

**RESOLUTION NO. 2019-9**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE HURON CHAMBER OF COMMERCE RELATIVE TO THEIR LAKE FRONT MARKET EVENT TO BE HELD AT LAKE FRONT PARK ON SATURDAY JUNE 8, 2019.**

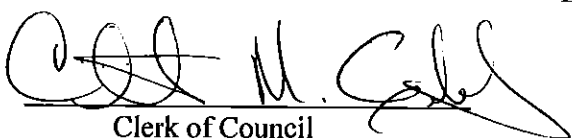
**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1:** The City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with the Huron Chamber of Commerce to utilize Lake Front Park for their Lake Front Market event to be held on Saturday, June 8, 2019, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

**SECTION 3:** This Resolution shall be in full force and effect from and immediately following its adoption.

  
\_\_\_\_\_  
Brad Hartung, Mayor

ATTEST:   
Clerk of Council

ADOPTED: 12 MAR 2019

## LICENSE AGREEMENT

**THIS AGREEMENT** made and entered into this 18 day of March, 2019 by and between **THE CITY OF HURON, OHIO**, an Ohio Municipal Corporation, hereinafter referred to as "City" and **THE HURON CHAMBER OF COMMERCE**, an non-profit entity, hereinafter referred to as Licensee.

**WHEREAS**, Licensee has submitted a request for an inaugural event known as the Lake Front Market; and,

**WHEREAS**, the City endorses events which promote the waterfront and city parks for the enjoyment of its citizens and visitors.

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The City hereby grants a license to Licensee to use the City owned property known as "Lakefront Park" for the event set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Lake Front Market on June 8, 2019.
2. This License is valid for June 8, 2019 and shall terminate immediately thereafter.
3. The City again agrees to waive the fee associated with the License . Licensee agrees to work with the City towards the establishment of a revenue sharing agreement equitable to each party and in recognition of the City's efforts on this issue. Waiver of the imposition of a utilization fee pursuant to this section shall not be considered as precedent in future negotiations for subsequent events.
4. This License Agreement shall accommodate the request to close those portions of Wall Street and Center Street as identified in Exhibit B. Licensee shall be responsible for the supervision of the closures to permit affected residents access.
5. The City hereby grants the placement of one (1) banner for advertising signage to be erected in the median area of U. S. Route 6/Center Street commencing on May 8, 2019 and removed on June 9, 2019.
6. Licensee, it's employees, volunteers, and vendors shall at all times during the pendency of this License comply with the Huron Codified Ordinances and Ohio Revised Code and shall secure in advance of event any necessary permits and authorizations for local or state agencies. This shall include, but not be limited to Department of Liquor Control, Erie County Health Department, and the Huron Fire Department.
7. The City shall have the option to terminate or modify this Agreement and license in the event the property being leased to the Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to whether or not the property is unavailable shall be decided by the Huron City Administration, notice of the meeting at which such termination is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

8. The City shall notify the Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee.

9. The City shall further have the right to terminate this Agreement, for any reason, upon ten (10) days written notice to Licensee. Similarly, Licensee shall have the right to terminate this Agreement, for any reason, upon ten (10) days written notice to Licensee. Timely notice of termination by either party shall relieve any financial obligation of Licensee to City.

10. The Licensee agrees to indemnify and hold the City harmless from any and all claims, demands, or suits arising or claimed to arise from its use or the use by participants, workers, vendors, invitees, guests, and spectators of the event as authorized by this Agreement and shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000) bodily injury and death; Fifty Thousand Dollars (\$50,000) property damage, which policies shall name City as an additional named insured. Licensee shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, prior to the opening event and a copy of such shall herein be attached and incorporated as Exhibit A. Such policy shall include a 30 day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of the any City equipment by the Licensee.

11. Licensee agrees to leave the park in the condition it was found prior to each use. Licensee understands that if the park is not left in the manner it was presented, the Licensee will be charged for any damages or clean up.

12. The rights and authority conveyed through this License shall not be assignable or transferrable by either party. This License shall not be recognized as valid, unless otherwise specified herein, for any sublease, subcontract or conveyance to another party regardless of whether said sublease, subcontract or conveyance is in exchange for compensation.

13. This License constitutes the entire Agreement between the parties and supersedes all prior or written agreements or understandings. This agreement shall only be amended in writing signed by both parties.

**IN WITNESS WHEREOF**, all parties have set their hands to duplicate copies of this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

HURON CHAMBER OF COMMERCE

CITY OF HURON, OHIO

\_\_\_\_\_  
Amy L. Roldan, Executive Director

\_\_\_\_\_  
Andrew D. White, City Manager

Approved as to Form:

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Law Director

**EXHIBIT A: REQUEST FOR LICENSE**

**EXHIBIT B: ROAD CLOSURE / EVENT LAYOUT**

**EXHIBIT C: LIABILITY INSURANCE**