

**FACILITIES USE AGREEMENT  
2014**

**I.**

The City of Seguin, Texas (the "City") and the **Guadalupe Valley Gardener's Market** (the "Market") enter into this Agreement governing the use of the 100 block of East Donegan Street, being public property owned by the City of Seguin, Texas.

The City does hereby grant, under the conditions set forth below, to the Market the right and privilege to use **the 100 Block of East Donegan Street or the 200 Block of South Austin Street** (as directed by City Staff) in Seguin, Texas to operate a Farmer's Market.

**II.**

In consideration for such privilege herein granted by the City, the Market agree to the following terms:

- A. The Market shall, no less than thirty days in advance, file a written schedule of operation requesting the days and times that the Market intends to operate. The schedule shall not include any days wherein other events are being held in Central Park unless the Market has written permission from the event to operate during that event. A copy of the permission must accompany the schedule of operation for that date.
- B. During the term of this agreement, the Market shall carry, at their own expense and with a company that is an admitted carrier with a Best Rating of "A" or better, acceptable to the City, liability insurance in association with the use of City property for the conducting of said events. The City shall be listed on the policy as an additional insured. The limits of liability shall not be less than \$500,000 combined single limits per occurrence, or equivalent. It is agreed that the City does not waive any immunity, which it currently has or may obtain from liability or suit. Proof of adequate insurance coverage shall be provided to the City at the time the Market files its schedule of operation.
- C. During the period of use of the facilities by the Market it is agreed that the Market shall keep the grounds clear of trash and debris by collecting it and depositing it in trash containers.
- D. The Market certifies that it is a Texas Certified Farmer's Market and further agrees that only agricultural products grown in the State of Texas may be sold by vendors operating in the Market.
- E. The Market agrees that any gardener meeting the requirement of selling homegrown or homemade products, as verified by the Market, shall be allowed to participate in the market.
- F. All signage and barricades required by the City shall be coordinated, in advance with City staff.
- G. The Market acknowledges that the breach of any provision agreed to herein may result in the termination of this Agreement.
- H. This Agreement shall be effective beginning May 1, 2014 through April 30, 2015. Upon

breach of this provision, the City may terminate this agreement upon written notice to the Market.

- I. The Market agrees that, in the event of emergency or for the protection of the public, the City may require that any given market date be cancelled.

SIGNED this \_\_\_\_\_ day of April, 2014.

For the Guadalupe Valley Gardner's Market:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

For the City of Seguin:

\_\_\_\_\_  
Douglas G. Faseler, City Manager