

**LAND USE AGREEMENT
FOR THE PURPOSE OF A WINGHAM FARMERS' MARKET**

BETWEEN:
THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(the "Township")
AND
THE WINGHAM FARMERS' MARKET COMMITTEE
(the "Farmers' Market")

WHEREAS the Council of the Township of North Huron supported the Wingham Farmers' Market for the 2015 season which was held at the lot located at 160 Farley Lane, a parking lot owned by the Township of North Huron. Permission to use this space was granted for one season so that both parties could evaluate the success and terms of use agreement for the 2015 season. **AND WHEREAS** The Wingham Farmers Market has requested moving the market to Cruickshank Park located at 360 Josephine Street for the 2016 season;

AND WHEREAS The Township of North Huron owns and operates Cruickshank Park

AND WHEREAS the parties hereto wish to establish terms for the Farmers' Market to use Cruickshank Park for the purposes of a Farmers' Market:

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereto agree as follows:

Term

The Farmers' Market will have permission to use the site on Wednesday afternoons from 2:30pm to 6:00pm for the months of June to September. This agreement is for the 2016 season. Through a motion of Council, this agreement may be extended to future years, until terminated by either party under the terms of the Termination Clause, or by mutual agreement. The agreement may be updated to reflect additional terms through mutual agreement by both parties. This may be in the form of an amendment to this current agreement, or by way of a new agreement.

Usage

The site is being used for the purposes of a producer based community driven Farmers' Market. The intent of this program and retail service is outlined in "Introducing Wingham Farmers' Market 2015" document and the "Wingham Farmers' Market Association Rules and Regulations – 2016 Market Season" attached to this agreement as Schedule B. Any other use of this property under this agreement is prohibited.

Rent

Council at the April 18, 2016 Council Meeting adopted Resolution M254/16, allowing the Farmers' Market Committee to access the community rate for the use of Cruickshank Park at 360 Josephine Street for the Farmers' Market. The community rate is Councils contribution to the support of the Farmers' Market. The Farmers' Market is responsible for any operating expenses associated with the use of this space for the Farmers' Market.

Site Condition

The Farmers' Market is responsible for any damage to the property as a result of the Farmers' Market and will reimburse the Township for any repair costs. At the start of each season both parties will meet to review the condition of the site. The site must be in the same condition at the end of the Farmers' Market season.

Any permanent changes to the site, or any temporary changes that will remain in place at times when the Farmers' Market is not in operation, must be approved in writing, in advance, by the Township.

The Farmers' Market is responsible for site conditions during the Farmers' Market. The Township will inspect the site prior to 2:30pm on the day of the Farmers' Market, and by noon on the day following the Market. Any issues will be brought to the attention of the Farmers' Market for immediate corrective action. Any corrective action that must be taken on by the Township as a result of inaction by the Farmers' Market to correct issues, will be expensed to the Farmers' Market. Payment to be received prior to the start of the next Farmers' Market.

The space provided allows for a maximum of 10 vendor sites inside the park. This is inclusive of the Community Site for use by local Community Groups, donated by the Farmers' Market. The site setup will comply with the following:

- Farmers' Market will be set up as per Schedule A attached to this agreement.
- Canopies set up for each vendor will be roof only, no sides.
- No set up will penetrate the ground for any purposes.
- The Farmers' Market will be aware of vendor and shopper safety and immediately correct any condition that may be unsafe and maximize participant safety.
- The Township of North Huron Chief Building Official will approve any site set up or changes, and may require further conditions not outlined in this agreement. These conditions will be communicated to the Farmers' Market in writing by the Chief Building Official.

- No vehicles are permitted to drive on Cruickshank Park as part of set up, take down, or during the market.
- The Farmers' Market will make arrangements for available washrooms for vendors and patrons of the market.

Community Vendor Space

One space at the Farmers' Market is being provided for Community Usage. This space is provided to that user at no fee.

Insurance

The Farmers' Market will be registered with the Farmers' Market Ontario and maintain in place an insurance policy through this association. The policy will have a minimum coverage of \$5 Million for Commercial General Liability. The Farmers' Market will provide proof of this policy to the Township prior to each Farmers' Market season, naming the Township of North Huron as an additional insured on the policy.

It is the responsibility of the Farmers' Market to ensure that the vendors have adequate insurance for their operations.

Indemnity

The Farmers' Market shall indemnify and save harmless the Township from and against all fines, suits, claims, demands and actions of any kind or nature to which the Township shall or may become liable for or suffer by reason of any breach, violation or non-performance of the Farmers' Market of any term or provision of this Agreement or by reason of any loss, damage, or injury occasioned to or suffered by any person or persons or any property by reason of any action, neglect, negligence, wilful misconduct or default on the part of the Farmers' Market, its employees or volunteers save and except any fines, suits, claims, demands and actions of any kind or nature resulting from any action, neglect, negligence, wilful misconduct or default on the part of the Township, its employees or Members of Council.

Signage

For each Farmers' Market, the following signage will be erected:

- No smoking within 20 meters of the Farmers' Market
- In case of emergency call 911. The address is 360 Josephine Street, Wingham.
- A sign indicating the responsible person for the Farmers' Market and how they can be contacted.

Huron County Health Unit

The Farmers' Market will be responsible for compliance with all the regulations of the Huron County Health Unit. The Farmers' Market is responsible for contacting the Health Unit prior to the start of each season.

The Farmers' Market is responsible for complying with the Health Unit requirement for washrooms, wash stations, and any signage required by them.

Set Up and Take Down of the Market

The Township of North Huron will deliver to the site each week garbage & recycle bins. The garbage and recycle bins will be emptied and retrieved by the Township on the Thursday following the Farmers' Market. All vendor garbage is to be removed off site. The bins provided by the Township are for public waste.

Point of Contact

The point of contact for the Farmers' Market will be the Chair of the Farmers' Market Committee. At the start of each season, the name, address, email, and phone number of this individual will be made available to the Township.

The point of contact for the Township of North Huron will be the Economic Development Officer. She can be reached at 519-357-1096. Email to cgoodall@northhuron.ca. Mail can be sent to: Township of North Huron, PO Box 90., Wingham, ON. N0G 2W0.

Lawful Use

The Farmers' Market will observe and fulfill the lawful provisions and requirements of all statutes, by-laws, rules and regulations, municipal, provincial or federal, relating to the use of the land.

Utilities

The site has no water or hydro provided. If this is required, the Farmers' Market will make their own arrangements. Any hydro supply must meet ESA standards. Any water supply must meet the standards of the Huron County Health Unit.

The supply of these utilities must be done in a way that is safe for all users of this location and any adjacent property to this site. Any trip hazards must be minimized and clearly identified. .

Termination

Either party has the option to terminate this agreement with written notice, received no later than March 1 of that year, prior to the Farmers’ Market season.

Should the Farmers’ Market group not comply with the terms of this agreement, they will receive written notice of non-compliance. In the notice to the Farmers’ Market, a time line for correcting the compliance issue will be identified. Should the Farmers’ Market not comply within that time frame, it is cause termination of this agreement with no further notice.

Should the Township deem that the non-compliance is a safety or health risk to anyone and it cannot immediately be corrected, it is cause for immediate shut down of the Farmers’ Market, until such time that the Farmers’ Market can take corrective action to the satisfaction of the Township.

Non Transferable

This land use agreement is non-transferable without the written consent of the Township.

We agree to the terms and conditions set out in this Land Use Agreement:

DATED the _____ day of _____, 2016.

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

Per: _____
Neil Vincent, Reeve

Per: _____
Kathy Adams, Clerk

We have authority to bind the Township.

**WINGHAM FARMERS’ MARKET
COMMITTEE**

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the Wingham
Farmers' Market Committee.

SCHEDULE A

Site Map



Canopies will be clustered together either in boxes A+B, A+B+C, just C or just D or a combination thereof.

SCHEDULE B

Wingham Farmers' Market Association Rules & Regulations – 2016 Market Season

(attached)