

Site Plan and Agreement

[_____] ("Client") is a Section 501(c)(3) nonprofit organization whose mission is to [_____] and by expanding knowledge about food and nutrition.

Client's Mobile Farmers' Market program is a "farmers' market on wheels" that addresses issues related to lack of access to fresh, locally-grown produce in [_____]. This Site Plan and Agreement ("Agreement") establishes the basis on which Client will operate a mobile farmers' market ("Market") from a truck on a site ("Site") maintained by Host.

Client

Contact Person	
E-mail Address	
Phone Number	
Fax Number	
Mailing Address	

[Organization Name] ("Host")

Contact Person	
E-mail Address	
Phone Number	
Fax Number	
Mailing Address	

Site

Site Address	
Site Access	<p>Host must provide restroom access to Client personnel.</p> <p>Designated parking space must accommodate a truck at least 22 feet long.</p> <p>Please attach a street view map depicting the designated parking space.</p>

Market schedule

Term of Service	Month DD, YYYY (start)
	Month DD, YYYY (end)
Frequency	Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other:
Day(s)	Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/>
Time	HH:MM AM/PM (start)
	HH:MM AM/PM (end)

This Agreement, which includes this form ("Site Plan") and the attached Terms and Conditions, creates a legal contract between Client and Host. By signing below, Client and Host each confirm that it understands and agrees to the terms of this Agreement.

Client

Signature

Name (print)

Title (print)

Date

[Organization Name]

Signature

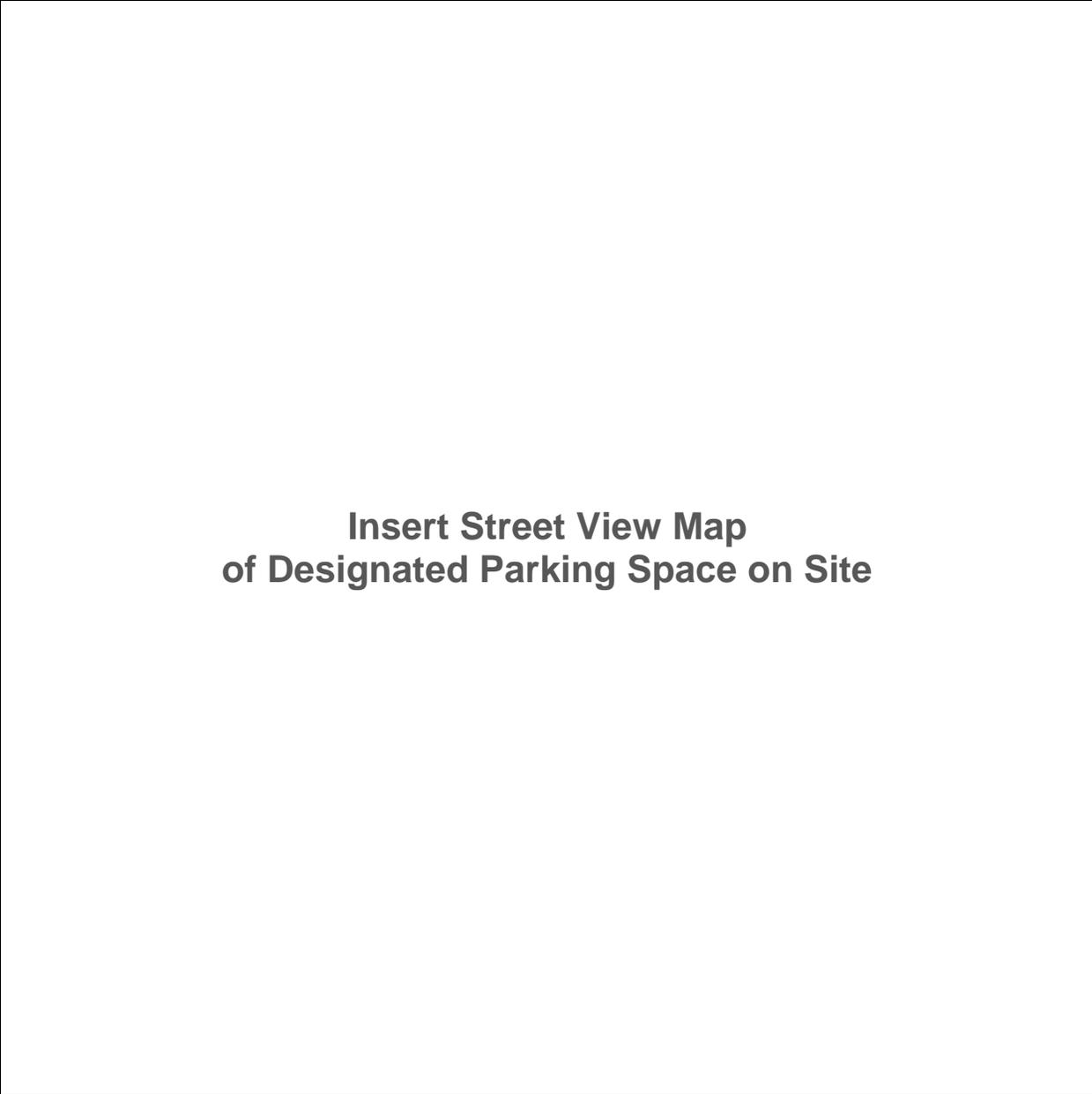
Name (print)

Title (print)

Date

Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.

Designated Parking Space on Site



**Insert Street View Map
of Designated Parking Space on Site**

Terms and Conditions

1. Site

1.1 Use of Site

Host authorizes Client to use the Site for the Market during the term of service and according to the Market schedule set out in the Site Plan.

1.2 Site and Restroom Access

Host will provide Client access to the Site, including unlocking the Site as appropriate, making a restroom accessible to Client personnel during scheduled use of the Site, and designating a parking space on the Site to accommodate a truck at least 22 feet long.

1.3 No Compensation or Charges

It is understood and agreed that Host is not compensating or otherwise paying Client to operate the Market and that Host is making the Site, including a designated parking space and restroom access, available to Client at no charge to Client.

1.4 Changes to Market Schedule

The Market schedule set out in the Site Plan, including the frequency, day(s), and time, may need to change to accommodate shifting demand or other conditions. To change the Market schedule, both parties must agree to the change in writing at least 7 days in advance of the change. For the purpose of this Section 1.4, an email qualifies as "in writing."

2. Activities

2.1 Responsibility for Market Activities

Client will have sole responsibility for and will bear all costs involved with the planning, management, and implementation of its Market activities including, without limitation, operating the truck and purchasing and selling produce. Client personnel at the Market will be acting solely on behalf of Client.

2.2 Site Condition

Client will act with due care during operation of the Market to keep the Site in the condition in which Host made it available.

2.3 Licenses and Permits

Client confirms that it holds the licenses, permits, and registrations it needs for operating the Market, including, without limitation, local sales and health department permits.

3. Market Promotion

3.1 Name and Logo Use

Client and Host may use the other's name and logo for the sole purpose of promoting the Market on their respective websites, Promotion Materials (defined below), and other outreach-oriented materials relating to the Market. Client will obtain no other rights to Host's name and logo, and Host will obtain no other rights to Client's name and logo.

3.2 Market Promotion

Client will provide Host with physical and electronic copies of materials for use in publicizing and conducting Market activities ("Promotion Materials"). Promotion Materials may include, without limitation, flyers, brochures, posters, handouts, social media posts, and emails. Host will promote the Market within its organization and to potential Market customers in the immediate local community, particularly low-income or food insecure families and individuals. Host will distribute Promotion Materials to potential Market customers at least [once] per [week] during the term of this Agreement or as otherwise directed by Client.

3.3 Media Release

Client may film, record, and photograph the Market at the Site. Client may use any filmed, recorded, or photographed material on its website, in Promotion Materials, or on other forms of media at Client's sole discretion, subject to obtaining appropriate consents, if required, from individuals depicted in such material.

4. Relationship

4.1 Cooperation

Client and Host will cooperate in connection with the Market by providing information about Site conditions, promoting the Market, carrying out all obligations on a timely basis, keeping each other advised about potential issues, and working in good faith to resolve problems which may arise.

4.2 No Rights in Host Property

Client's right to occupy and use the Site for the Market is a license only and does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate in any Host property.

4.3 Independence

Client and Host are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Client nor Host has the power or authority to bind or obligate the other to a third party or commitment in any manner.

5. Insurance and Liability

5.1 Insurance

Client confirms that it will maintain worker's compensation and general liability insurance covering Client personnel and activities at the Market. Host confirms that it has appropriate insurance coverage for hosting the Market on the Site.

5.2 Liability

For the purpose of this Section 5.2, the terms "Host" and "Client" include those entities and their respective directors, officers, employees, and agents. Client will be solely responsible and liable for its own actions or inactions and for any and all information, products, and services it provides at the Market. Client will not be responsible to Host for the condition of the Site as made available to Client. Neither party will be liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or resulting from operation of the Market or otherwise under this Agreement.

6. Termination

6.1 Notice of Termination

A party may terminate this Agreement by providing written notice to the other party. The termination will become effective 14 days after delivery of the written notice.

6.2 Effect of Termination

Upon termination, Client and Host will promptly cease promotional activities, including distribution of Promotion Materials and use of the other's name and logo. Sections 1.3, 4, 5.2, 6.2, and 7 will continue in effect.

7. General Provisions

7.1 Entire Agreement

This Agreement expresses the final, complete, and exclusive agreement between Client and Host and supersedes all prior or contemporaneous agreements, arrangements, negotiations, communications, course of dealing, or understandings between Client and Host relating to the Market.

7.2 Amendment

Except as provided in Section 1.4, this Agreement may be amended only as stated in and by a writing signed by both Client and Host and which recites that it is an amendment to this Agreement.

7.3 Severability

If a court of competent jurisdiction finds any term of this Agreement to be invalid or unenforceable, this Agreement will be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

7.4 Third Party Beneficiaries

This Agreement is for the exclusive benefit of Client and Host, and not for the benefit of any third party including, without limitation, any employee, Market attendee, or vendor of Client or Host.

7.5 Governing Law

This Agreement is governed by California law.