

AGREEMENT FOR USE OF PUBLIC SPACE

THIS AGREEMENT ("Agreement" or "agreement") entered into this ___ day of December, 2025 by and between the Municipality of Princeton, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "Princeton") and Princeton Farmers Market, a non-profit organization of the State of New Jersey, c/o JM Group, 12 Pine Street, Princeton, New Jersey 08542 (hereinafter referred to as the "Organization").

WITNESS

WHEREAS, the Organization is an I.R.S. §501(c)(3) charitable non-profit organization established for purposes of creating an economically sustainable community for local farmers, producers and residents; and

WHEREAS, the Organization has requested the use of, and Princeton desires to allow the Organization to use, a portion of Hinds Plaza in Princeton, which is owned by Princeton, for purposes of allowing the Organization to operate a weekly Farmers' Market for farmers, producers and members of the community in 2026; and

WHEREAS, Princeton has authorized the award of this Agreement without public bidding pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-6.1.

NOW THEREFORE, IT IS AGREED by and between Princeton and the Organization as follows:

1. **Use of Public Space.** Princeton is the owner of certain outdoor space on Witherspoon Street in Princeton known as "Hinds Plaza" (the "Property"). The Organization is hereby authorized and permitted to utilize a portion of the Property (the "Authorized Premises") for operation of an outdoor market at which local farmers and producers may bring and sell their goods to residents and members of the community (the "Farmers' Market"). The Authorized Premises is shown on Exhibit A attached hereto. The Organization shall be permitted to use the Authorized Premises specifically in accordance with the following:
 - a. The Organization shall be authorized to conduct a biweekly Farmers' Market open to the public on Thursdays beginning on January 8, 2026 and through April 23, 2026.
 - b. The Organization shall be authorized to conduct a weekly Farmers' Market open to the public on Thursdays beginning on May 7, 2026 and until November 19, 2026.
 - c. The Organization shall be authorized to conduct a weekly Farmer's Market open to the public on Thursdays in the month of December 2026 and until the Christmas holiday.
 - d. The Farmers' Market shall consist of vendors selected by the Organization, and the Organization shall be fully responsible for ensuring that the Farmers' Market and conduct of its vendors is in furtherance of the Organization's charitable purposes at all times.

- e. The Organization, through its designated vendors, shall be permitted to set up between 8 a.m. and 9 a.m. on the permitted Thursdays and complete removal of all of the Organization's and vendors' equipment and merchandise no later than 4 p.m. on the same day. The Farmers' Market shall be open to the public within these time frames.
- f. The Organization and its vendors are permitted to bring such equipment, along with their goods for sale, for use at the Authorized Premises during the Farmers' Market, such as tables, chairs and other necessary equipment to operate the Farmers' Market. All such equipment shall be removed no later than 4 p.m. each Thursday.
- g. The Organization shall apply for a Noise Permit from the Princeton Municipal Clerk in the event that music is amplified at the Farmers' Market.
- h. The Organization shall maintain the Authorized Premises in good repair. The Organization shall be responsible for ensuring that the Authorized Premises is clean and that all garbage, refuse and other waste from the Farmers' Market is removed and properly disposed of no later than 4 p.m. each Thursday. The Organization shall be permitted to utilize the same, including any available utilities, at no cost. Should there be any damage to or other issues with the Authorized Premises or the Property, the Organization shall notify Princeton as soon as reasonably possible.
- f. The Organization may also utilize temporary signage each Thursday for purposes of notifying the public of its presence and directing individuals to ingress and egress points; these signs shall be subject to the approval of Princeton prior to their use.
- g. The Organization shall be permitted to use six on-street Princeton parking spaces at no charge to the Organization for vendor parking, as identified on Exhibit A, as part of the Farmers' Market each Thursday. Princeton shall be responsible for placing meter bags on these meters, as necessary. Princeton shall also provide up to fifteen free parking transactions expiring at 5:00 p.m. at the Spring Street Garage to the Organization for purposes of enabling parking for vendors at the Farmers' Market each Thursday.
- h. The Organization shall be responsible for the conduct of its vendors and there shall be no contractual relationship between the vendors and Princeton. All communications regarding the Farmers' Market shall be between the Organization and Princeton only. The Organization shall communicate with Princeton during the term of this Agreement through the Deputy Director of Engineering and Infrastructure Operations, or their designee.
- i. The Princeton Chief of Police and Director of OEM shall each have the authority to suspend the Organization's use of the Authorized Premises or the Property, or any of the parking spaces identified in subsection g. above, for such time as may be necessary in the event of an emergency.

2. Term. This Agreement shall be effective immediately and shall continue until December 31, 2026.

3. Insurance; Indemnification.

- a. Prior to utilizing the Authorized Premises, the Organization shall furnish Princeton with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation and employer's liability insurance coverage (if

necessary) to cover injuries and damages resulting from the Organization's use of the Authorized Premises and operation of the Farmers' Market. The minimum limits shall be as follows:

- (1) Workmen's Compensation and Employer's Liability Insurance in accordance with the requirements of the General Laws of New Jersey and all other applicable laws and regulations; and
- (2) Commercial General Liability Insurance Including Contractor's Liability and Contractual Liability Insurance with a minimum combined single limit of \$1,000,000 for bodily injury and/or property damage per accident per occurrence. All liability coverage shall be on an occurrence basis; and
- (3) Comprehensive Automobile Liability Insurance, covering the Organization for claims arising from all owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000 for bodily injury and/or property damage each accident.

Princeton, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies except workers' compensation and professional liability. The Organization's Certificate of Insurance, which shall be maintained for the life of this Agreement, is attached hereto as Exhibit B.

- b. The Organization agrees to defend, indemnify and hold harmless Princeton, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Organization's use of the Authorized Premises.

4. Complete Agreement. This Agreement represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

Dawn Mount, Clerk

MUNICIPALITY OF PRINCETON

By: _____
Mark Freda, Mayor

WITNESS:

PRINCETON FARMERS MARKET

By: _____