

**LICENSE AGREEMENT
FOR FARMERS MARKET AT MIRACOSTA COLLEGE, SAN ELIJO CAMPUS**

THIS LICENSE AGREEMENT for Farmers Market at MiraCosta College, San Elijo Campus ("Agreement") is entered into as of December 1, 2022 by and between MiraCosta Community College District ("Licensor") and Cardiff-by-the-Sea Chamber of Commerce, Inc. DBA Cardiff 101 Main Street, a California non-profit corporation ("Licensee") with reference to the following Recitals:

RECITALS

WHEREAS, Licensor is the fee owner of certain real property commonly described as 3333 Manchester Avenue, Cardiff-by-the-Sea, CA 92007 ("Property") upon which the Licensor's MiraCosta College, San Elijo Campus is located.

WHEREAS, the Property is improved; the improvements on the Property include parking lots designated as SAN1, SAN2 and SAN3 which are identified in the San Elijo Campus Map attached hereto as Exhibit A.

WHEREAS, SAN1, SAN2 and SAN3 are collectively referred to in this Agreement as the "License Area".

WHEREAS, Licensee has determined that the License Area is suitable for operating a weekly public marketplace offering certified farmers market products, prepared food/beverage products, craft products, services and related activities ("the Market").

WHEREAS, Licensee is a California registered non-profit corporation in good standing.

WHEREAS, Licensee possesses special skills, knowledge and experience in organizing and operating farmers markets and special events held in conjunction with farmers markets.

WHEREAS, Licensee desires to license from Licensor and Licensor desires to license to Licensee the License Area for the purpose of operating the Market in accordance with applicable laws, codes, ordinances, regulations, rules or orders (collectively the "Laws") including those promulgated by the State of California, Licensor of San Diego and City of Encinitas.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and Licensee hereby agree as follows:

1. License Area.

1.1. Grant of License. Licensor grants Licensee a License for use of the License Area and the Licensee accepts the License to use the License Area upon the terms set forth in this Agreement. During Market Hours: (i) Licensee and Vendors shall have exclusive use of the portions of the SAN1 and SAN2 portions of License Area (SAN2 is referred to in this Agreement as the Market Section and SAN1 is referred to in this Agreement as the Vendor Parking Section); and (ii) Licensee and market patrons shall have non-exclusive use of the SAN3 portion of the License Area (which is referred to in this Agreement as the General Parking Section).

1.2. Market Days and Hours. Licensee shall have the right to use the License Area every Saturday ("Market Days") during the Term between 8:00 AM and 4:00 PM ("License Area Use Hours") for conducting the Market. Use of the License Area during License Area Use Hours shall be as follows:

Vendor/Market Set-Up	8:00 AM to 10:00 AM
Market Hours	10:00 AM to 2:00 PM
Vendor/Market Tear-Down	2:00 PM to 4:00 PM

During the times designated for Vendor/Market Set-Up and Tear-Down, Licensee shall permit Vendors access to the License Area only for purposes of setting up or tearing down Vendor Booths. Sales shall not be permitted during the time designated for Vendor/Market Set-Up and Tear-Down. Licensee shall prohibit Vendors from sales of any goods or services in the License Area except during the Market Hours. Licensee shall require Vendors to terminate all sales in the License Area as of expiration of the Market Hours. During the time established for Vendor/Market Tear-Down, Licensee shall restrict Vendors access to the License Area to tear-down of Vendor Booths.

- 1.3. Market Section, Vendor Parking Section and General Parking Section of the License Area. Licensee use of portions of the License Area designated as Vendor Parking Section, Market Section and General Parking Section shall be as set forth herein. The portions of the License Area designated as the Vendor Parking Section, Market Section and General Parking Section are identified in Exhibit B hereto.
 - 1.3.1. Market Section Uses. The Market Section of the License Area shall be used only for operating the Market and Food Truck services. Layout of the Market Section shall be in accordance with Exhibit C to this Agreement.
 - 1.3.2. General Parking Section Uses. The General Parking Section shall be used for Market patrons' vehicle parking during Market Hours. Licensee shall be responsible for placing necessary signage directing Market patrons to park vehicles in the General Parking Section of the License Area. Parking in the General Parking Section is not for the exclusive use of Licensee, Vendors or Market patrons; use of parking spaces in the General Parking Section is available for general public use on a "first come-first serve" basis. Licensee acknowledges that Licensee use and occupancy of the Vendor Parking and General Parking Sections of the License Area is not exclusive to Licensee.
 - 1.3.3. Vendor Parking Section Uses. The Vendor Parking Section shall be used only for parking Vendor vehicles during Market Hours. During the Term or the Renewal Term, Licensee may use the portion of the Vendor Parking Section identified in Exhibit B for placement of trash dumpsters and bulk receptacles for recyclable and compostable items (collectively "Dumpsters") for disposal of trash, rubbish, recyclable items and compostable items. Licensee shall not permit Vendors to park vehicles or place other items in the Vendor Parking Section that impede access to the Dumpsters. Licensee shall be permitted to leave Dumpsters in the location indicated in Exhibit B on non-Market Days, provided that Licensor shall not be responsible for loss, theft, destruction or vandalism of the Dumpsters.
- 1.4. No Other Use of the License Area or the Property. Except for use of the License Area during License Use Hours, Licensee shall not have the right to use or occupy any other portion of the Property. During License Use Hours, Licensee shall implement necessary measures to inform its employees, agents, representatives, Vendors and Market patrons that use and occupancy of the Property is limited to the License Area. Licensee shall implement such measures as necessary to prevent employees, agents, representatives, Vendors and Market patrons from use or occupancy of other portions of the Property.
- 1.5. Licensee Acknowledgments. Licensee acknowledges that: (i) prior to entering into this Agreement, Licensee has conducted such inspections of the License Area it deems prudent, necessary or appropriate; and (ii) Licensee accepts the License Area in its "AS IS" condition with all faults and defects whether known, unknown, latent or patent.
- 1.6. License of License Area Without Warranties or Representations. Licensor has not made and is not making, and Licensee, in entering into, executing and delivering this Agreement, is not relying upon, any warranties, representations, promises or statements

of the Licenser relating to the Property or the License Area, except as expressly set forth in this Agreement. Licenser's representations relating to the License Area and the Property are limited to the following: (i) fee title to the Property upon which the License Area is situated is held Licenser free and clear of claims, liens or encumbrances; and (ii) subject to ratification of this Agreement by the Governing Board of the Licenser, Licenser has the full right, power and authority to enter into this Agreement and to license use of the License Area to Licensee upon the terms and conditions set forth herein. Except as expressly set forth above, there are no other warranties or representations of the Licenser to Licensee relating to the Property, License Area or Licensee's license of the License Area.

- 1.7. Licenser Reserved Rights. During the Term of this Agreement, the Licenser reserves the right to: (i) use the License Area for other Licenser purposes except during Market Days and Market Hours; and (ii) use areas beneath, adjacent to and above the License Area, including without limitation, the right to install, use, maintain or replace equipment, machinery, pipes, conduit, wiring or other similar items/equipment/materials in, on, about or through the License Area, during Licensee's use of the License Area, provided that such uses do not materially and unreasonably interfere with the Licensee's use and occupancy of the License Area for conducting the Market.

1.8. Licenser License Area Rights.

- 1.8.1. General. Notwithstanding Licenser's license of the License Area to Licensee, Licenser may, in its sole discretion, modify the size, shape, location or extent of other improvements on the Property (including without limitation, all portions of the License Area) without liability to the Licensee or consent of the Licensee, provided that such modifications, additions or deletions do not materially modify the License Area and do not materially impair Licensee's use/occupancy of the License Area.

- 1.8.2. District Use of License Area. The License Area will not be available for Licensee use during the following times:

Early August	MiraCostaCollege WelcomeFest
Late August	MiraCostaCollege AugustFest
September, 2 nd Saturday	Greek Festival
May, 3 rd Saturday	San Diego Century Bicycle Tour

Licenser will provide Licensee with sufficient advance notice of the specific Market Dates affected by the foregoing events for Licensee notification to Market Vendors and patrons. To the extent a Market Day is rescheduled or cancelled on account of the foregoing Licenser events, the License Fee shall be adjusted in accordance with Paragraph 1.8.4 of this Agreement.

- 1.8.3. Photovoltaic Installation. During the Term, Licenser may utilize all or portions of the License Area for installation of photovoltaic solar electrical generating panels and related equipment ("Photovoltaic Equipment"). During installation of the Photovoltaic Equipment, Licenser may modify, limit or prohibit Licensee use of the License Area, as necessary in the sole judgment of Licenser for installation of the Photovoltaic Equipment. If use of the License Area is materially impaired by modifications, limitations or prohibitions established by Licenser for Photovoltaic Equipment Installation, the License Fee is subject to an equitable adjustment in the same manner as described immediately above (e.g., each Saturday in a month were no Market Day is held, the Monthly License Payment is reduced by Six Hundred and Fifty Dollars (\$650.00)). Following installation of Photovoltaic Equipment, Licensee use of the License Area shall not damage or destroy the Photovoltaic Equipment.

- 1.8.4. Conflicting Uses; License Fee Adjustment for Rescheduled or Cancelled Market Day. If Licenser requires use of the License Area or portions thereof for other uses, events or purposes, Licenser and Licensee shall work together to relocate, reconfigure, reschedule or cancel the Market if such other uses, events or purposes conflict with Market Hours. If a Market Day is rescheduled, and Licensee agrees in writing to the rescheduling, the License Fee is not subject to adjustment. If a Market Day is cancelled, Licensee will be refunded Six Hundred and Fifty Dollars (\$650) for each cancelled Market Day.

2. Term.

- 2.1. Initial Term. The Initial Term of Agreement shall be three (3) months commencing on March 4, 2023 and expiring on June 4, 2023 (the "Initial Term").
- 2.2. Renewal Terms. Licenser shall have four (4) options to renew the Term ("Renewal Terms"). Each Renewal Term shall be for twelve (12) months, commencing as of expiration of the Initial Term or the immediately preceding Renewal Term, as applicable. Licenser shall notify Licensee in writing of Licenser's exercise of its option for a Renewal Term not more than three (3) months and not less than one (1) month prior to expiration of the Initial Term or the immediately preceding Renewal Term. If Licenser does not exercise its right for a Renewal Term pursuant to the foregoing, this Agreement shall expire and terminate as of expiration of the Initial Term or a Renewal Term, as applicable. The Initial Term and any and all Renewal Terms shall be considered herein the "Term".
- 2.3. Application of Agreement Terms to Renewal Terms. If Licenser exercises the option for any of the Renewal Terms, rights and obligations of Licenser and Licensee during the Renewal Terms shall be in accordance with the terms and conditions set forth in this Agreement, including modifications or amendments thereto occurring prior to the effective date of a Renewal Term.

3. Use and Occupancy of License Area.

- 3.1. Exclusive Market Use. The License Area shall be used by the Licensee solely and exclusively for purposes of Licensee's conduct of the Market. Licensee shall conduct and operate the Market in the License Area in strict conformity and compliance with all applicable laws, regulations and rules.
- 3.2. Prohibited Uses. Licensee shall not use, and shall not permit the License Area or any portion thereof to be used: (i) for any purpose other than conducting the Market; (ii) in violation of the Licenser's Board Policies or Administrative Regulations in effect as of the Effective Date and as modified from time-to-time during the Initial Term or a Renewal Term of this Agreement; or (iii) in violation of the Laws.
- 3.3. Licensee Compliance With Laws. At all times during the Term and during Licensee's use and occupancy of the License Area Licensee and Vendors shall comply with the Laws, including without limitation, those relating to environmental quality, health, safety, hazardous materials and toxic materials applicable to the Licensee or Vendors' use of the License Area. All Vendor Booths and other public accommodations in the Market provided by Licensee or a Vendor, including without limitation restroom facilities, shall comply with disabled access requirements.
- 3.4. Licensee Covenants. Licensee agrees as follows:
- 3.4.1. Certified Farmers Market. Licensee shall operate the Market on a year-round basis at Licensee's sole cost and expense. The Market shall be conducted in compliance with the Laws and applicable standard industry practices.

- 3.4.2. Vendor Selection. Licensee shall be solely responsible for the selection of Vendors who: (i) are authorized, certified or permitted as required by the Laws to sell the Market Products offered by the Vendor; (ii) are experienced and knowledgeable with sales of its Market Products at public marketplaces; and (iii) offer high quality Market Products.
- 3.4.3. Vendor Schedule. Licensee will provide Licensor with written schedule of Vendors offering Market Products at the Market under an agreement with the Licensee ("Vendor Schedule") which includes: (i) Vendor name and address; (ii) Vendor emergency contact person telephone and email address; and (iii) description of Market Products offered by the Vendor at the Market. Licensee will promptly notify Licensor in writing of deletions or additions to Vendors on the Vendor Schedule or the emergency contact person for a Vendor. A Vendor not identified in the Vendor Schedule shall not be permitted to offer Market Products at the Market. Licensee must provide an updated Vendor Schedule identifying additional or new vendors no later than the Wednesday prior to the first Saturday such new/additional Vendor(s) offer products/services at the Market.
- 3.4.4. Licensee and Vendor Agreements. A Vendor may offer Market Products at the Market only by written agreement between the Licensee and the Vendor which incorporates the terms of this Agreement to the extent applicable. Licensee shall provide Licensor with copies of agreements between Licensee and Vendors offering goods, services or other products at the Market upon request of Licensor. Each agreement between the Licensee and a Vendor shall require the Vendor to maintain the following policies of insurance:

Policy of Insurance	Minimum Coverage Limits
Workers Compensation Insurance	As required by law
Commercial General Liability	One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) in the aggregate.
Automobile Liability (if not covered by commercial general liability policy)	One Million Dollars (\$1,000,000), combined single limit

Licensor and Licensor's Board of Trustees, employees, agents and representatives shall be additional named insureds under each Vendor's commercial general liability policy of insurance. Each Vendor shall be required by its agreement with the Licensee to maintain a current and in good standing business licenses, permits or other authorizations required by the City of Encinitas, County of San Diego and/or State of California. Vendors offering prepared food/beverage items shall obtain necessary permits for the sale of prepared food/beverage items and employees of such Vendors possess current and valid Food Handler Cards. Vendors offering Certified Farmers Market goods, prepared food/beverages or Food Truck goods shall encouraged to accept payment by Electronic Benefit Transfer cards such as Golden State Advantage EBT and Cal Fresh.

4. Market.

- 4.1. Market Products. The Licensee is responsible for securing Vendors providing the following Market products and services ("Market Products"). Vendor Booths shall be grouped and separated by the type of Market Product offered as follows: Certified Farmers Market, Craft Goods, Services, Prepared Food/Beverage and Food Trucks. Licensee shall arrange Vendor booths by Market Product within the License Area as generally described in Exhibit C to this Agreement. The proportionate mix of Vendors

shall be as forth below. Upon prior consent of Licensor which may be granted, conditioned or denied in Licensor's discretion, Market Products and/or the proportionate mix of Market Products may be amended.

Certified Farmers Market	20%-30%
Craft Goods	15%-20%%
Services	20%
Prepared Food and Beverages	20%
Food Trucks	10%

- 4.1.1. Certified Farmers Market. Market Products offered in the Certified Farmers Market shall be limited to agricultural products sold by the producer of such agricultural products or the lawful authorized representative of the producer. Market Products and Vendors offering Market Products in the Certified Farmers Market shall be in compliance with Food and Agricultural Code §47000 et seq.
- 4.1.2. Craft Goods. Craft goods are non-agricultural products such as arts, crafts, candies, soaps, balms, perfumes, cosmetics, pottery, clothing, fabrics, pastas, compost, fertilizers, candles, ceramics, foraged foods. A product that combines an agricultural product with a nonagricultural product or service in a manner that materially increases the purchase price of the product shall disqualify the product from being sold as an agricultural product. The sale or distribution of fresh whole fruits, nuts, vegetables, cultivated mushrooms, herbs, and flowers in the Craft Goods area of the Market shall not be permitted.
- 4.1.3. Services. Services at the Market shall be either: (i) offered by Vendors at the License Area (i.e., children's face painting, on-site massage services) or (ii) materials promoting or marketing a service.
- 4.1.4. Prepared Food and Beverages. Prepared food/beverage items are those offered by a Vendor at a Vendor Booth in the Market Section. Prepared food/beverage items include "ready to eat" items such as coffee service and items intended for consumption away from the Market such as coffee beans.
- 4.1.5. Food Trucks. Food Trucks are Vendors offering food/beverage service by a mobile food facility situated at the Market. All Food Trucks must be permitted by the San Diego County Department of Environmental Health and Quality and must be a Department of Environmental Health and Quality Grade A food service provider.
- 4.2. Special Activities. In addition to the Market Products set forth above, the Licensee may offer special activities or offer special products at the License Area subject to prior written consent of Licensor. Licensor may grant, condition or deny consent for Licensee's conduct of Special Activities in the sole and exclusive discretion of Licensor.
- 4.3. Vendor Booths. Market Products shall be offered in separate temporary booths located in the Market Section of the License Area ("Vendor Booths"). Licensee is solely responsible for managing the set-up and tear-down of Vendor Booths and related support items to comply with set-up and tear-down times, sanitation, safety and security set forth in this Agreement. Licensee shall require Vendor Booths to be adequately staffed with knowledgeable personnel and stocked with appropriate quantities and mixes of the Market Product offered by the Vendor. Licensee shall have the sole discretion to establish the charges or fees for a Vendor Booth. Licensee is solely responsible for collection of Vendor Booth charges or fees and all such charges or fees are the property of the Licensee.
- 4.4. Licensor Booths. Licensee shall provide Licensor the use of at least five (5) Vendor

Booths during Market Days and Market Hours without charge or fee to the Licensors ("Licensor Booths"). Licensor shall be solely responsible for the set-up and tear-down of the Licensor Booths. Licensor may use or permit the use of Licensor Booths for any purpose as determined in Licensor's reasonable discretion, including without limitation, (i) providing information relating to the Licensor's MiraCosta College education opportunities; or (ii) promoting Licensor events or activities at MiraCosta College, the San Elijo campus or the Community Learning Center.

- 4.5. Name. Licensee shall use the name "Cardiff Farmers Market" exclusively during its operation of the Market. Licensee shall not use the following names, name-styles or logos associated with the following names and name-styles without prior consent of Licensor, which may be granted, conditioned or denied in the sole discretion of Licensor: MiraCosta Community College District, MiraCosta Community College; MiraCosta College; San Elijo Campus; MiraCosta College and San Elijo Campus.
- 4.6. Utilities. Licensor will not provide electrical power utility services to the License Area. All electrical power service necessary to conduct the Market and each Vendor Booth shall be provided by temporary electrical power devices at the sole cost and expense of the Licensee or a Vendor. All temporary electrical power devices shall be operated in accordance with applicable laws, ordinances and regulations, including without limitation, air pollution and noise limitations. Licensor will not provide potable water service to the License Area. Licensee and Vendors are solely responsible at their cost and expense to provide potable water service as necessary to conduct the Market and/or Vendor Booths.
- 4.7. Maintenance of License Area During Market Hours. During Market Hours, the Licensee shall maintain areas of the Market Section outside of the Vendor Booths in a neat, orderly, clean and sanitary condition. The foregoing includes without limitation, placement of separate trash bins for landfill, recyclable and compost items, emptying of trash bins into Dumpsters, cleaning of restroom facilities and re-stocking restroom supplies. Licensee agreements with Vendors shall require Vendors to maintain their respective Vendor Booths in a neat, orderly, clean and sanitary condition. At the conclusion of each Market Day, Licensee is responsible for returning the License Area to the condition existing before the Market Day. Licensee shall be responsible and liable for all costs, fees, charges or expenses to: (i) repair/replace damage or destruction to the License Area resulting from Licensee use of the License Area; or (ii) to complete necessary clean-up, janitorial/custodial services to return the License Area to the neat, clean and orderly condition existing prior to the Market Day.
- 4.8. Trash Removal; Licensee Dumpsters. Licensee and Vendors are responsible for removal of trash (whether in the nature of landfill, recyclable or compostable materials) from the Market Area and the Vendor Booths to the Licensee provided Dumpsters situated in the Vendor Parking Section. Separate Dumpsters shall be designated for landfill, recycling and composting; Licensee and Vendors shall deposit trash collected from the License Area in the appropriate Dumpster. Licensee and Vendors shall keep the areas adjacent to Dumpsters in a neat, sanitary and clean manner. Licensee shall not permit and shall not permit Vendors or others from use of the Dumpsters except for trash generated during at the Market during a Market Day. Licensee is responsible for securing Dumpsters from a commercial waste disposal service payment for Dumpsters and emptying of Dumpsters on a weekly basis. Licensee shall arrange for emptying of Dumpsters on Monday mornings between the hours of 6:00 AM and 12:00 PM. If a Monday is a national holiday or a Licensor holiday day, emptying of Dumpsters may be on the Tuesday following the Monday holiday day between the hours of 6:00 AM and 12:00 PM..

- 4.9. Restroom Facilities. Licensee shall be responsible for furnishing temporary restroom facilities for use by Vendors and Market patrons. The number of temporary restroom facilities shall be sufficient to accommodate the Vendors and anticipated Market invitees. Licensee furnished temporary restroom facilities shall be located in the Vendor Parking Section of the License Area. Licensee shall be responsible for providing operational temporary restroom facilities for use at all times during License Area Use Hours and for providing such maintenance as necessary to maintain the temporary restroom facilities in a neat and sanitary condition. Licensee shall be responsible for ensuring sufficient restroom supplies are restocked and replenished at all times during Market Hours.
- 4.10. Advertising. Licensee will develop a marketing plan in cooperation with Licensor to promote the Market. Licensee is responsible for promotion of the Market utilizing various media, including, but not limited to display ads, flyers, social media and coupon-type activities. Licensee shall provide Licensor with copies of marketing materials at least ten (10) days in advance of the planned publication or distribution date of such materials for Licensor review and acceptance. Marketing materials are subject to review and acceptance by Licensor's Public Information Officer. Licensee shall modify such marketing materials as necessary for acceptance by Licensor's Public Information Officer. Licensee and Licensor will mutually agree on artwork, banner sizes and installation locations at the License Area.
- 4.11. License Area Safety and Security. Licensee is solely responsible for the safety and security of persons and property during Market Hours. Licensee acknowledges that the Licensor's public safety staff will not provide any public safety services.
- 4.11.1. Coordination of Safety and Security Measures. Licensee (and Licensee's private security service, if a Licensee retains a private security service to provide Market security) shall meet and confer with Licensor and Licensor public safety staff to generally review the nature and scope of security services to be provided during Market Days. Licensee shall modify the planned scope of Licensee security services as reasonably required by Licensor.
- 4.11.2. Evacuation and Shelter-In-Place Protocols. Licensee shall prepare and submit to Licensor for review and acceptance plans and protocols for evacuation of the License Area or for shelter-in-place in the License Area in the event of an emergency during Market Days. Licensee shall modify its plans and protocols for evacuation of the License Area or for shelter-in-place in the License Area as necessary to obtain Licensor acceptance thereof.
- 4.11.3. Licensor Public Safety Personnel and City of Encinitas Emergency Services. Licensee acknowledges and agrees that the Licensor's Public Safety personnel will not be providing security services in the License Area during Market Days. Public Safety personnel may be on the MiraCosta College, San Elijo campus site, but will not be assigned to security services for the License Area or the Market. In the event of an emergency in the License Area during Market Hours, Licensee acknowledges that law enforcement, fire safety or ambulance services will be provided by the City of Encinitas and not Licensor.
- 4.12. Licensee Personnel. At all times during Market Hours, the following Licensee shall be present on-site at the Market:

Title/Position	Responsibilities
Market Manager	Licensee representative All Market Operations
Security Manager	Patron safety and security in Market Section Personal safety and vehicle security in Vendor

	Parking and General Parking Sections
Custodial Manager	Market maintenance
Vendor Manager	Manage Vendor Booths set-up/tear-down Vendor Booth operations during Market Hours

- 4.13. Post-Market Walk Through. For each Market Day, Licensor will designate an employee of Licensor to serve as the Licensor Representative for the Market Day. The Licensor Representative will jointly walk-through the License Area with the Licensee's Market Manager for visual observations and confirmation that the Licensee has completed the Market tear-down and that the License Area is in the neat and clean condition existing prior to the Market Day. The Licensor Representative will note any condition of the License Area which is not in a neat or clean condition or which has been damaged/destroyed. Costs, fees or expenses to return the License Area to a neat and clean condition or to repair/replace damage or destruction of the License Area shall be in accordance with Paragraph 4.7 of this Agreement. If the Licensor Representative is not present at the Market as of Licensee's completion of the Market tear-down, Licensee's Market Manager shall record the condition of the License Area by photographs and/or videos. In such event, Licensee shall deliver photographs or videos of the License Area condition to Licensee within three (3) days after the Market Day.

5. License Fee.

5.1. License Fee.

- 5.1.1. Initial Term License Fee. The License Fee for the Initial Term shall be Two Thousand Six Hundred Dollars (\$2,600) per month. Licensee shall make payment of the Monthly License Fee for the first month of the Initial Term no later than February 1, 2023. Thereafter, the Monthly License Fee for the remaining portion of the Initial Term shall be paid in advance no later than the fifth (5th) day of a month.

- 5.1.2. Renewal Terms Annual License Fee. Following the Initial Term and for any Renewal Term, in consideration for the license to use the License Area, Licensee shall pay the Licensor a License Fee in the amount of Thirty One Thousand Two Hundred Dollars (\$31,200.00) ("License Fee"). The Annual License Fee shall be paid in twelve equal monthly installments, each in the amount of Two Thousand Six Hundred Dollars (\$2,600.00) ("Monthly License Payment"). The Monthly License Payment shall be paid by the Licensee to the Licensor in advance on or before the fifth (5th) day of each month.

- 5.1.3. License Fee Payments. The Monthly License Payments and any other payments due from Licensee under this Agreement shall be made when due without demand, offset or deduction in lawful money of the United States. Payments shall be check payable to MiraCosta Community College District and submitted to Licensor at Accounting, 1 Barnard Drive, Oceanside, CA 92056 or such other place as Licensor may designate from time-to-time. Payments shall be first applied to any accrued late payment interest or penalties and the remaining balance applied to Monthly License Payments or other payment obligation of Licensee.

- 5.2. Additional Charges. In addition to the License Fees set forth in Paragraph 5.1 above, any other amounts due from Licensee to the Licensor pursuant to the terms of this Agreement shall constitute Additional Charges and shall be due and payable from Licensee upon presentation of a billing statement therefor.

- 5.2.1. Late Payment Interest and Penalties. If any Monthly License Payment due from the Licensee is not paid in full when due, the unpaid amount shall bear interest at the rate of one percent (1%) per month from the date due until paid.

5.2.2. License Area Damage/Destruction: Clean-Up. If the License Area is damaged or destroyed during Licensee use of the License Area or if Licensee fails to return the License Area to the condition existing prior to a Market Day, Licensee shall pay as Additional Charges, all fees, costs, charges or expenses incurred by Licensor to: (i) repair/replace damage or destruction to the License Area resulting from Licensee use of the License Area; or (ii) to complete necessary clean-up, janitorial/custodial services to return the License Area to the neat, clean and orderly condition existing prior to the Market Day.

6. Termination.

- 6.1. Licensee Default. Licensor shall have the right to terminate this Agreement, by written notice to Licensee: (i) upon Licensor's receipt of a written notice from any governmental authority that the Market violates or fails to comply with the Laws or Licensee fails to maintain certification of the Farmers Market as a Certified Farmers' Market; or (ii) Licensee default in the performance of Licensee obligations under this Agreement.
- 6.2. Termination for Convenience. Either Licensor or Licensee may terminate this Agreement for convenience upon not less than thirty (30) days advance written notice to the other Party. If Licensor or Licensee exercise the right to terminate this Agreement for convenience, the effective date of termination shall be set forth in the written notice of termination.

7. Insurance and Indemnity.

- 7.1. Licensee Insurance. Licensee shall obtain and maintain during the Term of this Agreement the following policies of insurance with at least the minimum coverage limits noted below:

Policy of Insurance	Minimum Coverage Limits
Workers Compensation Insurance	As required by law
Commercial General Liability	One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) in the aggregate
Automobile Liability (if not covered by General liability policy)	One Million Dollars (\$1,000,000) combined single limit

All policies of insurance shall: (i) be issued by insurers AM Best rated at least VII/A-; and (ii) provide Licensor with not less than thirty (30) days advance written notice of material modifications or cancellation. Policies of insurance required of Licensee are primary; policies of insurance maintained by Licensor are excess and non-contributory to the Licensee's policies of insurance. Licensor and Licensor's Board of Trustees, employees, agents and representatives shall be additional named insureds under Licensee's commercial general liability policy of insurance.

- 7.2. Indemnity. To the fullest extent permitted by the Laws, Licensee shall indemnify, defend and hold harmless the Licensor and Licensor's Board of Trustees, individual trustees, officers, employees, agents and representatives from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature (collectively, "Claims") which arise out of: (i) Licensee's (or anyone claiming through or under Licensee, including, without limitation, any Vendor, employee of Licensee or Market patron) use, occupancy, management or control of the License Area, (ii) the operation of the Market, (iii) Licensee's breach of this Agreement; or (iv) negligent, grossly negligent acts of Licensee, a Vendor or Market patron. Claims subject to the foregoing include without limitation, death or injury of persons, damage to property or other losses, damages or

costs. Licensee obligations hereunder shall survive expiration of the Term of this Agreement or the earlier termination hereof until barred by the applicable Statute of Limitations.

- 7.3. Waiver of Claims. Licensee expressly waives all rights, if any, to assert any Claims against Licensor for any damage, destruction or loss to Licensee, Vendors or Market patrons by any reason of fire, theft, robbery or burglary, bodily injury, personal injury, death or any other cause whatsoever, unless and to the extent resulting from Licensor's negligent, grossly negligent or willful conduct. Licensor shall have no responsibility to provide security, supervision or protection against any loss or harm that may be sustained by Licensee, Vendors or Market patrons. Licensee accepts all responsibility for any injury and liability incurred as a result of its use of the License Area.

8. Miscellaneous.

- 8.1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The foregoing notwithstanding, neither Licensee nor Licensor shall assign this Agreement or any rights or obligations arising under this Agreement without the prior consent of the other, provided that consent to assignment may be granted, conditioned or denied in the sole reasonable discretion of the Party requested to consent.
- 8.2. Applicable Law. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California without regard to choice of law principles.
- 8.3. Independent Contractor. The relationship created by this Agreement is that of an independent contractor. Licensee, Licensee employees and Vendors shall not be considered to be employees of Licensor nor shall anything contained herein be deemed in any way to constitute a partnership, joint venture or joint enterprise between Licensor and Licensee, Licensee employees or Vendors. Subject to the provisions of this Agreement, Licensee shall have sole control, supervision, direction and responsibility over the Vendors at the Market, its employees and the manner and means of operating the License Area. Licensee shall be solely responsible for, and shall hold Licensor harmless from, all matters relating to payment of Licensee's employees, agents, subcontractors, and consultants, including compliance with social security requirements, federal and state income tax withholding, and all other regulations governing employer-employee relations. Licensee acknowledges that Licensee and its employees are not entitled to any of the benefits or rights afforded employees of Licensor, including, but not limited to, sick leave, vacation leave, compensatory leave, or health, life, dental, long-term disability, and workers' compensation insurance benefits.
- 8.4. No Agency. Licensee and its agents, employees, subcontractors, and consultants are not, and shall not be deemed to be agents of the Licensor, and shall have no authority, expressed or implied to act on behalf of Licensor in any capacity, as agents or otherwise, or to bind Licensor to any obligations.
- 8.5. Access to Licensee Records. Licensee agrees that upon five (5) business days prior written request, Licensee will grant Licensor access, during normal business hours, to all accounting records of Licensee for the Market, including but not limited to duplicate Vendor agreements.
- 8.6. Notices. Notices under this Agreement shall be delivered by United States Mail, Certified, Return Receipt Requested with postage fully prepaid or by email. Notices delivered by United States Mail shall be deemed effective the third (3rd) working day after the postmark date. Notices delivered by email before 12:00 PM on workdays of the

Licensors shall be deemed effective four (4) hours after delivery to the recipient's email server. Emails delivered to the recipient's email server after 12:00 PM on a Licensor work day or on Licensor holiday days shall be deemed effective as of 12:00 PM the ensuing workday. The recipients and addresses for notices may be modified by the Parties by notice to the other. Notices shall be addressed as follows:

Licensee: Alison Wielechowski
Cardiff 101 Main Street
P.O. Box 552
Cardiff-By-The-Sea, CA 92007
director@cardiff101.com

Licensor: Mina Hernandez
Director of Purchasing & Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056
Mina.hernandez@miracosta.edu

- 8.7. Severability. If any term, covenant or condition contained herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall not affect any other term, covenant or condition herein contained.
- 8.8. Changes and Amendments. No modifications of this Agreement or deviations from or changes to any of the terms of this Agreement will be effective for any purpose unless specifically set forth in writing and signed by both parties on or after the date hereof.
- 8.9. Waiver. No provision of this Agreement shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party of any breach of any provision herein contained shall not be deemed to be a waiver of a subsequent breach of such provision or any other term, covenant or condition herein contained. Failure of either the Licensor or Licensee to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver of such provision or breach.
- 8.10. Authority. Each person executing this Agreement on behalf of Licensee and Licensor respectively warrants and represents to the other that they have full power and authority to execute this Agreement and bind their respective parties hereto. The foregoing notwithstanding, this Agreement shall be binding on Licensor and enforceable against Licensor only if Licensor's Board of Trustees approve or ratify this Agreement in an open public meeting of Licensor's Board of Trustees conducted in accordance with the Laws.
- 8.11. Counterparts. This Agreement may be executed in counterparts with the same effect as if all parties hereto had executed the same document. All counterparts shall be construed together and shall constitute a single agreement.

[CONTINUED NEXT PAGE]

8.12.

8.13. Entire Agreement. This Agreement and the Exhibits identified below, constitute the entire agreement and understanding between the Parties concerning the subject matter hereof. This Agreement supersedes and replaces all prior verbal and written negotiations, understandings and/or agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by written instrument duly executed by or on behalf of the Parties. Exhibits attached to this Agreement and incorporated into this Agreement are:

Exhibit A MiraCosta College, San Elijo Campus; SAN 1, SAN 2 and SAN 3

Exhibit B Vendor Parking Section, Market Section and General Public Parking Section; Dumpster Location

Exhibit C Market Section Layout

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

"Licensee"

Cardiff-by-the Sea Chamber of Commerce,
Inc. DBA Cardiff 101 Main Street

By: Alison Wielechowski

"Licensor"

MiraCosta Community College District

By: _____

EXHIBIT A

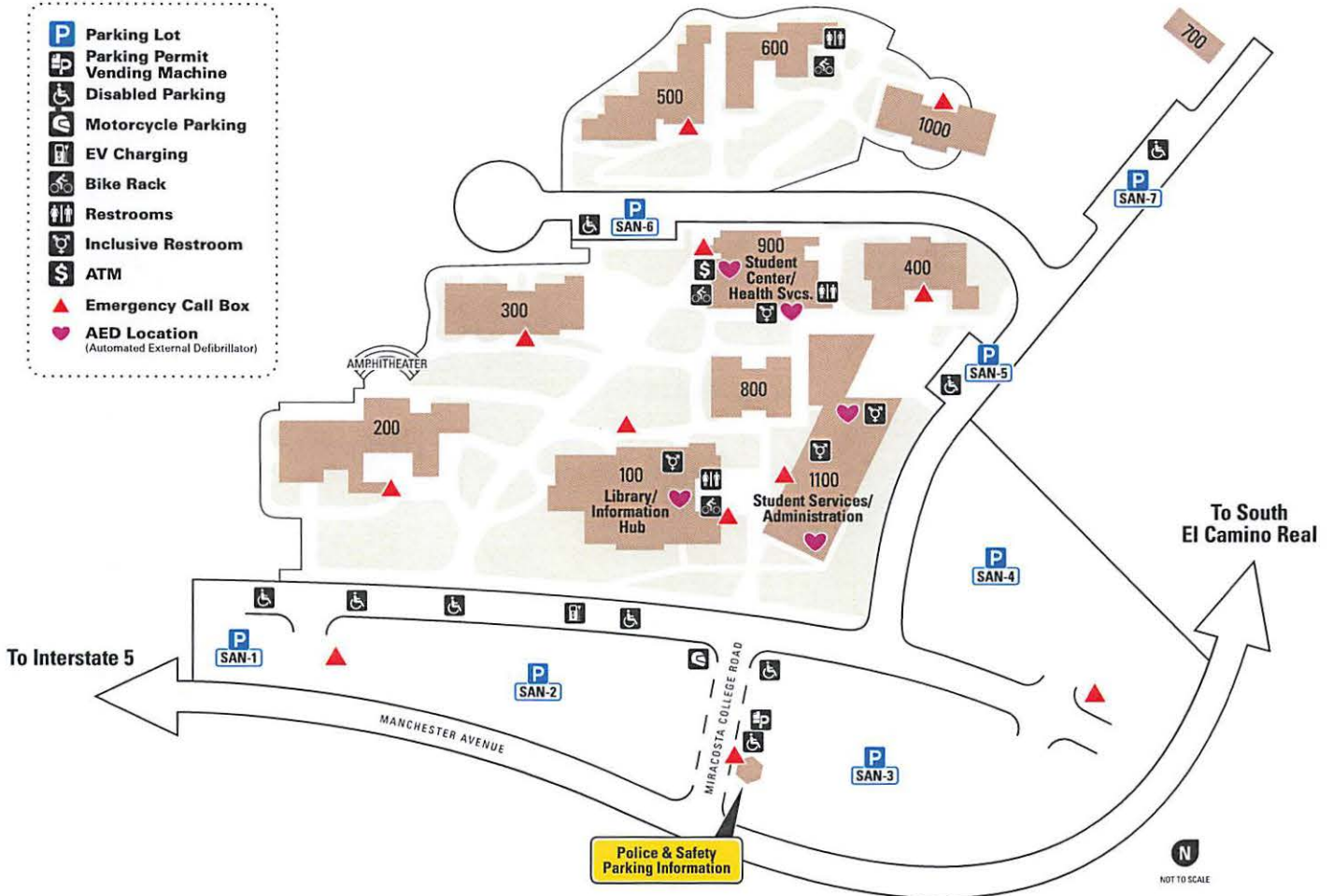


San Elijo Campus

3333 Manchester Avenue, Cardiff, CA 92007 ▶ 760.944.4449 ▶ miracosta.edu

Legend

- Parking Lot
- Parking Permit
- Vending Machine
- Disabled Parking
- Motorcycle Parking
- EV Charging
- Bike Rack
- Restrooms
- Inclusive Restroom
- ATM
- Emergency Call Box
- AED Location
(Automated External Defibrillator)



MiraCosta College is a **Tobacco/Smoke/Vapor-Free** campus.

MiraCosta College Locations



Directory

- | | | | |
|---|--|---|--|
| Building 100
Computer Labs
Library
Math Learning Center
STEM Learning Center
Tutoring
Writing Center | Building 300
Classrooms
Faculty Workroom | Building 700
Facilities | Building 1100
Administration
Admissions & Records
Bookstore
Conference Rooms
Counseling
Dean, San Elijo Campus
Instructional Services
Student Accessibility Services (SAS)
Student Accounts/Cashier
Student Information Testing |
| Building 200
Amphitheater
Art Studios
Classrooms
Multipurpose Room | Building 400
Classrooms
Faculty Offices
Science Labs | Building 900
Associated Student Government
Cafeteria
Health Services
Student Affairs
Student Clubs/Organizations
Student Life & Leadership | |
| | Building 500
Classrooms
Faculty Offices
Language Lab | Building 1000
Science Labs | |
| | Building 600
Classrooms
Faculty Offices | | |

**EXHIBIT B – VENDOR PARKING SECTION, MARKET SECTION,
GENERAL PUBLIC PARKING SECTION, AND DUMPSTER LOCATION**



EXHIBIT C – MARKET SECTION LAYOUT

MiraCosta College

