

### **THIRD AMENDMENT TO LICENSE AGREEMENT**

This is the Third Amendment ("Third Amendment") to that certain License Agreement for Certified Farmers' Market at Channel Islands Harbor ("Agreement") entered into by and between the County of Ventura, hereinafter referred to as "County," and Raw Inspiration, Inc., hereinafter referred to as "Licensee," on May 18, 2014.

**WHEREAS**, County entered into the Agreement with Licensee on May 18, 2014, for the purpose of operating a farmers' market at the Channel Islands Harbor; and

**WHEREAS**, the initial term of the Agreement was from May 18, 2014 through April 30, 2017; and

**WHEREAS**, Licensee exercised its right to extend the term of the Agreement for two (2) years, from April 30, 2017 to April 30, 2019; and

**WHEREAS**, the County and Licensee executed a Second Amendment to the License Agreement, to extend the term of the Agreement until April 30, 2024; and

**WHEREAS**, Licensee now desires to license from County and County now desires to license to Licensee the License Area for the purpose of operating a Certified Farmers' Market on Wednesdays ("Wednesday Farmers' Market"), in addition to the Certified Farmers' Market Licensee operates on Sundays ("Sunday Farmers' Market");

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties agree that the Agreement is hereby amended, effective October 1, 2020, as follows:

**Section 1.a. is deleted in its entirety and replaced with the following:**

County grants Licensee a license, as more particularly described on Exhibit "A" attached hereto (the License Area) for providing a turnkey operation of a year-round "Certified Farmers' Market" as defined in the California Health and Safety Code and as certified and regulated by the State of California (the "Market") between the hours of 10 a.m. to 2 p.m. (market hours), load in and load out hours from 8 a.m. to 10 a.m. & 2 p.m. to 4 p.m. each and every Sunday during the Term (as defined in Section 2, below). In addition, County grants Licensee a license to provide a year-round Certified Farmers' Market each and every Wednesday, under the same terms and conditions as the Sunday Farmers' Market. Notwithstanding the foregoing, County and Licensee acknowledge that the exact location of the License Area shall be subject to the approval of the Ventura County Agricultural Commissioner in connection with its granting of an operating permit. In addition, subject to any required approval of the Ventura County Agricultural Commissioner, County shall have the right to reasonably reconfigure the License Area in order to accommodate and/or address any required changes. Licensee shall not permit any market activities outside the License Area without the prior written approval of the Harbor Director or their designee. County represents and warrants to Licensee that Licensee's operation of the Market in conformity with the provisions of this

Agreement, and its vendors' sales of products permitted under this Agreement, will not conflict with or breach the terms of any agreement or commitment between the County and any third party within the market area of the Market.

**Section 2(b) is deleted in its entirety and replaced with the following:**

Fee for use shall be \$2,050 (Two Thousand and Fifty Dollars) each month, due and payable on the first (1st) day of the month, commencing on October 1, 2020. If the term commences on a day other than the first day of a month, the fee shall be prorated for the first fractional month. If Licensee notifies the Harbor Director one week in advance that a Wednesday Farmers' Market is cancelled, Licensee's monthly fee for the subsequent month may be reduced by \$200 for each cancellation. A late charge of \$200 shall apply on the second (2nd) of the month for each late payment subsequent to the first late payment in a 12-month period. On May 1, 2022, County and Licensee shall review financial statements for the Market and agree on a one-time adjustment to the Fee, if warranted. On May 1st of each year thereafter, fee shall be adjusted based on any increase or decrease in the CPI for the calendar year prior to the Adjustment Date based on the Consumer Price Index All Consumers (Los Angeles, Anaheim, Riverside, CA, All Items) as published by the United States Department of Labor, Bureau of Labor Statistics.


Except as amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

LICENSEE:

By   
Brittany Schaefer, Treasurer  
Raw Inspiration, Inc.

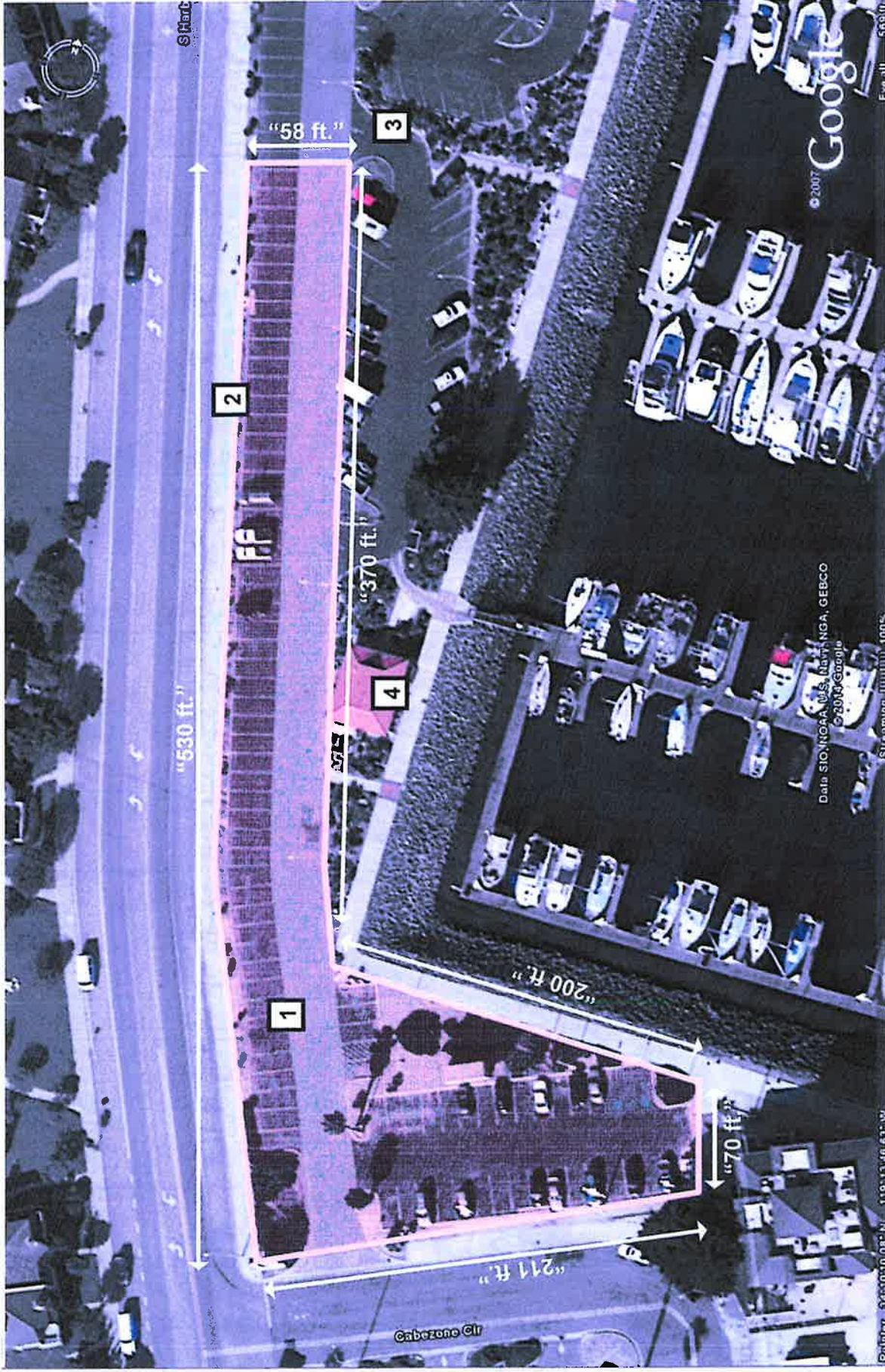
9/17/20  
Date

COUNTY:

By   
Mark Sandoval  
Director, Harbor Department

10/22/20  
Date





## **FARMERS MARKET "EXHIBIT A"** **CHANNEL ISLANDS HARBOR**

### **KEYNOTES:**

1. MARKET BOUNDARY
2. NOT TO ENCROACH ON PUBLIC SIDEWALKS
3. DRIVEWAY TO REMAIN CLEAR AT ALL TIMES
4. RESTROOMS

\*ALL DIMENSIONS ARE APPROXIMATE