

Agreement No. A25-1970-6

LICENSE AGREEMENT FARMERS' MARKET 2025

THIS AGREEMENT is entered into on April 16, 2025, between the CITY OF SANDPOINT, Bonner County, Idaho, an Idaho municipal corporation, 1123 Lake Street, Sandpoint, ID 83864 ("CITY"), and FARMERS' MARKET AT SANDPOINT, INC., an association, in care of Kristina Bauer, President, at P.O. Box 1234, Sandpoint, ID 83864 ("LICENSEE"), known collectively as "the Parties".

RECITALS

A. CITY owns a parcel of real property located in Sandpoint, Bonner County, Idaho, bordered by Main Street on the north, Third Avenue on the east, Oak Street on the south and Fourth Avenue on the west, commonly known as Farmin Park ("the Park"), and a parcel of property on Main Street at Third Avenue commonly known as Jeff Jones Town Square ("the Square").

B. LICENSEE has requested a license to use the Park, the Square and a section of Oak Street from Fourth Avenue to the ingress for Umpqua Bank ("Oak Street Section"), as designated on the attached map, see Attachment "A", for the purpose of holding a Farmers' Market to provide a sales venue for locally grown products and hand-crafted products as defined in this Agreement.

C. CITY has agreed to authorize such use pursuant to certain terms and conditions, and the Parties have agreed to set forth such terms and conditions in this license.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained herein and for value received, the Parties agree as follows:

1. LICENSE GRANTED:

CITY hereby grants to LICENSEE a license to occupy and use, subject to all of the terms and conditions hereinafter stated, the Park, the Square, and Oak Street Section. Sandpoint City Code 3-11-4-B-4 specifically exempts vendors participating in the Farmers' Market from the fee associated with CITY's Business and Occupation Registration or License. However, LICENSEE shall be required to obtain the same required information from every participating vendor.

2. USE OF PARK, THE SQUARE, AND THE OAK STREET SECTION:

The Park may be occupied and used by LICENSEE solely for a farmers' market. LICENSEE shall be limited to the sale of locally grown and produced products. No live animals, restricted home-canned products, nor will any other products restricted by the regulations of the State of Idaho, Department of Health and Welfare, through Panhandle Health District 1, be sold. LICENSEE shall not include commercial, imported, or second-hand items, or tobacco, firearms, alcohol, illegal substances or items associated with the use of illegal substances. Unless stated otherwise, such occupation and use of the Park shall be on Saturday mornings between 7:30 A.M. and 2:00 P.M. and on Wednesday evenings between 1:00 P.M. and 6:30 P.M., including a set-up and take-down time, between and including the dates of May 3, 2025 and October 18, 2025. For special events, closing hours may be extended to 4:00 p.m. The Jeff Jones Town Square may not be used during a Special Event as determined by CITY. CITY will provide exact date(s), as/if

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applicable, to LICENSEE. The CITY Special Events coordinator may authorize extended hours upon request by the Farmer's Market for Special Events.

3. SALE OF MEAT:

Pursuant to Panhandle Health District ("PHD") policy, frozen and/or cooked meats being sold must adhere to all Panhandle Health District regulations, requirements, and policies. It is recognized that there is only one electrical power source at Farmin Park. Meat cooked on site shall be strictly governed and regulated by Panhandle Health District.

4. CONSIDERATION:

As per Sandpoint City Code 7-5-5, consideration for the use of Farmin Park as identified in Attachment "A", shall be a donation of ten percent (10%) of LICENSEE's booth fees collected by LICENSEE and paid to CITY with said funds to be placed in the Parks Improvement Fund and utilized towards capital improvement projects. Consideration for the use of the Jeff Jones Town Square and the Oak Street Section as identified in Attachment "A" shall be a donation of ten percent (10%) of the vendors' booth fees collected by LICENSEE and paid to CITY, with said funds to be placed in the General Fund and utilized towards offsetting the cost of maintenance and operations of the Square and the Oak Street Section. For record keeping purposes, LICENSEE will provide a full and separate accounting for the Park, the Square and Oak Street Section locations, with separate donation payments made for Farmin Park and Jeff Jones Town Square, which will include the Oak Street Section. LICENSEE shall remit separate accounting and payments to the CITY by November 14, 2025.

5. LOCATION OF BOOTHS:

LICENSEE is further authorized to locate temporary display booths at locations designated by CITY'S authorized designee for purposes of display, advertisement and sales. Booths shall be erected, and all display and sales activities of LICENSEE shall be conducted, in a manner to minimize any damage to the Park. Booths at the Park shall be permitted, without limitation of number, in the areas colored green on the attached map. Furthermore, LICENSEE agrees to maintain ingress / egress openings from the center of the Park to the street proper for each ingress / egress pathway, as designated on the attached map. Any booths that might be added inside the Park perimeter shall run parallel to the booth line on the interior of the Park sidewalks, with a minimum of 20 feet of space between in order to create an adequate walkway. It is also agreed that all sidewalks will be kept clear of any structure or impediment. Special consideration and effort will be taken by LICENSEE to minimize turf impact and wear in Farmin Park. Additionally, access to Umpqua Bank via the ingress from Oak Street shall not be impeded. Without limiting the foregoing, there shall be no vehicles allowed on, or parked on, any grass-covered area. Mobile vendors must have a current CITY business license and tax ID and are allowed to park on Oak Street as part of the event designated on the attached map. A clear path of at least 5' shall be maintained for access to and egress from the public restrooms. LICENSEE shall determine location of booths. LICENSEE shall be responsible for permitting and any associated cost for street or parking lot closure. LICENSEE shall also be responsible for storage, set up, and take down of temporary signage and barricades. Street closure and parking signage shall meet the Manual On Traffic Control Devices and placement of signs shall be approved by CITY. Permanent signage shall notify the public that Oak Street parking will be prohibited during market hours. In addition to the permanent No Parking signage, Street Closure signage shall provide the public with enough advance notice of closures and detours. All tents, canopies, enclosures, shelters and other membrane structures shall comply with the International Fire Code Chapter 31. A Traffic Control Plan/Map is included in Attachment B. A Loading and Parking Plan is in Attachment E.

6. MAINTENANCE:

LICENSEE shall clean the Park, the Square, and the Oak Street Section during and immediately following each Farmers' Market. At the conclusion of the termination of this Agreement, LICENSEE agrees to make necessary repairs to the turf at Farmin Park caused solely by LICENSEE as agreed upon by the City of Sandpoint authorized designee and Farmers' Market at Sandpoint. Any and all repairs required will be in addition to, and not a part of, donation payments discussed in Section 4 ("Consideration") of this Agreement.

7. DAMAGE LIABILITY:

LICENSEE shall be liable for any damage caused to the Park, its grounds, structures, and flora and/or to the Square, its grounds, furniture, lights and flora, and/or Oak Street during each exercise of LICENSEE's rights pursuant to this License.

8. INSURANCE:

LICENSEE, at its own expense shall be responsible for obtaining and maintaining insurance acceptable to CITY insurance agent, which will pay on behalf of LICENSEE and its vendors to CITY a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in its aggregate for bodily or personal injury, death, or property damage or loss as a result of any one occurrence or accident, regardless of the number of persons injured or the number of claimants. LICENSEE's insurance policy shall provide for not less than thirty (30) days prior written notice to CITY of any modification or cancellation of such policy. LICENSEE's insurance policy shall name CITY as an additional insured. Proof of certificate naming the City as additional insured shall be provided to the Special Event Coordinator for keeping with lease file, at least 15 days prior to occupancy.

9. ASSIGNMENT:

This License is personal to LICENSEE and shall not inure to its successors or assigns.

10. INDEMNIFICATION:

The LICENSEE and its vendors shall indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by the LICENSEE or its vendors' wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

11. RIGHT OF INSPECTION:

CITY shall have the right to reasonably inspect the Park, the Square, or the Oak Street Section during the occupation of the same by LICENSEE in order to determine if LICENSEE is complying with all the terms and conditions of this Agreement. CITY shall give LICENSEE written notice of each non-complying act or omission by delivering the same to the Market Master or, if the Market Master is not present, by posting the same in a conspicuous location at the corner of Oak Street and Third Avenue, and, in the event such non-compliance shall not be cured within the time required in the notice, this License shall terminate. In the event of such termination, CITY shall have the right to re-enter the Park, the Square, or the Oak Street Section, and take possession thereof, at the expense of LICENSEE. Time is of the essence of this Agreement, but any waiver of the right to notify of non-compliance under this paragraph shall be an

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indulgence by CITY only and shall not, in any event, be a waiver of the right of CITY to require strict compliance with this License at any subsequent time.

12. TERMINATION:

Upon termination of this License, LICENSEE, at its own expense, shall peaceably surrender the Park, the Square, and the Oak Street Section to CITY in the same condition as the Park, the Square, and the Oak Street Section were at the commencement of this License, reasonable wear expected.

13. NON-DISCRIMINATION:

LICENSEE, in the conducting of its activities pursuant to this License, shall not discriminate against any person because of race, sex, religion, age, color, ancestry or national origin, sexual orientation, or gender identity/expression, by refusing to furnish such person accommodation, facility, privilege or opportunity offered to members of the general public.

14. COMPLIANCE WITH LAW/VENUE:

The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

15. ATTORNEY FEES:

Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

16. CONTRACT DOCUMENTS:

The contract documents consist of the documents enumerated below and all modifications and change orders issued thereto. These form a contract and all are as fully a part of the contract as if attached to this Contract or repeated herein. In the event of any inconsistency between the Contract Documents as listed below, the order of precedence is the order listed below:

1. Contract modifications and change orders; and
2. This Agreement with Attachments
3. Attachment G, Special Event Application form as submitted by Farmers' Market at Sandpoint, dated 02/28/2025.


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IN WITNESS WHEREOF, the Parties have subscribed their names the date and year below written.

CITY OF SANDPOINT

FARMERS' MARKET AT SANDPOINT

BY: _____
Jeremy Grimm, Mayor

BY:  _____
Kristina Bauer, Market Manager

DATE: _____

3/26/2025
DATE: _____

ATTEST:

Melissa Ward, City Clerk

DESIGNATED REPRESENTATIVE FOR FARMERS MARKET

NAME: Kristina Bauer EMAIL: kristina@untamedalchemy.com

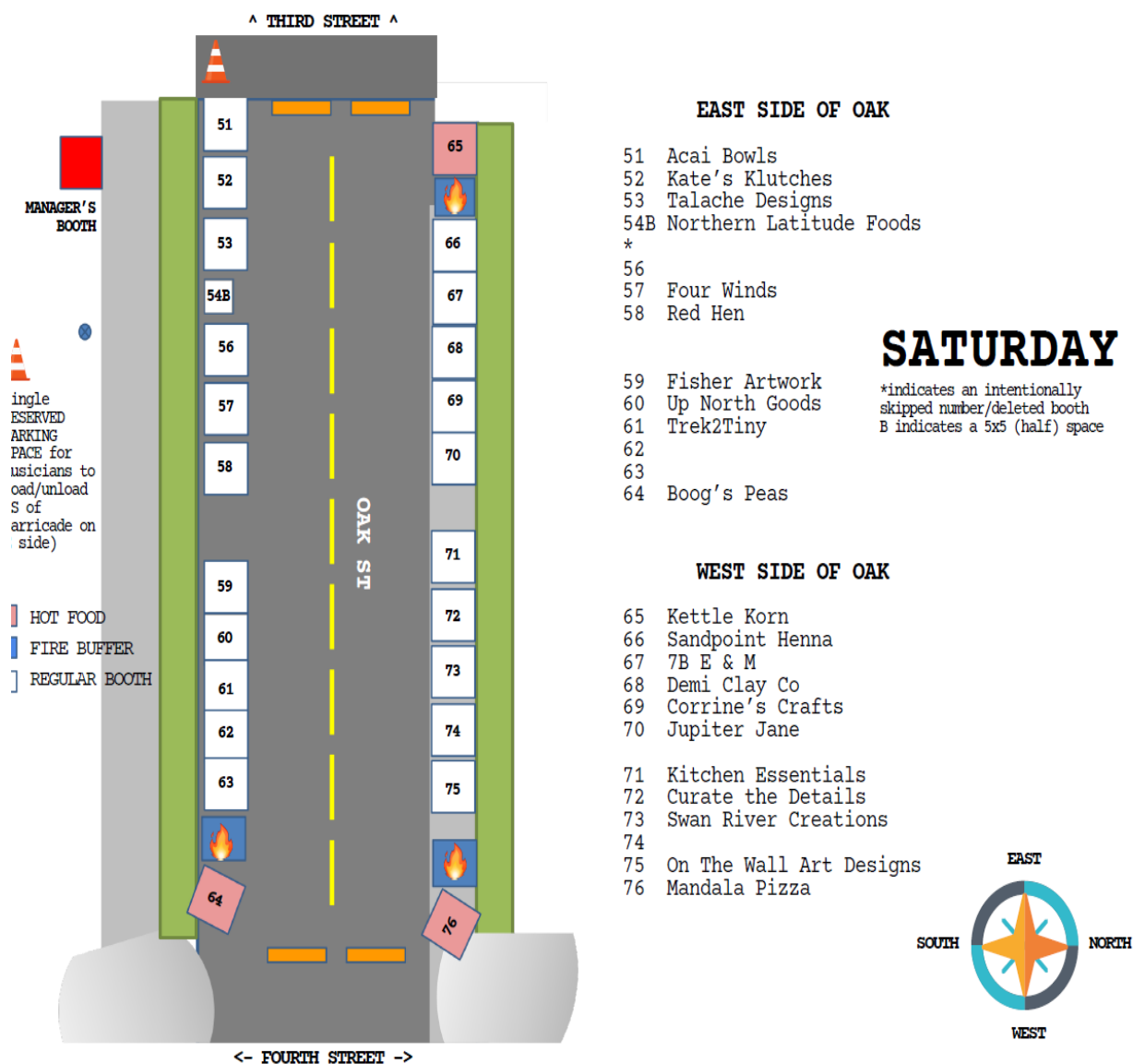
MAILING ADDRESS: 88 Herrmann Lake Rd, Sagle, ID 83864

PHONE: (208)304-6054

Attachment A

Map/Vendors– Farmers’ Market at Sandpoint

Licensee shall furnish monthly updated copies of Vendor maps throughout the term of the Agreement. If the Vendor maps has no changes, an updated copy does not need to be submitted.



Attachment A
Continued



Wednesday Map

1	
2	
3	Four Winds Creations
4	New Flower Herb Farm
5	Shingle Mill Blueberries
22	Flourish Sourdough
6	Bill's Garden
7	Red Wheelbarrow Farm
8	Red Wheelbarrow Farm
9	
10	Tender Earth Sourdough
11	Cloud 11 Farm
12	Cloud 11 Farm
14	Shasta Kay



Attachment B

Traffic Control Plan – Road Closure Plan – Signage Plan for Farmers’ Market at Sandpoint

Road Closure and Signage Plan ROAD CLOSURE PLAN: Road closure barricades to be placed on Oak Street on Saturday mornings at 7:00 am until 2:30 pm and 1:00 pm until 6:30 pm on Wednesdays beginning May 03, 2025 and ending October 18, 2025. LICENSEE shall supply barricades and will be responsible for moving barricades to allow for vendor unloading at the intersection of Oak and 4th Streets. LICENSEE shall be responsible for moving barricades at the intersection of Oak and 3rd Streets. LICENSEE shall ensure drivers are alerted of the road closures and provide directions as requested or needed. Locations of the barricades and road closure signs are indicated in the attached traffic control plan.

SIGNAGE PLAN: LICENSEE shall be responsible to place three (3) directional sandwich style board signs at the following locations prior to Market opening and will remove said signs at the close of each Market:

1. Corner of Cedar and 4th Streets
2. Corner of Oak and 5th Streets
3. Corner of Church and 1st Streets

Locations above may be altered by the CITY as a result of any construction

Attachment B Continued **Traffic Control Plan – Road Closure Plan – Signage Plan for Farmers’ Market at Sandpoint**



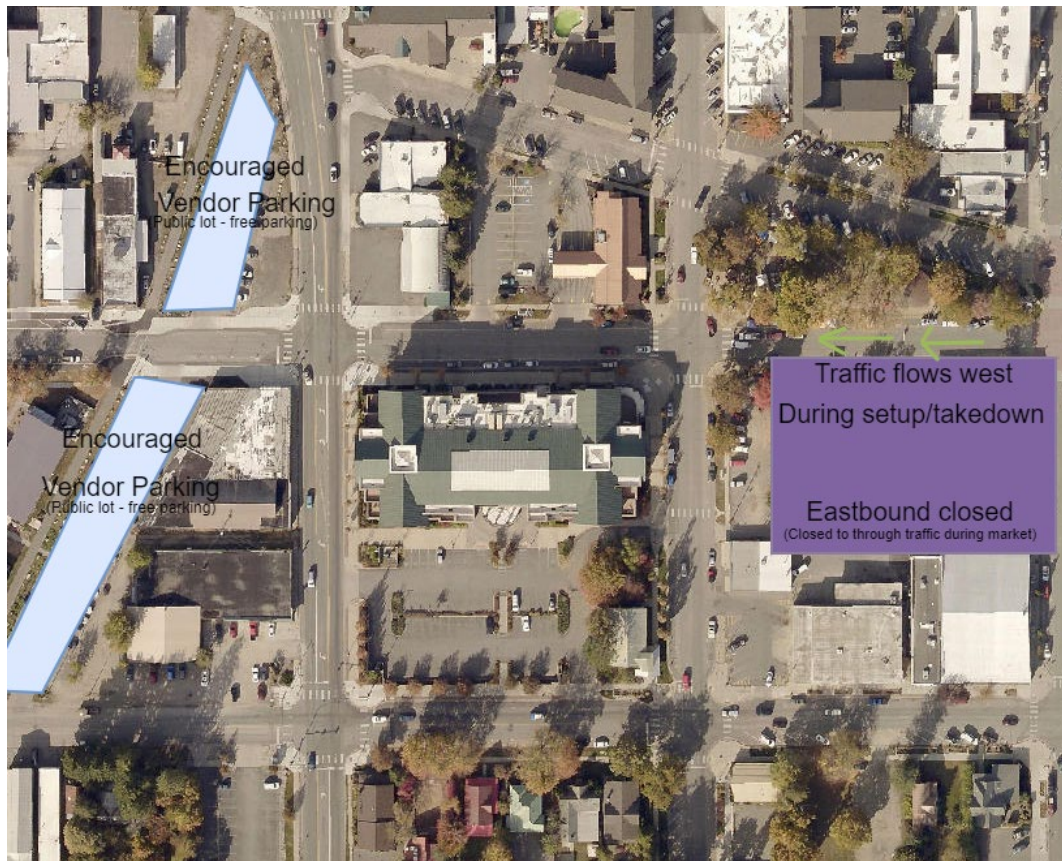
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Attachment C
Clean-Up Plan – Farmers' Market at Sandpoint

The rules and regulations of the Farmer's Market Sandpoint state that "It is the responsibility of each vendor to clean his or her area prior to leaving market". This includes removing all trash, organic or non-organic from the Farmer's Market area.

Attachment D

Loading and Parking Plan – Farmers' Market at Sandpoint



LOADING AND UNLOADING ON OAK STREET

All vendors access the Oak Street side of the park from the east during set up and takedown. Entrance to Oak Street from the west next to the market will not be allowed, this lane will be blocked off. Vendors will quickly unload their vehicle and move out of the way, setting up booth after vehicle is parked. There will be no access to Oak Street after 8:30 am and 1 pm on Saturdays and after 2:30 pm and 5:30 pm on Wednesdays. All vendor booths set up on the street must be removed by 2 p.m. when regular traffic resumes on Saturdays and 6:30 p.m. Wednesdays.

SPECIAL WEDNESDAY PROVISIONS:

1. No double parking on Oak Street
2. May double park on 4th and Main St while actively unloading and loading
3. Cannot block pedestrian access at any time

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PARKING

Vendors are encouraged to park in the free parking at the corner of Church Street & Fifth Avenue in front of Matchwood or in long-term parking areas outside of the downtown corridor. Vendors will not park in the parking lots of downtown businesses and, to avoid being ticketed, should not park in the short-term parking areas downtown.

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Attachment E
Security Plan – Farmers’ Market at Sandpoint

The Market Manager is equipped with a cellphone which will be used to contact 911 in the case of an emergency. For non-emergencies, the Market Manager will contact the Sandpoint Community Resource Officer or Dispatch at 208-265-5525.

Attachment F Special Event Permit



Event: Farmers' Market at Sandpoint

Permit Location: Farmin Park, Jeff Jones Town Square, and a portion of Oak Street, as set forth in the 2025 Farmers' Market License Agreement ("Agreement"), a copy of which is attached to this permit

Event Dates: Saturdays and Wednesdays afternoon/evenings, May 5-October 18, 2025

Market setup and event time, as well as event and time each Market day, are set forth in Agreement.

Permit Holder: Farmers' Market at Sandpoint c/o Kristina Bauer, Market President

Mailing Address: P.O. Box 1234, Sandpoint, Idaho 83864

Phone: (208) 597-3355

Email: farmersmarketatsandpoint@gmail.com

Comments/Conditions:

1. This event is permitted as a farmers' market for the purpose of providing a sales venue for locally grown and handcrafted products, with expected attendance of 500 or more attendees/participants for each event date.
2. Permit holder shall adhere to the conditions and requirements set forth in 2025 License Agreement.
3. Oak Street vendors must maintain a minimum distance of 20 feet from vendors on the opposite side of the street to ensure ample access for emergency vehicles.
4. Parks staff will trim branches, clean the park, and turn the water on prior to opening day.
5. Please contact the Special Events Permit Coordinator with any questions or concerns. (208) 946-2065, hkeys@sandpointidaho.gov Monday-Friday 8:00 A.M.-5:00 P.M.

Hayley Keys

Hayley Keys
Special Events Permit Coordinator