

**LICENSE AGREEMENT
FOR CERTIFIED FARMERS' MARKET AT
CHANNEL ISLANDS HARBOR**

THIS LICENSE AGREEMENT ("Agreement") is effective as of May 18, 2014 by and between COUNTY OF VENTURA ("County") and RAW INSPIRATION INC., California non-profit corporation, with an address of 23501 Park Sorrento, Suite 105, Calabasas, California ("Licensee") with reference to the following facts:

RECITALS

WHEREAS, County owns and provides administration and management of boating and related facilities, services and activities of the Channel Islands Harbor ("Harbor") for the benefit of the people of Ventura County, California.

WHEREAS, Licensee is a California registered non-profit in good standing and is highly experienced in operating certified farmers' markets and non-certified markets and special events held in tandem and adjacent to farmers' markets, working with certified and experienced organizations who book vendors, provide marketing and other services.

WHEREAS, Licensee now desires to license from County and County now desires to license to Licensee the area located at the parking lot directly west of Parcel X1B, adjacent to Marine Emporium Landing ("License Area") for the purpose of operating a farmers' market. The physical address to be used for the Property shall be 3350 South Harbor Boulevard, Oxnard, California 93035. A site plan of the License Area is attached as Exhibit A. Additionally Licensee will work with approved companies who find and book vendors, procuring all necessary permits and licenses, as well as undertaking marketing and advertising and promotion campaigns for a weekly Certified Farmers' Market at the Harbor, subject to and upon the terms and conditions set forth in this Agreement.

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

Section 1. License

a. Grant

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). 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.

b. Covenants of Licensee

Licensee agrees as follows: (i) Licensee shall provide a full turnkey year-round Certified Farmers' Market during the times described in Section 1(a), which Market shall be operated and maintained by a qualified operator at its sole cost and expense (A) in a first-class manner, (B) in compliance with all applicable ordinances, resolutions, rules and regulations of the City, County, State and Federal Law, as well as standard industry practices including, without limitation, with on-site management, market rules and periodic (non- notified) inspections;(ii) Licensee at its sole cost and expense will work with approved organization(s) to book vendors for the Market who produce and sell fresh California produce, including fruits, nuts, vegetables, cut flowers, artisan breads, artisan prepared foods, gifts, "green" crafts and other products sold at comparable Certified Farmers' Markets operated by the Licensee; provided, however, all such vendors booked for the Market shall be subject to the terms of this Agreement; (iii) Licensee or its Agent at its sole cost and expense shall provide all necessary security and safety devices to protect the patrons of the Market during the Market's operating hours; (iv) Licensee at its sole cost and expense shall promote the Market and the Harbor image as a healthy, vital part of the community. (v) Licensee at its sole cost and expense shall obtain and maintain all necessary permits, certificates, and licenses required to operate a Certified Farmers' Market at the License Area and shall ensure that all participating farmers, producers, entertainers and vendors obtain and maintain all necessary permits, certificates, and licenses required pursuant to the Certified Farmer's Market regulations, local City, County, State and Federal laws; (vii) Licensee at its sole cost and expense shall surrender the License Area in the same condition, with all refuse, rubbish and personal property removed, as when received by Licensee each week prior to the Market, with exception for any normal wear or tear And (viii) Licensee shall not remove, damage or alter in any way the existing improvements or personal property of the County; and the Licensee shall repair, at its sole cost and expense, any damage or alteration to the License Area in the same condition that existed before the damage or alteration.

c. Special Activities

Upon receiving written approval from the Harbor Director one week in advance of event, Licensee shall provide special activities such as entertainment and cooking demonstrations from time to time. Licensee and County shall agree on an annual

calendar of special activities, subject to update during the year upon written approval from the Harbor Director or their designee, such approval not to be unreasonably withheld or delayed.

d. Storage

Licensee will be allowed to have one storage area or bin no larger than 8 feet by 20 feet (8' x 20') located on the License Area. County will approve the size and location in writing before the actual construction or placement of any storage facility.

e. Name

Licensee agrees to use the name "Channel Islands Harbor Farmers' Market" exclusively during its operation of the Market. County retains ownership of said name and all rights associated therewith and represents and warrants to Licensee that County exclusively owns all rights in and to said name and that County's use and permission for Licensee to use said name will not violate or infringe upon the rights of any other third party.

f. Utilities

Licensee is allowed to use a 110-volt electrical outlet installed by County located by the restroom adjacent to the License Area. Licensee is permitted to use County's trash dumpster located adjacent to the Property and may use other dumpsters as designated on a weekly basis by Harbor staff. Licensee must provide sufficient trash containers throughout the License Area and must service said containers as necessary to maintain a clean environment for the Market during and after its hours of operation.

g. Maintenance of License Area

Licensee agrees to keep License Area, including landscaped areas, free of debris after each use; failure to comply may result in an assessment of fees to cover cost of cleaning and/or in immediate termination of the Agreement at the sole discretion of County.

At no time shall any vendor or other person associated with Licensee park any vehicle in the landscaped areas of the License Area.

h. Conflicting Events

County and Licensee shall work together to relocate, reconfigure, reschedule, or cancel the Market from time to time if Channel Islands Harbor activities are scheduled to take place on the same day.

Section 2. Term

a. Initial Term

This Agreement shall be for an initial term of 3 years commencing on May 18, 2014 and expiring on April 30, 2017 (the "Initial Term" and, as may be extended pursuant to the terms of this Agreement, the "Term"), unless sooner terminated or extended in accordance with the terms hereof.

Rights to Extend. Licensee shall have the right to extend the Term of this Agreement for two successive periods of one (1) year.

b. Payment

Fee for use shall be \$1,250 (One Thousand Two Hundred Fifty Dollars) each month, due and payable on the first (1st) day of the month, commencing on May 1, 2014. 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. A late charge of \$125 shall apply on the second (2nd) of the month for each late payment subsequent to the first late payment in a 12-month period. After May 1, 2015, 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.

Section 3. Termination

County shall have the right to terminate this Agreement, upon written notice to Licensee, as follows: (a) following County's receipt of a written notice from any governmental authority that the Market violates or fails to comply with Applicable Laws or fails to maintain its certification as a Certified Farmers' Market; provided, however, if such violations are curable, County shall not have the right to terminate this Agreement unless and until Licensee fails to cure any such violations within fifteen (15) calendar days from the date Licensee receives written notice of the same. Time allowed to cure violations may be extended at the sole discretion of the Harbor Director.

Failure to comply with the terms and conditions as set forth in this Agreement may result in immediate termination at the sole discretion of County, including failure to of the Licensee to operate in a first-class manner, as evidenced by County receipt of significant complaints about the market, or discourteous treatment of the public by Licensee staff. This Agreement may be terminated by either party without cause by giving the other party thirty (30) calendar days written notice.

Section 4. Insurance and Indemnity

a. Insurance

Licensee shall take out and maintain or cause to be taken out and maintained throughout the Term of this Agreement, a comprehensive general liability insurance policy in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, with umbrella policy of Ten Million Dollars (\$10,000,000) or other such policy limits as the County may approve at its discretion, including contractual liability and automobile liability, as shall protect Licensor and the County and all of their officers, agents, employees, representatives and volunteers from claims for such damages. Such policy shall be issued by an insurer with a rating of "B+:XIII" or better by Best's Key Rating Guide, latest edition. Such policy or policies shall be written on an occurrence form. Licensor shall also furnish or cause to be furnished to the County evidence satisfactory to the County that Licensor and any Licensor with whom it has contracted for the performance of work pursuant to this Agreement carries Workers' Compensation Insurance as required by law. Licensor shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carriers on a form approved by the County setting forth the general provision of the insurance coverage. Such countersigned certificate shall name the County and its officers, employees, agents, representatives and volunteers as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured's status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the County of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material changes, cancellation or termination. Coverage provided hereunder to the Licensor shall be primary insurance and not be contribution with an insurance maintained by the County, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the County. Licensee shall, at least thirty (30) days prior to expiration of each policy, furnish County with certificates of renewal thereof or a certificate of insurance showing that Licensee has replaced such policy with a new policy and insurer meeting the requirements of this Section 4(a).

b. Indemnity

Licensee or its Agent shall indemnify, defend and hold harmless County and its agents, advisors, employees, partners, shareholders, directors, invitees, independent contractors 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") arising or growing out of or in any way connected with (i) Licensee's (or anyone claiming through or under Licensee, including, without limitation, any vendor and/or employee of Licensee) use, occupancy, management or control of the License Area, (ii) the operation of the Market, and (iii) Licensee's breach of this Agreement, provided that Licensee's maximum aggregate liability under this Section 4(b) shall not exceed the insurance coverage available to it

under (x) its policy(ies) conforming to the requirements of Section 4(a), or (y) if Licensee does not have in place one or more of the policies required by Section 4(a), the amount of coverage that would be available to Licensee under such a policy if Licensee then had it. County shall indemnify, defend and hold harmless Licensor and its agents, advisors, employees, partners, shareholders, directors, invitees, independent contractors from and against any and all Claims arising or growing out of or in any way connected with County's breach of any of its covenants, representations or warranties set forth in this Agreement.

c. Waiver of Claims

Licensee expressly waives all rights, if any, to assert any Claims against any of the County Parties, as their interests may appear, for any damage, destruction or loss to Licensee and/or its agents, representatives or employees 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 the gross negligence or willful misconduct of, or breach of this Agreement by, County. County shall have no responsibility to provide security, supervision or protection against any loss or harm that may be sustained by Licensee (or its employees, agents, representatives and guests) at the Center. Licensee accepts all responsibility for any injury or public liability incurred as a result of its use of the License Area unless it is demonstrated that any such claim is the due to the gross negligence or willful misconduct of the County or its agents.

Section 5. Market Products

a. Product Mix

Licensee at its sole cost and expense shall establish a product mix of fruits, vegetables, and non-agricultural products in the Market that will ensure maximum selection and minimize over-duplication at the Licensee's sole discretion.

b. Vendor Approval

New vendors, other than Certified Farmers, must be approved by the Harbor Director or their designee, such approval not to be unreasonably withheld or delayed. For convenience only, Licensee may allow a new vendor one-time access to the Market, providing approval of any subsequent access by such new vendor by the Harbor Director or their designee is obtained within one week of the date vendor makes application to Licensee, such approval not to be unreasonably withheld or delayed. Licensee further commits to providing, on a quarterly basis, a list of all participating vendors including names, addresses and a general description of product(s) sold (i.e., produce, flowers, jewelry, etc.).

c. Fishermen's Market

Subject to applicable County, State and Federal regulations, County shall continue to allow use of and provide available slips at the Commercial Fishing Marina to commercial fishermen to participate in a Fishermen's Market. Fishermen's Market

participants are tenants of County, and will provide rental payments, space agreements, and insurance directly to County.

This use is intended to be complementary to Farmers' Market offerings, and allow customers to purchase seafood directly from owners/operators. County and Licensee shall cooperate in marketing and promoting the Fisherman's Market in connection with the Farmers' Market, including placement of signage in the Farmers' Market License Area.

Section 6. Advertising

Licensee will develop a marketing plan in cooperation with County 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 for the entire term of the Agreement. County may assist Licensee in any further advertising by inclusion in Harbor marketing materials at the sole discretion of the County.

The County and Licensee will share the cost of printing and installing banners in the surrounding area prior to the opening of the Farmers market. The Licensee and County will mutually agree on artwork, banner sizes and installation locations before the County produces the banners.

Licensee will provide one (1) sign to be placed in front of the Market's location with Harbor Boulevard frontage. Size, design and location on a site plan are to be submitted to the Harbor Director for approval. Licensee shall provide temporary directional signage to be placed at the intersection of Victoria Avenue and Channel Islands Boulevard as well as Harbor Boulevard and Channel Islands Boulevard. Size, design and locations on a site plan are to be submitted to the Harbor Director for approval.

Section 7. Personal Agreement

Licensee understands and agrees that this Agreement is personal to Licensee and it shall not be constructed to convey any interest whatsoever in or to real property including, but not limited to, the License Area. Licensee shall have no right to assign, enter into a sublicense (other than to vendors offering product at the Market) or otherwise transfer or encumber this Agreement or any of Licensee's rights hereunder.

Section 8. Independent Contractor

The relationship created by this Agreement and the operation of the License Area by Licensee as a Certified Farmers' Market is that of an independent contractor and Licensee and its employees shall not be considered to be employees of County nor shall anything contained herein be deemed in any way to constitute a partnership, joint venture or joint enterprise between County and Licensee. 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 County 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 County, including, but not limited to, sick leave, vacation leave, compensatory leave, or health, life, dental, long-term disability, and workers' compensation insurance benefits.

Section 9. Agency

Licensee and its agents, employees, subcontractors, and consultants are not, and shall not be deemed to be agents of County, and shall have no authority, expressed or implied to act on behalf of County in any capacity, as agents or otherwise, or to bind County to any obligations.

Section 10. Access to Records

Licensee agrees that upon five (5) business days prior written notice County will be provided access, during normal business hours, to all accounting records of Licensee for the Market, including but not limited to duplicate vendor receipts and complete contact information for participating vendors.

Section 11. Notices

All notices, demands, statements or communications given or required to be given by either party to the other hereunder shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, by Federal Express or other respected overnight courier, or delivered personally, to the address set forth herein or to such other place as either party may from time to time designate in a notice to the other party. When addressed in accordance with this Section, and deposited in the United States mail, certified or registered mail, postage prepaid, notices shall be deemed given on the third day following such deposit in the United States mail. In all other instances, notices shall be deemed given at the time of actual delivery, if mailed by Federal Express or other respected overnight courier as provided in this Section 11 or upon the date personal delivery is made. Notices given under this Agreement shall be directed to the following addresses:

To Licensee: Board Treasurer
 Raw Inspiration
 23501 Park Sorrento Drive, Suite 105
 Calabasas, CA 91302

To County: Director
Harbor Department
County of Ventura
3900 Pelican Way
Oxnard, CA 93035

Either party may, by giving written notice in accordance with this Section, change the names or addresses of the persons or department designated for receipt of future notices.

Section 12. Miscellaneous

a. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, subject to the limitations on assignment set forth in Section 7, above.

b. 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.

c. Entire Agreement

This Agreement and the exhibits hereto constitute the full understanding between County and Licensee as of the date first written above. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, whether written or oral, between the parties hereto.

d. 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.

e. 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.

f. 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 County 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.

g. Power and Authority

Each of the persons executing this Agreement on behalf of Licensee and County respectively warrants and represents to the other that they have full power and authority to execute this Agreement and bind their respective parties hereto.

h. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first set forth above.

County of Ventura

By 
Lyn Krieger, Director

Raw Inspiration, Inc.

By 
Brittany Schaefer, Treasurer

EXHIBIT "A" Map of Location