

## **FARMERS' MARKET LICENSE AGREEMENT**

- I. **PARTIES:** The parties to this Agreement are the Town of Purcellville (hereinafter "Town") and Sell For You, LLC DBA Purcellville Farmers Market (hereinafter "the Licensee").
- II. **PURPOSE:** The Town wishes to have a Farmers' Market held on Town Property as specified herein and the Licensee has agreed to operate and manage the market in accordance with this Agreement.
- III. **TERM:** The Agreement shall commence on April 1, 2021 and terminate on March 31, 2022. The Agreement may be renewed for four (4) additional one-year terms upon written, mutual agreement between the Town and the Licensee.
- IV. **LOCATION:** The Licensee has permission from the Town to operate a Farmers' Market in the Purcellville parking lot adjacent to 250 Nursery Avenue between the Bush Tabernacle and 20<sup>th</sup> Street on Saturday during the hours of 8 a.m. to 2 p.m. (April through November) and 9 a.m. to 2 p.m. (December through March).
- V. **CONTROLLING LAW: VENUE:** This Agreement is made, entered into, and shall be performed in the Town of Purcellville, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising under this Agreement, its interpretations, or its performance shall be litigated only in the Loudoun County General District Court or the Circuit Court of the County of Loudoun, Virginia.
- VI. **SEVERABILITY:** Each paragraph and provision of this Agreement will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in full force and effect.
- VII. **TERMINATION:**
  1. The Town of Purcellville reserves the right to terminate the Agreement immediately in the event that the Licensee discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
  2. Failure of the Licensee to comply with any section or part of this Agreement will be considered grounds for immediate termination of the Agreement by the Town of Purcellville at its sole discretion.

3. Notwithstanding anything to the contrary contained in the Agreement between the Town and the Licensee, the Town or Licensee may, without prejudice to any other rights it may have, terminate the Agreement for convenience and without cause, by giving thirty (30) days written notice to the other party.

4. The Town may terminate or suspend the Agreement due to emergency circumstances as defined by the Town at its sole discretion.

5. The Town may suspend any Farmers' Market(s) due to the need to access Town-owned property for other uses with ten (10) days' verbal and/or written notice to the Licensee.

6. If the Licensee fails to host a scheduled Farmers' Market on two occasions, the Town may terminate the Agreement at its sole discretion.

VIII. USE OF TOWN PROPERTY: All trash, litter and any other material left on Town property due to the operation of the Farmers' Market shall be removed by the Licensee on the same day the trash, litter, or other material was deposited on Town property, and all Town property shall be left in the same condition as the Licensee found it at the start of each market. The repair or replacement of any Town property damaged or destroyed due to the operation of the Farmers' Market shall be the responsibility of the Licensee. The failure of the Licensee to promptly repair or replace damaged or destroyed Town property shall be grounds for immediate termination of this Agreement by the Town at its sole discretion, in addition to other rights at law.

IX. ASSIGNMENT:  
This license agreement may not be assigned, in whole or in part, by Licensee without the advanced written consent of the Town.

X. SPECIFIC LICENSEE REQUIREMENTS:

1. Vendor List - The Licensee must provide a list of vendors at the beginning of the contract and notify the Town when any changes are made.

2. Events - The Town will coordinate with the Licensee if there are Town events scheduled to be held during the same time as the Farmers Market.

3. Fees - The Licensee shall pay \$100 a month to lease the space and a \$100 annual fee both payable to the Town of Purcellville.

4. Taxes - The Licensee shall be responsible for the payment of all Town, county, state and federal taxes required by law.

5. Compliance with Law - The Licensee agrees and covenants that its employees, vendors, agents and volunteers shall comply with all Town, county, state and federal laws, rules and regulations applicable to the business to be conducted under the Agreement.

6. Avoidance of Personal Injuries and Property Damage - The Licensee shall ensure that its employees, agents and volunteers observe and exercise all necessary caution and discretion so as to avoid personal injuries and property damage.

XI. EMPLOYMENT DISCRIMINATION BY THE LICENSEE PROHIBITED:

During the performance of this Agreement, the Licensee agrees as follows (Code of Virginia, Section 2.2-4311):

1. The Licensee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Licensee. The Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Licensee, in all solicitations or advertisements for employees placed by or on behalf of the Licensee, will state that such Licensee is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The Licensee will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

XII. DRUG-FREE WORKPLACE TO BE MAINTAINED (Code of Virginia, Section 2.2-

4312): During the performance of this Agreement, the Licensee agrees to (i) provide a drug-free workplace for the Licensee's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Licensee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on

behalf of the Licensee that the Licensee maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- XIII. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS: The Town of Purcellville does not discriminate against faith-based organizations as that term is defined in Section 2.2.-4343.1 of the Code of Virginia.
- XIV. LICENSEE DOES NOT AND SHALL NOT KNOWINGLY EMPLOY AN UNAUTHORIZED ALIEN: During the term of this Agreement, the Licensee does not and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 (pursuant to Section 2.2-4311.1 of the Code of Virginia).
- XV. INDEMNIFICATION: The Licensee agrees to indemnify, defend and hold harmless the Town of Purcellville including its officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees arising or resulting from or in any way connected with the operations of the Licensee or any subcontractors, the provisions of services or the failure to provide any services or the use of any services or materials furnished (or made available) by the Licensee. The Licensee shall at its sole cost and expense, and upon demand of the Town, defend and provide attorneys, all costs of investigation, litigation and appeal to defend the Town, its officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature brought against the Town, its officers, agents, employees and volunteers arising or resulting from or in any way connected with the Agreement and the action or actions of the Licensee or any subcontractor. The attorney(s) selected to defend the Town shall be subject to approval by the Town.
- XVI. INSURANCE: The Licensee shall at all times during this Agreement maintain the following insurance coverage to cover all Farmers' Market operations on Town property:
1. Worker's Compensation insurance in accordance with the Commonwealth of Virginia statutory requirements to protect the Licensee from any liability or damages for any injuries, including death and disability, to any and all of its employees, volunteers, or subcontractors, including all liability or

damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted. Employer's Liability insurance with a limit of at least \$500,000 (five-hundred thousand dollars) bodily injury by accident each employee/\$500,000 (five-hundred thousand dollars) bodily injury by disease each employee/\$500,000 (five-hundred thousand dollars) bodily injury by disease policy limit. Both the workers compensation and employer's liability policies shall be endorsed to waive all rights of subrogation in favor of the Town. The Licensee shall deliver a copy of the Workers' Compensation and Employers' liability policies and the waiver of subrogation endorsements to the Town within seven (7) business days of the Agreement being executed by the Town and the Licensee. Performance under the Contract will not commence until such evidence of insurance and all endorsements has been delivered to the Town.

2. Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence with a general aggregate limit of not less than \$2,000,000. Such policy must cover all operations of the Licensee in conjunction with operation of a Farmers' Market on Town property. The insurer shall be licensed to conduct business in the Commonwealth of Virginia and shall have an A.M. Best financial rating of A- or better. The Town of Purcellville shall be endorsed as an additional insured on the policy. The Licensee's policy shall be endorsed so that their coverage is primary and noncontributory in favor of the Town and any insurance coverage the Town may possess. The Licensee's policy shall be endorsed to waive all rights of subrogation in favor of the Town. A Certificate of Insurance and all required endorsements shall be delivered to the Town within seven (7) business days of the Agreement's execution by the Town and Licensee. Performance under the Agreement will not commence until a valid Certificate of Insurance and all endorsements evidencing the requirements of this provision has been delivered to the Town.

3. The Certificate of Insurance evidencing the required coverage and all required endorsements must be kept current by the Licensee at all times. Failure to maintain all required insurance constitutes grounds for immediate termination of the Agreement by the Town or cessation of all activities on Town property by the Licensee until all insurance requirements are met; at the sole discretion of the Town.

## XVII. EXECUTION

**FOR THE TOWN OF PURCELLVILLE**  
David A. Mekarski, AICP

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date

**County of Loudoun Commonwealth of Virginia**

The foregoing Farmers' Market Agreement was acknowledged before me behalf of the Town of Purcellville by David A. Mekarski, AICP, this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ (seal)

Notary Registration #: \_\_\_\_\_

**FOR SELL FOR YOU, LLC DBA PURCELLVILLE FARMERS MARKET (THE LICENSEE)**  
Kelley Partlow

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

**County of Loudoun Commonwealth of Virginia**

The foregoing Farmers' Market Agreement was acknowledged before me behalf of the Purcellville Farmers Market by Kelley Partlow, this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ (seal)

Notary Registration #: \_\_\_\_\_

