

USE AGREEMENT

THIS USE AGREEMENT is made and entered into by and between the Independence Chamber of Commerce (Chamber) and City of Independence, Missouri (City), in consideration of the mutual benefits to be derived hereunder, the parties agree to the following terms and conditions:

A. RECITALS

1. Chamber is the owner of property located at 210 W. Truman Road, Independence Chamber of Commerce, including all designated parking areas on that property.
2. City is the owner of property located at 211 W. Truman Road, Independence Uptown Farmers Market, including all designated parking areas on that property and building and facilities (Market).

B. PURPOSE OF USE AGREEMENT

1. The purpose of this Use Agreement (Agreement) is to provide the terms and conditions under which patrons of the Market may use the designated parking areas at 210 W. Truman Road and to provide the terms and conditions under which the Chamber and Chamber event patrons may use the designated parking areas and building and facilities of the Market at 211 W. Truman Road.
2. The Chamber will allow use of all designated parking areas located at 210 W. Truman Rd. for patrons of the Market with no limitations on dates of use for patrons of the Market.
3. The City will allow the Chamber the use of all designated parking areas and building and facilities at 211 W. Truman Road not to exceed 4 times per calendar year for Chamber events. For the purposes of this Agreement, building and facilities shall include the use of all outdoor structures on Market property and all indoor areas of the Market including the kitchen, restrooms, storage areas, tables, chairs, and other items routinely stored and utilized at the Market.

C. DATES OF USE AGREEMENT

The Chamber will provide notice to the City of its intended use of the Market 1 month or 30 calendar days prior to the date of a scheduled event. Notification shall be in writing and shall include date of use, approximate time of use, and a brief description of event.

D. OTHER CONDITIONS

1. The Chamber agrees to indemnify and hold the City, including its employees, directors, volunteers, agents, harmless from and against any injury, damage, claim, lien, cost and/or expense (including attorney's fees) incurred by, or claimed against, the City, including its employees, directors, volunteers, agents, arising out of the

Chamber's use of the Market. Upon request, the Chamber will also provide copies of liability insurance to the City.

2. The Chamber and patrons attending events at the Market will comply with all municipal ordinances and state laws during use of the Market. The Chamber will obtain and pay for all necessary permits and licenses applicable to a particular event.
3. Neither the Chamber employees nor patrons of Market events shall possess on Market property pets, weapons, explosives, or any controlled substances.
4. The City shall not assume financial responsibility for damage to or loss of any materials, personal or Chamber owned, left on Market property by the Chamber or event patrons.
5. The Chamber shall not assume financial responsibility for damage to or loss of any materials, personal or otherwise, left on Chamber property by Market patrons.
6. The Chamber shall return the Market to a condition substantially like that existing prior to any scheduled event.
7. The City shall have unencumbered access to the Market during any scheduled event for the purpose of attending to any matters which would be usual and customary in managing the Market.
8. The Chamber and the City agree, stipulate, and recognize that in the entering of this Agreement, they are not partnering or jointly interested in any event scheduled by the Chamber at the Market.
9. Nothing in this Agreement shall constitute an admission of fact, responsibility, fault, or liability of any kind, or constitute a waiver or limitation of any legal claim or defense available to either party.
10. All notices required or made under this Agreement shall be in writing and shall be made as follows:

To City: **Attention: Zachary Walker**
 City Manager, City of Independence
 111 E. Maple Ave.
 Independence, MO 64050

To Chamber: **Attention: Tom Lesnak**
 President, Independence Chamber of Commerce
 210 W. Truman Rd.
 Independence, MO 64050

Either party to the Agreement may change the above designations by written notice to the other party.

11. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign the rights and obligations provided for herein without the prior written consent of the other party.
12. This Agreement is expressly not intended for the benefit of any third party and is expressly not enforceable by any third party.
13. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of the Agreement shall remain in full force and effect.
14. This Agreement shall not have an end date unless expressly requested by the Chamber and the City.
15. This Agreement shall be effective as of the final date that both parties have signed and dated the Agreement as indicated below.

IN WITNESS WHEREOF, the parties hereby execute this Agreement:

CITY OF INDEPENDENCE, MISSOURI

Name: _____

Date: _____

Title: _____

INDEPENDENCE CHAMBER OF COMMERCE

Name: Don Lesch

Date: 5-12-2021

Title: PRESIDENT