

AGREEMENT FOR USE OF BUILDING AND/OR GROUNDS OWNED BY
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

THIS AGREEMENT is entered into this 10 day of December, 2013, between the School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida (the "School Board") and the Sarasota Agricultural Farmers Market, Inc., a Florida non-profit corporation (the "Licensee").

W I T N E S S E T H:

WHEREAS, the School Board wishes to allow reasonable access and use of its buildings and grounds when such use is not in conflict with the School Board's primary educational goals; and

WHEREAS, the Licensee, whose principal place of business is located at 5108 2nd Avenue Drive NW, Bradenton, Florida 34209, wishes to use certain portions of the building/grounds of the Sarasota Technical Institute for the purpose of conducting a farmers' market on Saturday mornings for the period from January 1, 2014, through December 31, 2014, during the hours of 7:30 a.m. to 1:00 p.m.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the Licensee hereby agree as follows:

1. The School Board:

A. Shall allow the Licensee the use of the following portions of the building/grounds at the Sarasota County Technical Institute ("SCTI") during the hours of 7:30 a.m. to 1:00 p.m. on Saturdays during the term of this Agreement: (a) the southern half of the student parking lot directly south of Building 3 (as shown on Exhibit A attached hereto), (b) access to restrooms in Building 3; and (c) non-exclusive use of remaining parking on the SCTI campus on a first-come, first-served basis.

B. Makes no warranties, either specified or implied, as to the appropriateness or suitability of the building/grounds designated herein for use intended by the Licensee.

2. The Licensee:

A. Shall pay to SCTI the sum of \$255 for each day of use. This includes two hours of custodial time which will be provided by the School Board. Should any additional custodial time be required, in the sole discretion of the Executive Director of Career, Technical, and Adult Education, to provide services as a result of Licensee's use of the building/grounds, Licensee shall pay to SCTI \$40/hour for such additional custodial services.

B. Shall affirmatively disclaim any affiliation with the School Board in any print materials distributed in connection with its use of the building/grounds designated herein.

C. Shall abide by all laws and codes of conduct established by the State of Florida, Sarasota County, and the School Board.

D. In compliance with any sign or other code of Sarasota County, and with the prior written approval of the Executive Director of Career, Technical, and Adult Education, Licensee may mark sites and post a banner on site to advertise its presence during the period of time Licensee has use of the grounds described herein.

E. Shall provide the School Board with proof of general liability and/or special events insurance coverage with a minimum single limit of \$1,000,000.00. The policy shall name the School Board of Sarasota county as an Additional Insured and the Certificate Holder on the Certificate of Liability Insurance. A certificate evidencing such coverage shall be required prior to any use of the building/grounds and shall be sent to the School Board at 1960 Landings Blvd., Sarasota, FL 34231.

F. Shall indemnify and hold the School Board harmless from and against any and all liability and costs arising from injury to persons or property occasioned wholly or in part by any act or omission of Licensee, its employees, members, invitees, vendors, exhibitors, and all other persons whom Licensee permits in, on or about the building/grounds designated herein, except to the extent that such liability and costs result from the sole negligence of the School Board, its agents, or employees. Licensee shall defend any and all actions, suits or proceedings which may be brought against the School Board, or in which the School Board may be impleaded or joined with others as a result of Licensee's use of the building/grounds designated herein, and shall satisfy, pay and discharge any and all such judgments, orders and decrees that may be recovered against Licensee or the School Board, in any such action or proceedings. This provision is not intended to waive any sovereign immunity to which the School Board may be entitled. This paragraph shall survive termination of this Agreement.

G. Shall not permit any penetration of the asphalt parking surface.

H. Recognizes that no electrical service is available. However, Licensee may contract with Florida Power and Light to provide separately metered electrical service at its sole expense.

3. Both parties agree:

A. The term of this Agreement shall be from January 1, 2014 through December 31, 2014. Notwithstanding this term, either party may terminate this Agreement at any time, without cause, upon thirty (30) days' written notice.

B. This Agreement shall be construed and enforced in accordance with Florida law. The sole and exclusive jurisdiction for any action brought pursuant to this Contract shall be in the County or Circuit Court of the Twelfth Judicial Circuit, in and for Sarasota County, Florida.

C. Any notice given pursuant to this Agreement shall be made to the School Board in care of Sarasota County Technical Institute, 4748 Beneva Road, Sarasota, FL 34233, Attn: Executive Director, and to Licensee at Agricultural Farmers Market, Inc., P.O. Box 14879, Bradenton, FL 34280, Attn: President..

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Sarasota Agricultural Farmers Market, Inc.

By: _____
Todd Underhill, President

Date: _____

The School Board of Sarasota County, Florida

Jane Goodwin, Chair

Date: _____

Approved for Legal Content
November 22, 2013, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ ASH _____