

**ANKENY MARKET PLACE
LICENSE AGREEMENT**

BASIC TERMS:

Property: 25 SW 1st Ave, Portland, Oregon

Licensor: Ankeny Market Place
11715 S.W. 134th Terrace
Tigard, Oregon 97223

Vendor: _____

Vendor's Trade Name: _____

Vendor's Address: _____

Vendor's Telephone Number _____

Vendor's E-Mail _____

Space: No. _____

Discount if Applies _____

Weekend Use Fee (Circle One) \$_____ per day- Saturday/Sunday

\$_____ per weekend

\$_____ per month

Monthly Contract

Yearly Contract

Start Date: _____, 2019

End Date: _____, 2019

Initial Costs: \$_____ Weekend Use Fee

\$_____ Security Deposit (If required)

\$_____ **Total Initial Costs**

Paid By; Cash _____, **Check #** _____, **CC** _____ (last 4 digits), **for official use only**

Products to be sold- _____

DATED: _____, 2019

VENDOR _____

Ankeny Market Place

Please be advised that power cords provided are not GFCI protected. OCHA requires power cords to be used to be GFCI protected devices. AMP requires our Tenants to provide their own GCFI devices.

By: _____
Lisa Hamel, Owner

The terms of the attached Agreement are a part of this License Agreement. Please read the terms of the attached Agreement carefully.

AGREEMENT

USE OF SPACE. This Agreement shall be effective after it has been signed by Vendor and Licensor and shall commence on the Start Date and continue until the End Date (the "Term"). Vendor shall have the right to use the type of space identified in the Basic Terms (the "Space") for the Permitted Use and for no other purpose subject to any rules and regulations adopted by Licensor from time to time. Vendor's use of the Property and all activities of Vendor on the Property must comply, in all regards, with the limitations and conditions of use applicable to Licensor pursuant to the terms of a lease agreement with Licensor and the with respect to the Property (the "City Lease"). Only products listed in the Permitted Use section of this Agreement may be sold or displayed at the Property by Vendor. If Vendor desires to sell or display additional or new products at the Property, Vendor must obtain Licensor's written permission for such new products, which permission may be denied in Licensor's sole discretion.

CONSIDERATION. On or before the Start Date, Vendor shall pay the Initial Costs to Licensor. Thereafter, Monthly Vendors on the first Saturday of each calendar month of the Term, Vendor shall prepay to Licensor the full Weekend/Weekday, or Monthly Use Fee and the full owed for such calendar daily/monthly at the address set forth above, or any other address Licensor may designate in writing from time to time. If Vendor does not use the Space for all or any portion of the Term, no portion of Use Fee or any other amounts paid to Licensor pursuant to this Agreement will be returned to Vendor.

SECURITY DEPOSIT. On or before the Start Date, if the Permitted Use includes the sale or preparation of food or beverages, Vendor shall pay Licensor a security deposit in the amount set forth in the Basic Terms. At any time, Licensor may apply the security deposit to pay the cost of performing any obligation of Vendor under this Agreement. Licensor may comingle the security deposit with Licensor's other funds and is not required to pay any interest to Vendor on such amount. Licensor shall refund to Vendor any unapplied balance of the security deposit within 30 days after the expiration or termination of this Agreement.

HOURS OF OPERATION. Payment of the Weekend Use Fee entitles Vendor to use the Space on Saturday and Sunday during the Term during the regular business hours of the Property, as established by Licensor from time to time. In no event will Vendor have access to the Property, the Space, or its property located on the Property outside of the regular business hours of the Property. Vendor may only occupy the space assigned to the Vendor and agrees to occupy the Space and to be open and staffed during all regular business hours of the Property during the term of this Agreement. If Vendor fails to occupy its Space during the regular business hours of the Property, Licensor may, at its option, occupy or cause the Space to be occupied and released in such manner as it desires, in its sole discretion.

INSPECTIONS. Licensor reserves the right to inspect the Space and Vendor's booth and inventory at any time and

without notice for the purpose of inspecting Vendor's compliance with the terms of this Agreement and the applicable rules and regulations.

TRASH AND LITTER. Vendor will be required to keep the Space and its booth free of garbage and in a neat, orderly, and clean condition. If Vendor sells or prepares food or beverages on the Property, Vendor shall dispose of all grease and greywater in accordance with all applicable laws, regulations, ordinances, and rules, and in no event, may Vendor dispose of grease or greywater on the Property.

FOOD. Even if Vendor's Permitted Use includes food preparation or handling, Vendor may not prepare food on the Property unless the Property is equipped with any ventilation or exhaust system required by Law in connection with such preparation. Licensor has no obligation to install, repair, or maintain any ventilation or exhaust system on the Property. Vendor has no right to install any ventilation or exhaust system on the Property without Licensor's consent.

COMPLIANCE WITH LAWS. In connection with the use of the Space and the Property, Vendor and the Vendor Parties must comply with all applicable laws, regulations, ordinances, orders, notices, requirements, and rules, including, without limitation, any laws related to fire suppression, use of the Property or food preparation, handling, and safety (the "Laws"). In no event may Vendor or any of the Vendor Parties bring upon, dispose of, emit, manufacture, refine, produce, handle, process, store, or otherwise release in, on, under, or about the Property, any hazardous or toxic substance, material, or liquid, including, without limitation, materials and wastes that are or become regulated under local, state, or federal law.

LICENSES AND PERMITS. Vendor shall obtain, at its sole cost and expense, all necessary state, county, and municipal licenses or permits required with respect to Vendor's use of the Space or operation of its business in the Space, including any permits or licenses required to be obtained by any of the Vendor Parties. Vendor shall provide Licensor a copy of all required licenses or permits of Vendor or the Vendor Parties upon request.

RULES AND REGULATIONS. Vendor and all of the Vendor Parties must comply with all rules and regulations adopted or modified by Licensor from time to time relating to the operation, use, maintenance, and repair of the Property and the improvements thereto, including, without limitation, rules and regulations related to use of the common areas, maintenance of the common areas, set-up times and procedures, noise levels, and crowd control (the "House Rules"). A breach by Vendor or any of the Vendor Parties of any House Rule shall be treated as a breach of this Agreement.

CONDITION OF VENDOR'S BOOTH AND OTHER PROPERTY. At all times, and at Vendor's sole cost and

expense, Vendor must maintain its booth and all other equipment, fixtures, or personal property brought onto the Property by Vendor or the Vendor Parties in good condition and repair. No permanent structures may be placed on the Property by Vendor and all property or equipment placed on the Property by Vendor must be removed by Vendor as required by the House Rules. No signage shall be placed outside Vendor's Space. All signage is subject to Licensor's written approval with respect to size, location, and design. Vendor shall not create or allow the Vendor Parties to create hazards or nuisances in, on, or about the Property, or place any objects or obstructions in aisles, walkways, common areas, or other parts of the Property.

SECURITY. Licensor has no obligation to provide security or security measures for the Property. Vendor acknowledges that it is its responsible, at its sole cost and expense, to undertake any measures it deems reasonable to protect, secure, or insure any property brought onto the Property by Vendor or the Vendor Parties.

EQUIPMENT PROVIDED. Licensor will provide only the Space. Vendor will be responsible to provide all other equipment, trade fixtures, materials, and supplies, and personal property necessary for the operation of Vendor's business. Vendor acknowledges that there is no running water or public restrooms available at the Property.

INSURANCE. Vendor shall maintain in full force and effect during the Term, a commercial general liability insurance (occurrence version) with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payments with a general aggregate limit of not less than \$1,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of activities and operations of Vendor and the Vendor Parties on the Property, including, without limitation, food preparation and handling, if applicable. Such insurance shall provide coverage for the indemnification obligations of Vendor hereunder and shall name Licensor as additional insureds. Vendor shall provide Licensor with a certificate evidencing such coverage prior to the Start Date. Such policy must provide that it cannot be cancelled or modified without at least 30 days advance written notice to Licensor. Additionally, Vendor must provide workers compensation insurance for all workers, as required by law.

INDEMNIFICATION. Vendor agrees to indemnify, defend, and hold Licensor, employees, contractors, agents, and invitees harmless, from and against any and all claims, actions, suits, attorneys' fees, judgments, demands, liabilities, damages, costs, and expenses, arising out of or in any way related to (a) the use or occupancy of the Property by Vendor or any of the Vendor Parties, (b) the operations of Vendor or any of the Vendor Parties, (c) the failure of Vendor or any of the Vendor Parties to comply with the terms of this Agreement or any Laws, (d) any damage to the Property caused by Vendor or any of the Vendor Parties, (e) any act or omission of Vendor or any of the Vendor Parties, (f) the loading or unloading activities of Vendor or any of the Vendor Parties, (g) the use or disposal of grease or grey water by Vendor or any of the Vendor Parties on or about the Property, or (h) injury or death to Vendor or any Vendor Party in, on, or about the Property. The provisions of this

Section shall survive the termination or earlier expiration of this Agreement.

NO ASSIGNMENT. Vendor shall have no right to assign this Agreement or sublease or otherwise confer any right to use the Space or any of Vendor's rights under this Agreement to a third party. Vendor shall have no right to encumber or otherwise pledge Vendor's rights under this Agreement as security for any obligations of Vendor.

NO LIENS. Vendor shall not allow any liens to be placed upon any portion of the Property as a result of materials or services provided to or for the benefit of Vendor.

RIGHT TO CLOSE FOR VIOLATIONS. Licensor may immediately terminate Vendor's rights under this Agreement if Vendor violates any term of this Agreement or any of the House Rules. In such event, Vendor shall have no recourse against Licensor, including no recourse with respect to any sums previously paid to Licensor under the terms of this Agreement. Such a termination will terminate the right of Vendor to use the Space but will not release Vendor from the obligation to pay Licensor any sum due under this Agreement nor will it terminate any provision which, by its terms, specifically survives expiration or termination of this Agreement.

OTHER REMEDIES. Vendor agrees to pay Licensor all expenses that it incurs in connection with the collection of any sum due hereunder, including reasonable attorney's fees. In the event Vendor fails to pay the Weekend Use Fee/Daily/Monthly Fee(if applicable), or any other sum due Licensor within five days after it is due, Licensor may impose a late fee equal to 10 percent of the total amount past due and may impose an interest charge at the rate of 18 percent per annum (or the maximum lawful amount of interest) from the date such amount was incurred (or became past due) until paid. In addition to any late fee or interest payable under this Agreement, in the event any payment from Vendor to Licensor is returned to Licensor unpaid, Licensor may impose a \$25 NSF fee. In the event Vendor fails to perform any of its obligations under this Agreement, Licensor shall have all rights and remedies available at law or equity. Licensor has the right to remove, without compensation or liability to Vendor, (a) any item or product not listed in the Permitted Use or otherwise approved by Licensor, or (b) any item or product inconsistent with the terms of this Agreement or the House Rules.

NO HOLDOVER. Vendor shall have no right to occupy any portion of the Space or the Property and must remove all of its personal property from the Property following the expiration or earlier termination of this Agreement. Licensor may eject Vendor and the Vendor Parties from the Property following the expiration or earlier termination of this Agreement. If Vendor fails to remove any of its personal property following the expiration or earlier termination of this Agreement, such property shall be deemed to have been abandoned by Vendor and may be retained by Licensor or disposed of by Licensor. Vendor agrees to reimburse Licensor for any and all costs included in removing or disposing of any of Vendor's abandoned property.

NON-WAIVER OR PROVISIONS. Time is of the essence with respect to each and every provision of this Agreement. The failure of Licensor to insist, in any one or more instances, upon the strict performance of the terms of the Agreement, will not be construed as a waiver or relinquishment of Licensor's right to demand strict performance of such obligation in the future. Licensor shall not be deemed to have waived any breach of Vendor unless Licensor waives such breach in writing.

NO OTHER AGREEMENTS. No understanding or agreement exists between the parties with respect to the Space or the Property except as set forth in this Agreement. The terms of this Agreement may not be modified or amended except by the written agreement of the parties.

NO LIABILITY. Neither Licensor nor any of their, employees, or agents shall be liable for any injury to the goods, stock, merchandise or any other property of Vendor or any of the Vendor Parties in, on, or about the Property including but not limited to damage by fire, explosion, vandalism, theft, arson, water, defects in the construction or maintenance of the Property in which the Property is located, or any other cause. Vendor hereby assumes all risk of damage to the property of Vendor and the Vendor Parties and injury or death to Vendor and the Vendor Parties, in, upon or about the Property from any cause and waives all claims in respect thereof against Licensor, employees, and agents.

TERMINATION OF THIS AGREEMENT. In the event for any reason that the Lease is terminated, this Agreement shall automatically terminate on the date of the termination and Licensor shall return to Vendor any Weekend/Daily/Monthly Use Fee already paid by Vendor for any unexpired portion of the Term. If the Term is for longer than six months, Vendor may terminate this Agreement at any time by providing at least 30 days' advance written notice to Licensor of such termination to Vendor and paying a termination fee equal to Vendor's monthly Weekend Use Fee and, if applicable, Vendor's monthly Weekly Use Fee.

TEMPORARY CLOSURES. In Licensor's sole discretion, Licensor may cancel any business day or shorten any scheduled business hours in connection with weather concerns or safety concerns. Licensor will attempt to give Vendor reasonable notice in connection with the cancelation or shortening of any scheduled business day or business hours. If an entire business day is canceled, Vendor will receive a credit on its account equal to the use fee paid by Vendor attributable to such business day. Vendor will not receive a credit or have any recourse against Licensor for shortening any regularly scheduled business.

