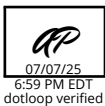




THIS USE AGREEMENT ("Agreement") is made this 13 day of June, **2025**, by and between Community Green Markets of North Florida, Inc., a Florida not for profit corporation d/b/a Haile Plantation Farmers Market ("MARKET"), and Haile Village Center Owners' Association, Inc., a Florida not for profit corporation ("HVCOA") (together, the "Parties") to allow the weekly farmers market operated by Community Green Markets of North Florida, Inc. under the name "Haile Plantation Farmers Market" to be conducted in the Haile Village Center pursuant to the following terms:

1. **Location of Venue.** That certain real property situated in Alachua County, Florida, includes the right of way/sidewalks and paved road surface from 52nd Way to 53rd Avenue, including the parking lot to the rear of and west of SW 91st Terrace and one storage room located in the structure adjacent to 5216 SW 91st Terrace (Yellow storage building). HVCOA may opt at any time to provide MARKET with 30 days' notice as it pertains to the use and discontinuance of this onsite storage room. The Association retains the right to inspect this space without advance notice.
2. **Use of Venue Fee:** For use of the venue and pursuant to this agreement and cooperative marketing efforts with HVCOA, MARKET agrees to pay HVCOA an annual service fee of three thousand and 00/dollars (\$3,000.00) per calendar year, plus any applicable sales tax. MARKET shall pay the fee in advance of each calendar year which starts on January 1st. Collected funds shall be delivered in person to 5230 SW 91 Drive Suite C Gainesville, FL 32608, payable to Haile Village Center Owners Association.
3. **TERM:** This Agreement shall begin on July 1, 2025 and end on December 31, 2028. Provided that MARKET is not in default of any terms under this Agreement, this Agreement may be renewed upon mutual agreement of HVCOA and MARKET for another term. If renewed, the renewal will be for a 3-year term, with an increase in the Venue Fee of three percent (3%). MARKET shall serve to HVCOA its Notice of Intent to renew the Agreement in writing no later than 90 days prior to the expiration of the current Agreement. Rent and other sums payable by MARKET to HVCOA under this Agreement, shall be paid to HVCOA, without deduction or offset at its management office, as provided in paragraph 2, above. Security Deposit: \$0.00
4. **Permitted Uses:** MARKET agrees to use the Venue solely for the purpose of facilitating a Farmer's' Market for local Farmers to offer and consumers to purchase Florida-grown farm-fresh product, plants, and Other Agricultural Products. MARKET may allow craft vendors to offer craft items for sale. MARKET may operate one or more food concessions to sell food and non-alcoholic beverages to customers provided MARKET complies with all state and federal guidelines that apply to the sale of these items. The MARKET events will be conducted weekly at the Venue, on Saturdays.
5. **Prohibited Uses:** Political Activities are not permitted. Special Events are not permitted without the prior written consent of HVCOA BOD, which consent will not be withheld unreasonably.
6. **Marketing:** HVCOA agrees to cause its Management Agent to promote with HVCOA owners the details of upcoming MARKET events on existing HVCOA portal communication systems. MARKET agrees to provide event information at least 7 business days in advance.





7. **Dates and Times:** The MARKET operates on Saturdays from 8:30AM-12:30PM. Set up may begin as early as **6:00 AM** and “take down” and cleanup must be completed no later than **3:00 PM**. *K101 Restroom code provided for MARKET VENDORS ONLY: MARKET agrees to clean and maintain this restroom and supplies on a weekly basis.
8. **HVCOA Business Owners or Renters:** Business owners (or their renters) who are current members of HVCOA may participate as vendors, free of charge. Management will obtain an event permit and all fees will be paid to HVCOA. These vendors will have a copy of their approved event permit while onsite, and they will be located in an area that is not reserved for this entity.
9. **CLEANUP:** MARKET agrees to clean up immediately after their weekly event; this does not include emptying the black public trash cans in the village. MARKET shall provide a rolling can for their vendors to use or direct them to trash receptacles specified by management. Cleanup shall be completed and all signed removed **no later than 3pm**. No hazardous materials (or disallowed materials to include but not limited to paint, construction debris, grease, or furniture) may be placed near or within HVCOA dumpsters at any time by MARKET. All trash must be placed in the community dumpster behind the restaurants located near the playground-Behind Bldg I- see site map.
10. **UTILITIES:** HVCOA acknowledges that the MARKET uses power from the yellow storage building. HVC does not agree to provide power if or when it fails and is not responsible for any contents within this storage room. MARKET may not use any other power source in HVCOA without express written consent from each individual property owner, which HVCOA and its representatives do not require such documentation. In the event that MARKET or its vendors requires the use of extension cords, all safety precautions should be used to prevent trip hazards. Cones, Caution signs, cord covers, or other such safety barriers should be provided by MARKET and used to minimize tripping over cords during the use of the venue.
11. **INCIDENTS:** All incidents, accidents, and injuries must be reported immediately to Bobbie Jo Blackwell, Association Manager. The association office number is 352-561-3327. (Call or text).
12. **ON SITE MANAGEMENT:** A designated representative for MARKET should be onsite for each event and their contact information provided to HVCOA Management.
13. **NOTICES:**

All Notices to MARKET shall be directed via email to any board member and/or U.S. Mail to:

Community Green Markets of North Florida, Inc.
c/o Pam Worsham
627 N Main Street
Gainesville, Florida 32601
email: hailefarmersmarket@gmail.com
Or to such other authorized representatives as the Parties may provide.

All Notices to HVCOA shall be directed via Certified Mail to:

Haile Village Center Owners Assn.





c/o Bobbie Jo Blackwell
P.O. Box 693 Newberry, FL 32669
Or to such other authorized representatives as the Parties may provide.

14. MUTUAL INDEMNITY:

- a) MARKET agrees to protect, defend, indemnify and hold harmless the HVCOA and its agents and employees (collectively "HVCOA") from and against any and all losses, penalties, damages, settlements, costs, charges, reasonable attorney's fees, all costs, arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising from this Agreement or MARKET's use of the Venue. MARKET agrees to provide defense for and defend any such claim at its sole cost and expense. This provision shall survive termination or expiration of this Agreement.
 - b) HVCOA agrees to protect, defend, indemnify and hold harmless the MARKET and its agents and employees (collectively the "MARKET") from and against any and all losses, penalties, damages, settlements, costs, charges, reasonable attorney's fees, all costs, arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising from HVCOA's ownership and/or duties to maintain and repair the Venue, or from the use by HVCOA's Business Owner vendors of the Venue or areas nearby. HVCOA agrees to provide defense for and defend any such claim at its sole cost and expense. This provision shall survive termination or expiration of this Agreement.
15. **INSURANCE:** MARKET agrees to maintain general liability insurance, having a coverage limit of \$1 million per person and a combined single limit of no less than \$2 million for any one occurrence, naming HVCOA as additional insured, and to commence such coverage from the date of this agreement is signed. MARKET shall not be responsible for injuries and damage directly related to known, or pre-existing property conditions. MARKET agrees to notify management immediately and in writing (via certified mail) of any concerns related to conditions on or near their venue.
16. **STORAGE UNIT IN YELLOW BUILDING:** HVCOA agrees to allow MARKET to use the current storage room (at no additional charge) in combination with use of this venue. HVCOA Management representatives may inspect this storage space without prior notice, for the purpose of inspecting the physical condition of the storage unit or its contents. HVCOA does not agree to make repairs, alterations or additions to the storage room and is not responsible for the contents. MARKET is not responsible for maintenance and repair of the storage unit described in this paragraph.
17. **SIGNS:** Temporary signage advertising the Farmer's Market may be placed by MARKET on the date of the weekly event and at the sole cost of MARKET. Temporary signage may be placed in the rights of way and throughout the HVCOA premises on days in which the Farmer's Market is open for business and must be removed at the conclusion of its event.
18. **ASSIGNMENT, SUBLETS:** MARKET may not sell, assign, or transfer this agreement.
19. **RELATIONSHIP OF THE PARTIES:** Nothing in this agreement shall be deemed or construed to create a partnership, joint venture, common scheme or design, or a principal-agent relationship.





20. MARKET application, rules, and regulations: a copy will be provided to HVCOA and edited versions will be provided within 30 days of their effective date. MARKET agrees to enforce their provided vendor rules and regulations, screening criteria, and other written member guidelines.
21. **DEFAULT:** In the event of default by either Party, the aggrieved or damaged party may pursue all remedies in court that are available under Florida law, whether legal or equitable.
22. **ENTIRE AGREEMENT.** This Agreement, when fully executed, shall be the only agreement between the parties and all other prior agreements whether in writing or verbal shall be superseded and of no force and effect. Any amendments to this Agreement must be reduced to writing and executed by the party intending to be bound.
23. **ENFORCEMENT.** In any action to interpret or enforce this Agreement in court, the prevailing party shall be entitled to an award of reasonable attorney's fees, all costs whether taxable or not, interest, and the costs of collection plus interest. Any such action will commence in a court of competent jurisdiction in Alachua County, Florida.

IN WITNESS THEREOF, the Parties have executed this Agreement in Alachua County, Florida as of the day and year first written above.

**COMMUNITY GREEN MARKETS
OF NORTH FLORIDA, INC.**

**HAILE VILLAGE CENTER
OWNERS ASSOCIATION, INC.**


dotloop verified
07/07/25 6:59 PM EDT
GXE4-830A-8FLB-S5YL
President

Anaelys Puig, MARKET Board President
Printed Name


dotloop verified
06/16/25 3:11 PM EDT
EETC-BFSN-SNYE-KNKN
President

Jeff Price
Printed Name 06/13/2025

