, in Meridian, Idaho, on all Saturdays between April 1, 2021 and October 16, 2021.
2. The Market shall include at least twenty-five (25) vendors per week, selling a variety of products grown, made, or otherwise produced by such vendors, including, for example, fruit, vegetables, herbs, baked goods, and crafts. Promoter may charge vendors a registration fee to participate in the Market, at Promoter's discretion.
3. In addition to vendors, the Market may feature:
 - a. Educational displays regarding gardening or agriculture, for example, composting, soil preparation, etc.;
 - b. Cooking or food demonstrations;

- c. Community Garden representatives offering youth the opportunity to sign up for garden plots;
 - d. Food trucks; and
 - e. Music, live performance or deejay.
4. The Market and all components thereof shall comply in all respects with all conditions of the applicable City of Meridian Temporary Use Permit, other applicable permits and permitting requirements, Meridian City Code, and state and federal law.
 5. All music played at the Market, whether live performance or recorded, shall contain such material, and shall be performed or played in such a manner, as shall be appropriate for all ages, values, and sensibilities. Music shall not include language, attire, and/or behavior that is profane, sexual, violent, or discriminatory in nature.
 6. Promoter, or Promoter's employee or agent, shall be on site at the Market from set-up through tear-down each week, to supervise and to ensure that use of City facilities, amenities, infrastructure, and/or vegetation is appropriate and reasonable.
 7. The Market shall be open to the public at no cost; Promoter may not collect admission fees for the Market or any component thereof.
 8. Promoter shall be responsible for obtaining, at Promoter's sole expense, or requiring vendors to obtain, at their expense, all necessary permits for the Market as required by any agency other than the City of Meridian or the Ada County Highway District, except that if Promoter chooses to allow alcohol sales at the Market, each alcohol seller must obtain a Liquor Catering Permit through the Meridian City Clerk's Office. Other necessary permits may include, but shall not be limited to, permits from the Central District Health Department, Idaho State Department of Agriculture, and Idaho Tax Commission.
 9. Promoter shall require vendors using City equipment to protect such equipment from damage as much as practicable, including a requirement that vendors using City tables cover them with tablecloths.

C. Insurance. Promoter shall obtain, and shall maintain throughout the term of this Agreement, insurance as set forth below. Proof of such insurance shall be provided to City by 5:00 p.m. on April 1, 2021, evidenced by a certificate of insurance issued by an insurance company licensed to do business in the State of Idaho and containing a thirty-day notice of cancellation endorsement. In the event of cancellation or restriction by the insurance company of the insurance policy, Promoter shall notify City in writing within three (3) business days. City has the right to suspend portions of this Agreement in the City's sole discretion if Promoter's insurance is revoked, cancelled, expires or Promoter is otherwise without insurance coverage as set forth below. Promoter shall maintain the following insurance coverage:

1. Comprehensive general liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for property damage and bodily injury or death, naming the City of Meridian as an additional insured. In the event a unilateral cancellation

or restriction by the insurance company of the insurance policy referred to in this paragraph, Promoter shall notify City in writing within three (3) business days. City has the right to suspend portions of this Agreement in the City's sole discretion if Promoter's general liability insurance is revoked, cancelled, expires or Promoter is otherwise without general liability insurance.

2. Workers' compensation insurance on any and all persons in Promoter's employ, where and in the minimum amount(s) as required by Idaho law.

D. Equipment/event rentals. Except as otherwise specifically stated herein, Promoter shall be responsible for obtaining or renting, at Promoter's sole expense, all necessary or desired equipment for the Market (*e.g.*, sound system, temporary restrooms, hand washing stations, etc.).

E. Sponsorship. Promoter may sell sponsorships of Market, and may retain all proceeds collected from such sponsorships. Promoter may not engage any sponsor which promotes or endorses any of the following content:

1. Content that is deemed in violation of any applicable City policy;
2. Profane, obscene, indecent, violent, or pornographic content and/or language;
3. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or national origin;
4. Defamatory or personal attacks;
5. Threats to any person or organization;
6. Content that promotes, fosters or perpetuates conduct in violation of any federal, state or local law;
7. Content that encourages or incites illegal activity;
8. Information that may compromise the safety or security of the public or public systems;
9. Content that violates a known legal ownership interest, such as a copyright, of any party; or
10. Any content that contains or perpetuates a message that the City deems to be inappropriate or not in the best interest of the City of Meridian.

If the City becomes aware that any engaged or potential sponsor of the Market promotes or endorses such content, the City may terminate this Agreement, restrict or remove any content that is deemed in violation of this policy or any applicable law, and/or cancel the sponsored feature.

F. Promotion. Promoter shall be responsible for any and all efforts to promote the Market via broadcast, print, and online promotion, and/or local media and event calendars. Promoter may, at Promoter's sole expense, purchase commercial advertising of the Market. Whenever feasible, Promoter shall include the Meridian Main Street Market logo on all print, online, digital, and social media materials. City shall provide to Promoter, upon request, a digital copy of the logo.

II. CITY'S RESPONSIBILITIES.

A. City permitting and reservations. City shall, on behalf of Promotor, obtain a City of Meridian Temporary Use Permit for the Market, and shall reserve and make available for the

Market Meridian City Hall Plaza and front parking lot. City shall, upon Promoter's request, reserve meeting space at Meridian City Hall for workshops and orientation meetings.

- B. ACHD permitting and traffic control signage.** If applicable, City shall, on behalf of Promoter, obtain an ACHD Special Event Permit for the Market, and shall provide all required traffic control signage. Promoter shall be responsible for compliance with any and all terms of the ACHD Special Event Permit, including setting up the traffic control signage before each Market in compliance with the approved ACHD Special Event Permit and for taking down the signage after each Market has concluded.
- C. Promotion.** City shall promote the Market via City communication outlets, including the City newsletter, City website, and Meridian Parks & Recreation Department Activity Guide.
- D. Canopies and tables; load out.** City shall provide for Promoter's use for Market vendors, up to twenty-one (21) canopies with dimensions of approximately ten feet by ten feet (10' x 10'), twenty-three (21) sets of canopy weights, and up to twenty-three (20) eight-foot (8') tables. This equipment will be stored in a locked trailer which the City will deliver to the City Hall Plaza the Friday prior to each Market. City shall provide the code to Promoter to access the trailer. Promoter shall be responsible for setting up and configuring all tables and canopies.
- E. Meridian Parks & Recreation Department staff.** City shall schedule one (1) Meridian Parks & Recreation Department staff member to provide janitorial services, garbage removal, and set out extra trash cans before each market. Promoter shall be responsible for reasonable janitorial service and garbage removal during each market. Meridian Parks & Recreation on-call staff will respond, though, to calls for services above and beyond what Promoter can provide themselves. The selection of staff for this purpose shall be in City's sole discretion.
- F. Primary Source of Contact for City.** City shall provide Promoter the name, e-mail address, and telephone number of specific City personnel who shall serve as City's primary contacts between City and Promoter for all day-to-day matters regarding City's and Promoter's responsibilities under this Agreement (hereinafter "City Contact"). City may establish one City Contact for Market event planning and presentation, and another City Contact for Market operations.

III. TERMS AND CONDITIONS

- A. Public place.** Promoter acknowledges that Meridian City Hall and Meridian City Hall Plaza are public places, and that all members of the public shall be invited to attend the Market. The public must have general access to the Plaza at all times, so long as such access does not unduly interfere with the use of the Plaza for the Market.
- B. Vehicles.** Driving or parking vehicles on non-designated driving or parking surfaces shall be prohibited, with the limited exception of vehicles driven short distances on non-designated driving surfaces for the purpose of transporting, loading, or unloading equipment and supplies during set-up or tear-down. Vehicles may not be driven on turf or landscape areas, unless at the direction of Meridian Parks & Recreation Department staff.

- C. No financial obligation.** The parties agree that, other than as specifically set forth herein, City shall have no obligation to contribute personnel or funding to the planning or production of the Market, and shall have no obligations other than those specifically set forth in this Agreement.
- D. Cancellation.** City Contact may, in his or her sole discretion, elect to cancel one or more weekly markets comprising the Market, with no notice to Promoter, where cancellation is in the best interest of City or the public health, safety, or welfare, due to weather, act of God, unforeseen facility closure, or other reason. City shall neither assume nor incur any liability in the event of cancellation. For purposes of this agreement, an Act of God shall include, but not be limited to: fire, storm, flooding, disease, national or local emergency, natural or human-caused disaster, or any other emergency or hazard under which it is illegal, impractical, or unsafe for the market to proceed as scheduled.
- E. Term.** This Agreement shall become effective as of the Effective Date upon execution by both parties, and shall expire on October 17, 2021, unless earlier terminated or extended in the manner as set forth in this Agreement.
- F. Time of the essence.** Promoter acknowledges that services provided under this Agreement shall be performed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
- G. Notice.** Communication between Promoter and the City Contact(s) regarding day-to-day matters shall occur via e-mail or telephone. All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, or via e-mail, addressed as follows:
- | | |
|-----------------------|------------------------|
| City: | Promoter: |
| City Clerk | CheRee L. Eveland |
| City of Meridian | Eventageous Idaho, LLC |
| 33 E. Broadway Avenue | 573 W. Idaho Avenue |
| Meridian, Idaho 83642 | Meridian ID 83642 |
- H. City policy applies.** Promoter shall comply with all City policies and codes applicable to use of City property and facilities, including, but not limited to, policies of the Meridian Parks and Recreation Department.
- I. Photography and recording.** City shall be authorized to photograph, record, video tape, reproduce, transmit, or disseminate, in or from Meridian City Hall or Meridian City Hall Plaza, the activities described herein for educational, promotional, and public information purposes. City shall not be responsible for the actions of persons who are not under its employment or control.
- J. Subcontracting or assignment of obligations.** Promoter shall not subcontract or assign any of its obligations or rights under this Agreement related to or that may relate to Promoter's

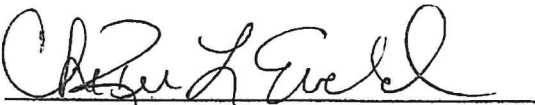
professional event planning expertise. Promoter may subcontract or assign obligations that do not require such expertise, including, but not limited to, such obligations as transport and set-up of equipment. Any subcontractor or assignee shall be bound by all the terms and conditions of this Agreement.

- K. Termination.** Either party may terminate this Agreement in whole, or in part, when either or both parties agree that the continuation of the project is not in the parties' best interest, by providing thirty (30) days' written notice of termination.
- L. Non-waiver of breach.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.
- M. Indemnification.** Promoter shall, and hereby does, indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Promoter, its assistants, servants, agents, employees, guests, and/or business invitees, in connection with this Agreement or activities related thereto. Promoter acknowledges that provision of the services described hereunder presents risks, some of which are unknown, and do agree to assume all such known or unknown risks.
- N. Waiver.** Except as to rights held under the terms of this Agreement, Promoter shall, and hereby does, waive any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident the performance of this Agreement, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees.
- O. Relationship of Parties.** Promoter is an independent contractor and is not an employee, agent, joint venturer, or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Promoter and City or any official, agent, or employee of City. Specifically, without limitation, Promoter understands, acknowledges, and agrees:
1. Except as otherwise set forth herein, Promoter is free from actual and potential control by City in the provision of services under this Agreement.
 2. Promoter is engaged in an independently established trade, occupation, profession, or business.
 3. Promoter has the authority to hire subordinates.
 4. Promoter owns and/or will provide all major items of equipment necessary to perform services under this Agreement.
 5. Neither Promoter nor City shall be liable to the other for a peremptory termination of the business relationship described under this Agreement.
- P. Compliance with law.** Throughout the course of this Agreement, Promoter shall comply with any and all applicable federal, state, and local laws, including, but not limited to, orders of the Governor, Mayor, or public health authority.

- Q. Non-Discrimination.** Throughout the course of this Agreement, Promoter shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation or any physical, mental, or sensory handicap.
- R. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
- S. Costs and attorneys' fees.** If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- T. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- U. Cumulative rights and remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- V. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- W. City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

EVENTAGEOUS IDAHO, LLC:



CheRee L. Eveland
Manager

CITY OF MERIDIAN:

BY: _____ Attest: _____
Robert E. Simison, Mayor Chris Johnson, City Clerk