

## EAST CAMPUS FARMERS MARKET AGREEMENT

This East Campus Farmer Market Agreement (this "Agreement") is made as of the date set forth herein below, by and between the undersigned vendor ("Vendor") and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska, by and on behalf of the University of Nebraska-Lincoln ("University").

In consideration for the limited right to use an allocated space on the East Campus for the sale of goods at the East Campus Farmers Market and the services provided by the University, the receipt and sufficiency of which is hereby acknowledged, the Vendor and University agree as follows:

1. License. University hereby licenses to Vendor, at no cost to Vendor, the Space, as identified below, during the East Campus Discovery Days and Farmers Market event ("Market Event") for the Permitted Use on each Market Day during the Term, and Vendor agrees to the terms as set forth herein.
2. Market and Space. The East Campus Farmer Market ("Market") is located on the University of Nebraska-Lincoln campus on its East Campus, 3550 East Campus Mall, Lincoln, NE. The Space is located within the Market Area in the area(s) designated by the University.
3. Term. The term ("Term") commences on June 11, 2022 and expires on August 13, 2022.
4. Rules and Regulations. Vendor shall take all reasonable precautions for the safety of its employees, workers, volunteers and all customers and visitors shopping in the Market and around its Space. Vendors shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of University personnel. In addition, Vendor shall comply, and cause its employees and assistants to comply, with all applicable rules and regulations established by the University and University policies and procedures. Vendor has received a copy of the East Campus Farmers Market Rules of Operation (the "Rules") and hereby agrees to comply with the Rules.
5. "As Is" Condition. Vendor has inspected the Space and agrees to use the Space in its "as is" condition.
6. Permitted Uses. Vendor will use the Space solely for the purposes of the Market to sell fresh fruits, vegetables, flowers, sauces, meats, cheeses, other food products and/or ancillary items ("Permitted Uses"). The Space shall not be used for any other purposes without the University's prior written permission. No alcohol shall be sold. Vendor is responsible for collecting and reporting any required sales tax on items sold.
7. Market Days. The Market Event will operate on June 11, July 9 and August 13, 2022 between the hours of 10:00 a.m. and 2:00 p.m. ("Market Days").
8. Set-Up and Teardown. By 8:00 a.m. on each Market Day, Vendor shall have access to the Space. Vendor shall only erect stands for the purpose of selling goods on paved portions of the Space. By 3:00 p.m. on each Market Day, Vendor shall cause its stands to be disassembled and its Space to be cleaned of all debris. Vendor shall cause its Space to be restored to the condition it was in before the Market Event.

9. Refuse. University will supply barricades and garbage cans for use in the market area 9:00 a.m. on each Market Day and will remove the barricades and garbage cans after 2:00 p.m. on each Market Day.
10. Insurance. Vendor shall obtain and maintain a policy or policies of general liability insurance in the State of Nebraska providing coverage for personal injury and property damage. Such general liability insurance shall have a limit of not less than \$1,000,000 per occurrence with a \$3,000,000 aggregate limit for personal injuries, death or property damage suffered by any person or persons arising out of the use of the facilities or the services provided with such use. Vendor shall name the Board of Regents of the University of Nebraska as an additional insured. Licensee shall provide the University with proof of insurance coverage, in the form of a certificate of insurance, not less than ten (10) business days in advance of the Event. Failure to obtain a certificate of insurance does not constitute a waiver of such insurance requirements by the University.
11. Indemnification. Vendor shall indemnify, defend, and hold and save the University, and their respective officers, directors, agents and employees (together, the "Indemnified Parties"), harmless from any and all claims, suits, demands, debts, undertakings or proceedings of any kind or nature, whether meritorious or frivolous, in any way arising out of the Vendor's use of the Space, including liability caused in whole or in part by the Indemnified Parties. Vendor shall, at its own expense, appear, defend, and pay all attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Indemnified Parties in any such action, Vendor shall, at its own expense, satisfy and discharge same. This provision shall survive the expiration or termination of this Agreement.
12. COVID-19 Requirements. Vendor and its employees and assistants agree to comply with local and state health directives, as well as city ordinances related to the COVID-19 pandemic. In addition, the Vendor will comply with University's policies regarding the COVID-19 pandemic, which will be provided to the Vendor prior to the Market Event.
13. Assignment. The University may reassign space in the Market Area as it deems necessary and in its sole discretion, provided that Vendor is given a space of equal area as the Space. Vendor may not assign this Agreement or allow other to use the Space without prior written consent from the University.
14. Termination. This Agreement shall automatically terminate if Vendor fails to fully comply with any of the terms of this Agreement. In addition, the University shall have the right to terminate this Agreement upon seven (7) days written notice to Vendor if the University receives three (3) or more complaints about Vendor's product, performance or conduct during the Term.
15. Waiver of Special or Punitive Damages. Vendor hereby waives all claims against the University of Nebraska for consequential, special, liquidated or punitive damages allegedly suffered by Vendor arising out of the Agreement, including attorneys' fees, lost profits and business interruption. This provision shall survive the expiration or termination of this Agreement.
16. COVID-19 Pandemic. Due to the continued outbreak of COVID-19 in most areas of the world and the U.S., including the state of Nebraska, the Vendor expressly acknowledges it is aware of the potential risks that exposure to the novel virus poses to the Vendor, its employees, assistants, and volunteers' health and safety, that the University is not able to lessen those risks, and that providing the Market and Space does not create any liability on behalf of the University. The Vendor understands that exposure to disease-causing organisms and objects, such as COVID-19,

and personal contact with others, including but not limited to Vendor, its employees, assistants and volunteers, as well as University employees, representatives and others associated with the University, involve a certain degree of risk that could result in illness, permanent disability, or death. The Vendor also acknowledges that it is impossible to screen and/or monitor all such individuals. The University encourages the Vendor to ensure its employees, assistants, and volunteers, know, understand, and follow the guidance from local and state health directives, as well as city ordinances, particularly since that guidance can change rapidly. After fully and carefully considering all the potential risks involved, the Vendor assumes this risk and agrees to release and hold-harmless the University and its trustees, officers, directors, employees, agents and affiliates from and against all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-19, associated with providing the Market and Space. This provision shall survive the expiration or termination of this Agreement.

17. Governing Law. This Agreement shall be governed by the laws of the State of Nebraska, without regard to its conflicts of law provisions.
18. Fair Labor Standards. Pursuant to Nebraska Revised Statutes § 73-102, Vendor states that it is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Agreement and that fair labor standards shall be maintained for the term of the Agreement.
19. Counterparts. This Agreement may be executed in counterparts, including by electronically scanned or PDF signatures, each of which shall be an original, and which together shall constitute a single document.

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

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_