Lehigh University Participation Agreement

This Participation Agreement (the “Agreement”), effective as of ____________, 2015 (the “Effective Date”), is by and between Lehigh University, a Pennsylvania nonprofit corporation (“Lehigh”) and the Participant identified on the signature line below (the “Participant”).

WHEREAS, Lehigh is sponsoring the Bethlehem Farmers’ Market at Campus Square (the “Farmers’ Market”), which will be held at New and Morton Streets each Thursday (rain or shine) from 11:00 am-3:00 pm beginning May 7th 2015, and ending on October 29th, 2015; and

WHEREAS, the Participant desires and Lehigh agrees to allow the Participant to occupy space at the Farmers Market for the purpose of selling food and/or beverages (“Goods”); and

WHEREAS, in order to occupy such space, the Participant is required to agree to the terms and conditions set forth below.

NOW THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. The term of this Agreement will begin on the Effective Date and will end at the conclusion of the last day that the Farmers’ Market is open in the calendar year 2015, unless terminated earlier by Lehigh.

2. The Participant understands and agrees that, in occupying the space, it must comply with all federal, state and local laws, as well as University policies. This includes, but is not limited to, safety and fire codes, as well as regulations regarding public health, safety, and welfare. The Participant is responsible for obtaining any special permits (including the City of Bethlehem Health Permit) or approvals necessary for the sale of its Goods.

3. The Participant understands and agrees that Lehigh will not be responsible for any injury, loss, or damage that may occur to the Participant or its Goods.

4. The Participant hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify, and save Lehigh, its officers, directors, employees, and agents harmless against all claims, losses, or damages to persons or property, governmental charges or fines and attorneys’ fees arising out of or caused by Participant’s use of space or its participation in the Farmers’ Market.

5. Participant shall obtain and maintain, at Participant’s own expense during the term of this Agreement, Commercial General Liability Insurance naming Lehigh University as an
Additional Insured, subject to a combined single limit of at least One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate for bodily injury and property damage. The Participant shall provide a Certificate of Insurance to Lehigh evidencing the coverage described above prior to Participant’s use of space at the Farmers Market. Please forward the Certificate of Insurance to the following address by March 20, 2015:

Monika Samuelsson  
Lehigh University Business Services  
516 Brodhead Avenue  
Bethlehem, PA 18015

6. Lehigh may terminate this Agreement upon ten (10) days prior written notice to the Participant.
7. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
8. The Participant agrees to adhere to the 2015 Rules and Regulations of the Bethlehem Farmers’ Market, incorporated by reference and attached hereto as Exhibit A. Failure to do so, as determined by Lehigh, may result in termination of this Agreement by Lehigh.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be executed by their duly authorized representatives as of the date set forth above.

LEHIGH UNIVERSITY  
By: __________________________  
Name: __________________________  
Title: __________________________

PARTICIPANT:  
By: __________________________  
Name: __________________________  
Title: __________________________  
Address: __________________________

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