

**FARMERS MARKET**  
**BOOTH CONCESSION LICENSE AGREEMENT**

This Booth Concession License Agreement (this “**Agreement**”) is made effective as of \_\_\_\_\_, 20\_\_\_\_, between Raw Inspiration, Inc., a California non-profit corporation (referred to as “**Operator**”), and \_\_\_\_\_ (referred to as “**Vendor**”).

1. License of Booth Space

Vendor hereby agrees to license from Operator a booth space (the “**Booth**”) at the \_\_\_\_\_ Farmers Market (the “**Farmers Market**”), with such location and permitted time of use of the Booth to be designated by Operator. The size of the Booth shall be as specified on one or more Application(s) (as defined in Section 5) submitted by Vendor and approved by Operator, or as otherwise mutually agreed upon by Operator and Vendor.

2. Purpose and Use

a. Vendor shall use the Booth for the sole purpose of selling its produce, products, merchandise or other goods (the “**Goods**”) as may be pre-approved by Operator for sale at the weekly Farmers Market. Vendor shall not use or permit the use of the Booth for any other purpose.

b. Operator has the right to restrict or limit Vendor’s sale of Goods at the Booth which Operator may, in its sole judgment, deem to be competitive with other Goods sold by Operator or other vendors at the Farmers Market.

c. Trash or other materials shall not be allowed to accumulate in or near the Booth area. The storage or use of welding, flammable, explosive or other inherently dangerous material is prohibited. Vendor shall not store or use in the Booth any items which shall be in violation of any law or regulation, or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the Booth area.

d. No tobacco products shall be sold or distributed by Vendor.

e. For all days of the Farmers Market that Vendor is scheduled to attend, Vendor agrees to operate Vendor’s concession business and be open for business for the entire duration that the Farmers Market is open to the public.

3. Term of Use

The term of this Agreement shall be for the period specified on one or more Application(s) submitted by Vendor and approved by Operator, or as otherwise mutually agreed upon by Operator and Vendor. The Vendor expressly acknowledges and agrees that it shall be bound by the terms and conditions of this Agreement during all times that it uses the Booth, regardless of whether such use extends over a continuous period of weeks or such use is for only certain weeks (e.g., Vendor uses the Booth for one week only, and then uses the Booth again four weeks later).

4. Access to Booth

Vendor agrees Operator shall have the right of free access to the Booth at all times.

5. Fee for Use of Booth

Vendor shall pay a fee per week or month, as applicable (the “**Fee**”), as shown on the Farmers Market application attached hereto as Exhibit A (the “**Application**”). The Fee is due and payable as shown on the Application. The Fee for the first week or month, as applicable, shall be paid to Operator upon execution of this Agreement.

6. Non-Payment of Fee

If any payment of the Fee is not received by Operator when due as shown on the Application, Operator shall assume Vendor is not returning and Operator shall have the right to allow another vendor to have use of Vendor’s reserved space.

7. Vendor’s Insurance

a. Vendor shall, at its sole expense, procure and maintain at all times during the term of this Agreement the following liability and property damage insurance with the specified minimum limits of coverage:

i. Comprehensive Bodily Injury, Property Damage, and Liability Insurance covering losses caused by the operation of the Booth, automobiles, trucks, or other vehicles with limits of \$500,000 for injury or death of one (1) person and \$1,000,000 for injury or death of two (2) or more persons in any one (1) accident, and \$100,000 for property damage in any one (1) accident, and also including bodily injury and

property damage or loss caused by independent contractors or by agents of Vendor.

ii. Fire and extended coverage insurance with fire, vandalism and mischief endorsements for the full cash value of the Booth and its contents.

iii. Product Liability Insurance with minimum limits of \$500,000 for injury or death of one (1) person and \$1,000,000 for each accident or occurrence to cover the liability of both Vendor and Operator and the agents and employees of each.

iv. Worker's Compensation Insurance as required by the laws of the State of California.

v. Automobile Liability Insurance covering all vehicles owned, non-owned, hired and leased with minimum limits of \$100,000 for property damage and \$1,000,000 for bodily injury or death.

b. Vendor shall cause the foregoing insurance policies to name as additional insureds each of the following: (i) Raw Inspiration, Inc., California Certified Farmers Markets, Inc., Jennifer McColm LLC, and their respective officers, directors, agents, servants, employees, divisions, subsidiaries, shareholders, partners, members, affiliated companies, successors and assigns; (ii) each specific Farmers Market location, as listed on the INSURANCE REQUIRED FOR ALL FARMERS/VENDORS attached hereto as Exhibit B, in which Vendor is participating; and (iii) the specific City where each Farmers Market takes place. All such insurance shall be primary and non-contributory to any other insurance which may be available to any additional insured and shall provide that any right of subrogation against any party named as additional insured and its successors and assigns are waived.

## 8. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Operator, California Certified Farmers Markets, Inc., Jennifer McColm LLC and each of their respective officers, directors, partners, members, managers, shareholders, employees, agents, representatives, subsidiaries, affiliates, contractors, lenders, successors and assigns (collectively referred to as the "**Indemnitees**"), from and against, and reimburse the Indemnitees for, any and all claims, damages, losses, demands, liabilities, obligations, judgments, settlements, penalties, fines, costs and expenses (including attorneys' fees and costs) and other amounts (collectively, "**Losses**") which may be paid, incurred or sustained or asserted against the

Indemnitees based upon, arising from or relating to, directly or indirectly, (i) any breach or noncompliance by Vendor of any representation, warranty, covenant or agreement contained in this Agreement, including all exhibits hereto; (ii) the use, occupancy or operation of the Booth, including all common areas and other areas appurtenant to the Booth, by Vendor and its employees, agents, representatives, affiliates, contractors, licensees, customers and invitees (collectively, the "**Users**"); and (iii) any acts or omissions of the Users in carrying on any activity on or around the Farmers Market premises or in connection with the Farmers Market, including, without limitation, any Losses for injury to persons or property of Operator, any Indemnatee, any User or any third party. The indemnification provided under this Section 8 shall survive the expiration or earlier termination of this Agreement.

## 9. Security for Booth

Operator is not responsible for any loss or damage to the Booth or the property of Vendor caused by the removal of the Booth or any property therein by any authorized or unauthorized persons, or any act of repossession, resale or other removal of the Booth or any property therein by other persons.

## 10. Limitation of Liability

Notwithstanding Operator's negligence or breach of this Agreement, the Indemnitees shall under no circumstances be liable for injury to Vendor's business or for any loss of income or profit therefrom, or for any consequential, incidental or special damages of any kind, nor shall the Indemnitees be liable for any damages to the property of Vendor, its employees, invitees, customers or other Users, or for injury to the person of Vendor or any other Users, all of which loss, damage or injury shall be at the sole risk of Vendor, except to the extent that such injury, loss or damage is caused by the gross negligence or willful misconduct of an Indemnatee. The obligations of Operator under this Agreement shall not constitute personal obligations of the Operator or any other Indemnatee, and Vendor shall look to the Booth, and to no other assets of the Indemnitees, for the satisfaction of any liability of Operator with respect to this Agreement, and shall not seek recourse against the Indemnitees, or any of their personal assets, for such satisfaction. Further, Operator shall not be liable for any damages arising from any act or neglect of any other vendor at the Farmers Market. The limitation of liability provided under this Section 10 shall survive the expiration or earlier termination of this Agreement.

## 11. Rules

Vendor shall, and shall cause its employees, agents, representatives, affiliates, contractors, licensees, customers and invitees to, abide by all rules and policies that may be adopted from time to time by Operator for the use, occupancy and operation of the Booth and the Farmers Market, including, without limitation, the MARKET RULES AND POLICIES attached hereto as Exhibit C.

## 12. Surrender of Booth

After the closing of the Farmers Market, Vendor shall as soon as possible quit and surrender the Booth to Operator. Upon such quitting and surrender, the Booth shall be in the same condition as at the opening of the Farmers Market. Vendor shall remove all of its property from the Booth and the Farmers Market. It shall be a breach of security of the premises and a material breach of this Agreement if Vendor remains on the Farmers Market premises or fails to remove all of its property after closing time. Vendor shall pay Operator for any expenses incurred by Operator in removing and/or storing any property of Vendor that it fails to remove after the closing of the Farmers Market.

## 13. Abandonment

If Vendor fails to pay the Fee when due and remains unpaid for a period of one (1) day after the due date, and Vendor fails to give Operator written notice of Vendor's intention not to abandon the Booth and personal property located therein within one (1) day thereafter, Vendor shall be deemed to have abandoned the Booth and personal property located therein and, at Operator's option, the Booth shall be deemed abandoned. In the event of Vendor's abandonment, any expenses and costs incurred by Operator in connection with Vendor's abandonment shall be paid by Vendor upon demand by Operator.

## 14. No Refund

If Vendor fails for any reason to occupy or use the Booth as provided herein (other than as a result of a breach by Operator of its obligations hereunder), no refund shall be made of any amounts paid by Vendor to Operator hereunder.

## 15. Maintenance and Service

a. Vendor shall regularly inspect and service the Booth and shall keep it in clean and sanitary condition in accordance with all applicable federal, state and local laws.

b. Vendor shall furnish and bear the expense of regular janitorial service for the area in which the Booth is located and shall at all times keep the tables, chairs, and floor and wall areas around, behind, and under the Booth clean and free from rodents, insects, or other pests.

c. Vendor shall supply suitable waste disposal containers for the convenience of users of the Booth and of the adjacent eating areas and shall provide and bear the expense of garbage removal and disposal services. All trash containers shall be emptied at least once daily.

## 16. Utilities (\*For evening markets only)

Vendor shall pay a fee of \$50 per month or \$15 per week, as applicable, for electrical power.

## 17. Electrically Operated Machines

All electrically operated equipment utilized by Vendor shall be equipped so as to provide thermal overload protection, and shall comply with applicable ordinances and regulations.

## 18. Compliance With Laws

a. Vendor shall comply with all applicable federal, state or local laws with respect to the Farmers Market, the use, occupancy and operation of the Booth, and the sale of Goods at the Farmers Market.

b. Vendor shall comply with all applicable rules, orders, regulations or requirements of the Los Angeles Fire Department (the "**Fire Department**") or any other similar body and shall not do or permit to be done in or about the Booth or bring or keep anything therein except as permitted by the Fire Department or any other authority having jurisdiction over the Farmers Market, Operator or Vendor. Any decorations provided by Vendor shall be subject to the reasonable approval of Operator and, if necessary in Operator's sole judgment, the approval of the Fire Department. Any item not so approved shall not be permitted in the Booth and if it is already in the Booth, it shall immediately be removed by Vendor at its expense.

## 19. Permits

Prior to Vendor's use of the Booth, Vendor agrees, at Vendor's expense, to obtain from the City of Los Angeles or any other applicable governmental body or agency, such governmental permits as Operator determines to be necessary for Vendor's use of the

Booth for the Farmers Market, including, but not limited to, business licenses and seller's permits.

#### 20. Fees and Taxes

Vendor shall be responsible for and shall pay all federal, state, county, and city license fees and all sales or other taxes that may be imposed on the sales of Goods at the Booth.

#### 21. Independent Contractor Status

It is the intention and understanding of the parties that the parties are acting as independent contractors hereunder and that this Agreement shall not be deemed to create a partnership, joint venture, agency or employment relationship between the parties.

#### 22. Alterations

Vendor shall not make any alterations or improvements in or to the Booth or the Farmers Market premises without the prior written consent of Operator, which consent may be withheld in Operator's absolute discretion.

#### 23. Non-Exclusive Use

Vendor acknowledges that, besides the use of the Booth as contemplated by this Agreement, the Farmers Market and various parts thereof and areas therein may or will be used by other vendors and that in order for the Farmers Market to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the Farmers Market, including without limitation, entrances, exits, parking lots, truck ramps, storages areas and receiving areas, to be scheduled or shared. Vendor agrees that Operator shall have the full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with Vendor's use of the Booth, and Vendor agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Vendor enter or use any areas, service space or facility of the Farmers Market other than the Booth without first obtaining Operator's consent and approval, which may be given or withheld in its sole discretion.

#### 24. Termination

Either party may terminate this Agreement for any or no reason by giving thirty (30) days' prior written notice to the other party of its intention to terminate.

#### 25. Entire Agreement

This Agreement, together with all exhibits referred and attached hereto, constitutes the entire and only understanding and agreement among the parties, and supersedes all proposals, oral or written, all negotiations, conversations or discussions among the parties, with respect to the subject matter in this Agreement. This Agreement shall not be deemed to provide any third parties with any claim, right of action, remedy or right.

#### 26. Governing Law and Venue

a. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its conflicts of laws principles.

b. For any actions or proceedings relating to the judicial enforcement or interpretation of this Agreement, Operator and Vendor each irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction located in the County of Los Angeles, State of California, and of all courts therein competent to hear appeals therefrom. Operator and Vendor each further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the other party. Nothing herein shall affect the right to serve process in any other manner permitted by law.

#### 27. Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

#### 28. Notices

Except as otherwise expressly provided in this Agreement, all notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given (i) upon receipt if delivered in person or by facsimile or other electronic means, (ii) five (5) days

after having been sent by registered or certified mail, return receipt requested, postage prepared, or (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the address as set forth on the signature page hereof or at such other address as such party may designate by ten (10) days' advance written notice to the other party.

29. Waiver

Any waiver of any term, covenant or condition of this Agreement by any party hereto shall not be effective unless set forth in writing signed by the party granting such waiver, and in no event shall any such waiver be deemed to be a waiver of any other term, covenant or condition of this Agreement or any subsequent waiver of the same term, covenant or condition.

30. Attorneys' Fees

If any action or other proceeding is brought for the enforcement of this Agreement or because of any alleged or actual dispute in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

31. Assignment

This Agreement shall not be assignable or delegable in whole or part, whether by operation of law or otherwise, by Vendor, without the prior written consent of Operator, which may be given or withheld in its sole discretion. Any assignment or delegation or attempted assignment or delegation without such consent shall, at the election of Operator, be void and of no force and effect.

The parties have caused this Agreement to be executed as of the date first written above.

**VENDOR (Owner / Authorized Person):**

\_\_\_\_\_  
Print Name (Owner / Authorized Person)

\_\_\_\_\_  
Signature (Owner / Authorized Person)

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

Tel:

Fax:

E-mail:

**OPERATOR:**

Raw Inspiration, Inc.

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

Raw Inspiration, Inc.  
23501 Park Sorrento Drive, Suite 105  
Calabasas, CA 91302  
Tel: (818) 591-8161  
Fax: (818) 591-8216  
E-mail:

**EXHIBIT A**

**FARMERS MARKET APPLICATION**

(attached)

**EXHIBIT B**

**INSURANCE REQUIRED FOR ALL FARMERS/VENDORS**

(attached)

**EXHIBIT C**

**MARKET RULES AND POLICIES**

(attached)