

**FARMER'S MARKET LICENSE AND USE AGREEMENT**

THIS LICENSE AND USE AGREEMENT is made and entered into between:

\_\_\_\_\_, of \_\_\_\_\_  
hereinafter "Licensee"

and

**The City of Butler**, a municipal corporation, of 140 West North Street, Butler Pa 16001,  
hereinafter "Licensor"

Licensee wishes to utilize the facility commonly known as "The Farmer's Market" located off West Diamond Street, between Race Street and Shore Street in the City of Butler, Pennsylvania under the following terms and conditions:

1. Licensor agrees to grant Licensee a revocable license to utilize \_\_\_\_\_ square feet of the Farmer's Market facility "as is" and "with all faults". Said license shall not be exclusive and Licensee shall use said facility jointly with all other lawful users. .

2. The License shall be for the following dates and times:

Date(s): \_\_\_\_\_ Time: \_\_\_\_\_

3. Licensee hereby releases Licensor, and/or Licensor's elected officers, agents, and employees, from any and all liability for any personal injury, loss, or damage to property resulting from or relating to Licensee's use of the Farmer's Market Facility. If available, Licensee shall provide Licensor with proof of Licensee's liability insurance.

4. Licensee agrees to defend, indemnify, save and hold Licensor and Licensor's elected official, agents, officers and employees harmless from any and all liabilities, obligations, damages, claims, causes of action, costs, charges and expenses, including reasonable attorneys fees, which may be asserted by Licensee and/or Licensee's agents and invitees arising from or relating to Licensee's use of the Farmer's Market Facility.

5. Licensee shall use the Farmer's Market facility only for the following use: \_\_\_\_\_.

6. The storage of toxic, hazardous, inflammable, chemical, explosive or other inherently dangerous materials, or odorless materials, or medical waste, is prohibited.

7. Licensee shall not sublet any portion of the space under the terms of this License and Use Agreement.

INTENDING TO be legally bound, the parties hereto have executed this agreement on the following date:

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

Licensor / City of Butler

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

\_\_\_\_\_  
Date