

PILOT FOOD CART/PRODUCE STAND PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into on this ___ day of August, 2013, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("Lexington"), and **LAZY EIGHT STOCK FARM**, a Kentucky corporation (hereinafter Organization) with a mailing address of 5012 Paint Lick Road, Paint Lick, KY 40461 ("Lazy Eight").

WHEREAS, Lexington wishes to create a pilot program under which it would offer on a limited basis healthy fresh food alternatives to its employees and visitors to the Government Center (the "Pilot Program"); and

WHEREAS, Lazy Eight is desirous of assisting Lexington with the Pilot Program.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. Lazy Eight will provide a food cart/produce stand and community supported agriculture opportunity so that fresh fruits and vegetables, meat, and eggs are available for Lexington's employees and visitors to the Government Center at 200 East Main Street, Lexington, Kentucky, as part of a limited Pilot Program.
 - a. The Pilot Program will commence on or about August 15, 2013, and will last for approximately 14 weeks.
 - b. Lazy Eight will not be required to pay Lexington any rent or fee as part of the Pilot Program and is entitled to keep any sales receipts related to the Pilot Program.
 - c. Lexington will designate the area(s) in which the food cart/produce stand is to be located and will ensure that no fire or other building code violations results from such location.
 - d. Lexington will provide on-site storage space for the food cart/produce stand at no cost to Lazy Eight.

- e. Lexington will provide delivery access via loading dock and validate Lazy Eight's staff parking voucher(s).
- f. Lazy Eight is responsible for any necessary permits and licenses for the sale and sampling of produce, meat, and eggs.
- g. Lazy Eight will staff the food cart/produce stand and is responsible for the collection of any money for product sold and the set up and take down of the food cart/produce stand every day. All products will be removed from the Government Center by Lazy Eight within a reasonable time following the operational hours each day.
- h. The Pilot Program will operate on Thursday from the hours of 3:30 p.m. to 5 p.m.
- i. The food cart/produce stand may also be used as a Community Sponsored Agriculture (CSA) drop-off and pick-up location. CSA is a locally-based economic model of agriculture and food distribution. CSA members pay a fee to receive a weekly or bi-weekly share of vegetables and fruits.
- j. The parties will use their best efforts to ensure the success of the Pilot Program, including but not limited to, promoting, marketing, product pricing, and staffing.
- k. The Pilot Program may be advertised to the general public by either party and neither party is prohibited from promoting the Pilot Program via media interviews, social media, and as the subject otherwise arises.
- l. The food cart/produce stand will be located in an area of the lobby (or as otherwise determined by Lexington) and in a manner in which any member of the general public wishing to buy product from the food cart/produce stand will have-to-have been appropriately screened at the front security desk.
- m. Lazy Eight is prohibited from selling anything other than fruits, vegetables, meats or eggs absent advance written approval from the Office of the Mayor, but will otherwise have discretion as to what product is made available. Lazy Eight is not prohibited from providing samples and giving away or otherwise selling or distributing basic promotional materials such as bumper stickers, canvas bags, etc.
- n. Lexington will provide internal marketing of the Pilot Program.
- o. Lazy Eight may offer information and/or coupons for its other locations.

- p. Lazy Eight will keep the area around the food cart/produce stand clean and will in no way take any action that will damage the Government Center or Lexington's Property.
- q. Lazy Eight is solely responsible for the conduct of those vending product at the food cart/produce stand and in the event any person vending the product is disruptive or otherwise acts in a manner detrimental to Lexington, it employees, or the public, Lexington may immediately shut down the operation of the food cart/produce stand and have that person removed from the Pilot Program.

2. Liability and Insurance.

Lazy Eight hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of its employees, agents, servants, owners, principals, licensees, or assigns under or in connection with this Agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby and to the extent allowable by law agrees to indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Lazy Eight's performance or breach of the Agreement. Lazy Eight agrees to carry insurance in a form acceptable to Lexington's Division of Risk Management in the following minimum amounts: Comprehensive General Liability including a Products Liability endorsement -- \$1 million per occurrence, \$2 million aggregate; Commercial Automobile Liability combined single, \$1 million per occurrence and name the LFUCG as additional insured on General/Products and Auto Liability Policies for the duration of the agreement.

3. Term; Cancellation.

This Agreement will automatically expire on November 30, 2013 unless otherwise extended by the parties. Either party may terminate or cancel this Agreement at any time and for any reason by providing the other with at least ten (10) days advance written notice.

4. Modifications.

This is the entire Agreement between the parties and any material modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Jim Gray, Mayor

ATTEST:

Clerk of Urban County Council

LAZY EIGHT STOCK FARM, LLC

BY _____

Printed Name

Title

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