

LICENSE AGREEMENT

Date: February 14, 2017

The following provisions are an integral part of this License Agreement (“Agreement”), and may be hereinafter supplemented.

- 1. LICENSOR:** County of San Bernardino on behalf of
Arrowhead Regional Medical Center
ADDRESS: 400 North Pepper Avenue
Colton, CA 92324

PROPERTY MANAGER: William L. Gilbert, Director
TELEPHONE NUMBER: (909) 580-6150
FACSIMILE: (909) 580-6196
- 2. LICENSEE:** Southland Farmers’ Market Association
ADDRESS: P.O. Box 858
Topanga, CA 90290

ATTENTION: Howell Tumlin
TELEPHONE: 310-455-0181
FACSIMILE: N/A
- 3. LICENSE AREA (“PREMISES”):** That “cross-hatched” space indicated on the site plan attached hereto as Exhibit A, comprising approximately 500 square feet of space.
- 4. TERM:** The term of this Agreement shall be for a period of 12 months, commencing March 25, 2017, and terminating on March 24, 2018 (unless sooner terminated as provided herein or pursuant to law).
- 5. LICENSEE’S TRADE NAME: Southland Farmers’ Market Association**
- 6. USE:** LICENSEE shall use the PREMISES solely for the operation of a Certified Farmers’ Market (subject to terms and conditions as set forth herein). Either party may revoke this License at any time and terminate this License Agreement, with thirty (30) days prior written notice to the other party.
- 7. HOURS OF OPERATION:** The Premises shall be operated as a Farmers’ Market every Wednesday, from 8:00 AM to 1:00 PM during the term of this Agreement; times of the market may vary upon mutual agreement by both parties.
- 8. RULES AND REGULATIONS:** LICENSEE agrees to comply with all applicable laws, rules, regulations, and orders of governmental authorities having jurisdiction, and all applicable rules and regulations of LICENSOR, as same may be amended by LICENSOR from time to time.

9. **GOVERNMENTAL APPROVALS / FEES:** LICENSEE agrees it will not use or suffer or permit any person or persons to use the Premises or any part thereof for any purpose other than for a Certified Farmers Market or for any purpose in violation of applicable local, state or federal laws, ordinances, rules, and regulations, including, without limitation, any requirements of the City and County in which the Premises is situated. LICENSEE shall, at its sole cost and expense, procure all permits, licenses and approvals necessary from governmental authorities or others to permit the Premises to be used for the purposes intended herein. Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than new income or franchise tax) upon or against this License, the execution hereof and/or any rentals payable by LICENSEE to LICENSOR, either by way of substitution for or in addition to any existing tax on land and buildings or otherwise, and whether or not evidenced by documentary stamps or the like, LICENSEE agrees to be responsible for and to pay such tax, excise and/or assessment, or to reimburse LICENSOR for the amount thereof, as the case may be.

10. **MAINTENANCE OF PREMISES:** During the term hereof, the Premises and common area of the Farmers' Market within a 25' radius of the Premises shall be kept by LICENSEE in a clean and wholesome condition, free of any objectionable noises, odors or nuisances (in the sole judgment of LICENSOR) and that LICENSEE shall comply fully with, in all respects and at all times, all health, safety and police regulations. If LICENSEE fails to do so, LICENSOR shall have the right to do so and LICENSEE shall reimburse LICENSOR for the cost thereof. In the event LICENSEE fails to remove any merchandise, inventory, furniture, goods, wares or other property located in or on the Premises after the Farmers' Market hours, LICENSOR may retain all such property at the Premises or dispose of such property at its sole discretion without any liability to LICENSEE.

11. **ALTERATIONS:** LICENSOR makes no representation to LICENSEE as to the suitability of the Premises for the purposes contained herein and LICENSEE accepts the Premises in "as is" condition. LICENSOR shall have no obligation at any time during the term of this Agreement to make any changes or repairs to or improvements of the Licensed Premises.

12. **INDEMNIFICATION:** LICENSEE agrees that it occupies the Premises at its sole risk and hereby covenants and agrees to hold harmless, indemnify, and defend LICENSOR from and against any and all liability, costs (including but not limited to, costs of suit and reasonable attorney's fees incurred in our defense and/or settlement of claims), from and against all claims, demands, actions, causes of action, penalties, judgments, and liabilities of every kind and description for personal injury and/or death and damages to and/or loss of property, which claims are caused by, arise from, or grow out of LICENSEE'S use, presence, or occupancy of any of the properties being utilized by LICENSEE.

13. **INSURANCE:** LICENSEE agrees to keep in full force and effect during the entire term of this Agreement, at its cost, a policy for comprehensive general liability and property damage insurance with the combined single limit of \$2,000,000.00 (two million dollars) excess coverage umbrella insurance policy for personal injury, death and property damage. Certificates evidencing said insurance have been delivered to LICENSOR prior to the effective date of this agreement. Said policies shall name LICENSOR, as an additional insured, and shall provide that said policies may not be cancelled or be permitted to expire without the insurer giving at least fifteen (15) days prior written notice to LICENSOR as set forth in above entitled "Indemnification."
14. **ADDITIONAL INSURED:** LICENSEE agrees that all policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
15. **WAIVER OF SUBROGATION RIGHTS:** LICENSEE shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Licensee and Licensee's employees or agents from waiving the right of subrogation prior to a loss or claim. The Licensee hereby waives all rights of subrogation against the County.
16. **ASSIGNMENT:** LICENSEE shall have no right to assign or otherwise transfer its interest in this Agreement or enter into any sublease, concession or license of the Premises.
17. **HAZARDOUS SUBSTANCES:** LICENSEE shall not cause or allow the generation, treatment, storage, or disposal of Hazardous Substances on or near the Premises. "Hazardous Substances" shall mean (i) any hazardous substance as that term is defined in the Comprehensive Environment Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended, (ii) any hazardous waste or hazardous substance as those terms are defined in any local, state or federal law, rule, regulation or ordinance applicable to the Premises, or (iii) petroleum, including crude oil or any fraction thereof.
18. **ATTORNEY'S FEES AND COSTS:** LICENSEE agrees that in the event that any default by it in the performance of any of the terms, conditions, or obligations of this Agreement requires the LICENSOR, in the exercise of its sole discretion, to engage the services of an attorney to enforce compliance by the LICENSEE with the terms, conditions, and obligations hereof, LICENSEE agrees to reimburse LICENSOR for any and all reasonable legal fees and expenses.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties, and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement may be changed or modified only by a writing executed by the party against whom enforcement thereof is sought.

In witness whereof, the parties hereto have executed this License the day and year first above written.

LICENSOR:

County of San Bernardino on behalf of
Arrowhead Regional Medical Center

Robert A. Lovingood, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN TO THE BOARD
Laura H. Welch
Clerk of the Board of Supervisors
Of the County of San Bernardino

By: _____
Deputy

LICENSEE:

By: _____
Name: Howell Tumlin
Title: Executive Director
Southland Farmers' Market Association

EXHIBIT A

VIOLET DR.

