

REVOCABLE LICENSE AGREEMENT

(Ventura County Medical Center Employee Parking and Shuttle - Pacific View)

This Revocable License Agreement (the "Agreement") is made as of this _____, by and between Macerich Buenaventura Limited Partnership, a California limited partnership ("Licensor") and County of Ventura, a California Government Agency ("Licensee"), based upon the following facts and circumstances:

A. Licensor is the owner(s) of the shopping center commonly known as Pacific View, located at 3301-1 East Main Street Ventura, CA 93003 (the "Center"); and,

B. Licensee desires to license a portion of the Center for the Licensed Activity (as hereinafter defined), upon such terms, covenants and conditions as are more particularly described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the terms and conditions hereinafter set forth:

1. **Term.** The "Term" of this Agreement shall commence on December 01, 2022 (the "Commencement Date"), and shall terminate on May 31, 2023, unless sooner terminated as provided for herein. Notwithstanding the foregoing, Licensor may terminate this Agreement, at any time, on Two (2) days prior written notice thereof.

2. **License Fee.**

(a) License Fee. Licensee shall pay to Licensor as a license fee (the "License Fee"), the estimated sum of Six Thousand Four Hundred Fifty And 0/100 Dollars (\$6,450.00), payable in accordance with the amounts and the schedule set forth on Exhibit A attached hereto and incorporated herein by reference.

(b) Percentage Fees. Intentionally Omitted.

(c) Proration. In the event the Term of this Agreement commences on other than the first day of the month or if the Term expires on a day other than the last day of a month, then the License Fee shall be prorated. In the event the Term covers only a portion of any specific calendar month, the License Fee and the Percentage Fees for such month, as well as the base sales dollar amount(s) provided in Paragraph 2(b) above, shall be prorated by multiplying the annualized amount by a fraction, the numerator of which is the number of days in such calendar month which fall within the Term and the denominator which is 365 if the year in which such calendar month falls is not a leap year and 366 if the year in which such calendar month falls is a leap year.

(d) Payment. The License Fees payable herein includes the excise, transaction, rental, sales or privilege tax (except net income tax) now or hereafter levied or imposed upon Licensor or the owner(s) of the Center by any governmental agency on account of, attributed to or measured by this Agreement which taxes are subject to change based on applicable law. The License Fee shall be sent to the following lockbox address for the Center: Macerich Buenaventura Limited Partnership Dept # 880490 P.O. Box 29650 Phoenix, AZ 85038-9650 or any other person or firm as Licensor may designate in writing. If Licensor so notifies Licensee in writing (and Licensee is able to reasonably comply), all License Fees due Licensor hereunder shall be made by electronic money transfers in accordance with Licensor's written directive therefor. Licensee shall be obligated to pay the License Fees hereunder when due regardless of whether Licensee receives a statement therefor.

3. **Licensed Activity.** Licensee shall use the Licensed Area (as defined below) during the Term solely for the following purpose: Ventura County Medical Center Employee Parking and Shuttle (the "Licensed Activity"), as further described on Exhibit B attached hereto and incorporated herein by this reference. Licensee may not use the Licensed Area for any other use or purpose.

4. **Licensed Area.** The "Licensed Area" is approximately 10,000 S.F., as depicted on Exhibit C attached hereto and incorporated herein by reference, which specific location shall be mutually agreed upon by the parties. No other portion of the Center may be used by Licensee, except for the Common Area in common with other persons and except as otherwise provided for herein. As used herein, the term "Common Area" shall mean all realty and improvements in or at the Center now or hereafter made available by Licenser for the general use, convenience and benefit of Licensee and other occupants of the Center. Licensee agrees that the Licensed Area or any portion thereof may be relocated at any time at the discretion of, and without liability to, Licenser, to a mutually agreed upon location within the Center. If Licenser and Licensee cannot agree on the relocation of the Licensed Area, Licenser shall make the final determination.

5. **Marketing and Sponsorship Components.** In connection with this Agreement, Licensee shall be granted the following advertising and sponsorship components ("Sponsorship Components"): N/A All Licensee created collateral, including (i) the Sponsorship Components, (ii) signage or banners, (iii) any literature, prizes or gifts that contain the Center's and/or Licenser's logo; or (iv) other similar items shall be subject to the prior approval of Licenser. Licensee agrees that Licenser shall be entitled to review and approve the nature, content and scope of all of items provided by Licensee. The parties acknowledge and agree that Licenser and Licensee shall mutually determine the precise areas or locations of the Sponsorship Components, which areas or location may be changed by Licenser. All locations of the collateral contained herein are subject to change by Licenser. All artwork shall be designed and provided by Licensee to Licenser. All artwork shall contain 90% image/10% copy and require the prior approval of Licenser before any signage or advertising is produced or displayed at the Center. All production and installation of signage and advertising components and graphics are to be at the sole expense of Licensee. Licenser will coordinate all final signage installation using Licensee prepared artwork unless otherwise agreed to by the parties. The foregoing marketing efforts are subject to change from time to time and may vary, based on the circumstances for Licenser and Licensee. Licenser and Licensee agree to negotiate in good faith regarding any changes and variances and to cooperate with regard to any such variances and substitutions. The Sponsorship Components shall not supersede any existing or future obligation created by a lease or other agreement with a tenant or other occupant of the Center.

6. **Non-Exclusivity.** Licensee hereby acknowledges and agrees that the Licensed Activity and any and all rights granted under Paragraph 5 of this Agreement shall be non-exclusive.

7. **Insurance.** Licensee, at its sole cost and expense, shall obtain and keep in full force and effect while conducting any activities at the Center, a policy of comprehensive general liability insurance, including without limitation broad form property damage liability and personal injury liability coverage, arising out of Licensee's operations, naming Licenser, the owner(s) of the Center and its management company and all owned, managed, controlled, non-controlled and subsidiary companies, corporations, entities, joint ventures, limited liability companies and partnerships and all of their constituent partners and members and such other entities as Licenser shall reasonably request, as additional insureds. Said insurance shall at all times be in an amount of not less than Two Million And 0/100 Dollars (\$2,000,000.00) combined each occurrence in the aggregate for personal and bodily injury and property damage. Licensee, at its sole cost and expense, shall also obtain and keep in full force and effect while conducting any activities at the Center, garage keepers liability and commercial automobile liability insurance having a combined single limit of not less than Two Million And 0/100 Dollars (\$2,000,000.00) each accident and insuring Licensee against liability for claims arising out of ownership, maintenance, or use of any owned, hired, borrowed or non-owned vehicle. All such insurance shall specifically insure the performance by Licensee as to liability for injury to or death of persons and injury or damage to property, subject to standard policy provisions and exclusions. To the extent applicable, Licensee shall also obtain and keep in full force and effect during the Term of this Agreement, workers' compensation insurance in the amount required by the state or commonwealth in which the Center is located and Employers' Liability insurance on an "occurrence" basis but, in either case, with a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee by disease and Five Hundred Thousand Dollars (\$500,000.00) policy aggregate by disease, covering all persons employed by Licensee in the conduct of its operations (including the all states endorsement and, if applicable, the volunteers endorsement). Certificates evidencing the coverages required under this Paragraph 7 shall be delivered to Licenser prior to Licensee entering upon the Center. Such certificates shall contain a provision that Licenser and Licensee shall be given a minimum of fifteen (15) days written notice by the insurer prior to cancellation, termination or material change of such insurance.

Licensee waives any rights to recover against Licensor for claims for damages whether or not covered by insurance including claims made by Licensee's employees, agents or independent contractors. This provision is intended to waive fully, and for the benefit of Licensor, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverages obtained by Licensee pursuant to this Agreement shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance.

8. **Indemnification.** Licensee hereby agrees to indemnify, defend and hold Licensor harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorney's fees) arising out of: (i) Licensee's or its independent contractors' or vendors' actual or alleged actions or non-actions; (ii) Licensee's or its independent contractors' or vendors' breach of any representation, warranty, term, condition or performance of or under this Agreement; and (iii) the Licensed Activity and/or any materials provided by Licensee infringe a patent, copyright or trademark or any other right of a third party. Licensor shall not be liable to Licensee for any injury, damage or loss arising out of or in any way related to any act, omission or negligence of other occupants or other occupants of the Center or patrons, customers or invitees of the Center, all such claims against Licensor for any such injury, damage or loss being hereby expressly waived by Licensee. Licensee's obligation to indemnify Licensor as herein provided shall survive the expiration or earlier termination of this Agreement for acts or omissions occurring prior to such expiration or termination. For purposes of this paragraph only, the term "Licensor" shall be deemed to include the owner(s) of the Center and its management company and the partners, shareholders and/or members of each of these entities.

9. **Sales Report.** Intentionally Omitted.

10. **Default.** The occurrence of any of the following shall constitute an event of default:

i). Any failure by Licensee to pay any sums due hereunder if such failure continues for a period of time in excess of Three (3) days after notice from Licensor to Licensee,

ii). Any failure by Licensee to perform any other of the other terms, conditions, or covenants of this Agreement to be observed or performed by it if such failure continues for a period of time in excess of Three (3) days after written notice; or,

iii). Licensee's attempt to "assign" this Agreement or any of Licensee's rights hereunder contrary to Paragraph 11 of this Agreement.

If a default occurs, Licensor, in addition to any other rights or remedies it may have at law or in equity or under this Agreement, shall have the immediate right to unilaterally terminate this Agreement and to remove all persons or property from the Licensed Area (such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Licensee), all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for loss or damage which may be occasioned thereby.

11. **Assignment.** This Agreement, and the rights granted hereunder, are personal to Licensee and are non-assignable and non-transferable by Licensee. Any attempted assignment or other transfer of this Agreement or any rights hereunder by Licensee shall be null and void, have no effect and confer no rights upon any third party.

12. **Manner of Operation.** Licensee and its employees shall wear appropriate attire at all times while in the Center pursuant to this Agreement. Licensee agrees to comply with (and cause its officers, employees, contractors, invitees and all others doing business with Licensee, to comply with) all rules and regulations of general applicability regarding the Center as may be established by Licensor at any time and from time to time during the Term, including without limitation the Operating Rules set forth on Exhibit D and the Outdoor Sale Guidelines set forth on Exhibit E, attached hereto and incorporated herein by reference, to the extent applicable and the rules and regulations pertaining to signs.

13. **Suitability of the Licensed Area.** Licensee hereby accepts the Licensed Area in an "AS IS" condition and Licensor expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability of the Licensed Area. It is understood by Licensee that Licensor does not

provide security protection for the Licensed Area and/or Licensee's property. The Licensed Area has not undergone an inspection by a Certified Access Specialist (CAsp). In accordance with Section 1938, subsection (e), as amended, of the Civil Code of the State of California, please note the following as of 1/1/2017: "A Certified Access Specialist (CAsp) can inspect the subject licensed area and determine whether the subject licensed area comply with all of the applicable construction-related accessibility standards under the state law. Although state law does not require a CAsp inspection of the subject licensed area, the commercial property owner or lessor may not prohibit Tenant from obtaining a CAsp inspection of the subject licensed area for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection and the costs of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

14. **Waiver of Jury Trial.** Licensors and Licensee hereby waive trial by jury in any action or proceeding brought by either to enforce or defend the provisions of this Agreement. The parties further agree that any legal action or proceeding related to this Agreement shall be instituted in a court of competent jurisdiction in the state or commonwealth where the Center is located. This Agreement shall be construed and enforced in accordance with the laws of the state or commonwealth where the Center is located, including the construction, performance and enforcement of the Agreement, excluding choice of law.

15. **Compliance of Laws.** Licensee shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules, regulations and licensing requirements (state, federal, municipal or any other agency having or claiming jurisdiction) related to its activities at the Center as provided for under this Agreement. All business licenses and other applicable permits and licenses shall be secured and paid for by Licensee and its employees, as appropriate.

16. **Confidentiality.** Licensee may not disclose to any third party the terms and conditions of this Agreement or any confidential information regarding Licensors or the operation of its business except as may be necessary to establish or assert rights hereunder or required by law; provided, however, it may on a confidential basis, disclose this Agreement to its accountants, attorneys and financing organizations and other individuals within Licensee's organizations on a "need to know" basis. This obligation shall survive the expiration of the Term of this Agreement.

17. **Notices.** All notices required hereunder shall be in writing and may be delivered by personal service (in which case such notice shall be deemed delivered as of the day of such delivery whether accepted or rejected) to the other party or via reputable overnight courier (in which case such notice shall be deemed delivered as of the day of such delivery whether accepted or rejected), or sent postage prepaid by certified mail (in which case such notice shall be deemed delivered as of the third day after the date of such mailing whether accepted or rejected), to the following addresses, and for notices to be delivered to Licensors, a copy shall also be sent to the Property Manager at the Center:

To Licensee:

County of Ventura
800 South Victoria Avenue
Ventura, CA 93003

To Licensors:

c/o Macerich
1961 Chain Bridge Road, Suite 105
McLean, VA 22102
Attn: Petra Maruca, V.P., Business
Development

With a copy to:

The Macerich Company
401 Wilshire Blvd., Suite 700
Santa Monica, CA 90401
Attn: Legal Department

18. **Representations and Warranties.** Licensee hereby grants to Licensor (at no cost to Licensor) the right and license to use, exploit, print, publish, reproduce, display, distribute and broadcast and to grant others the right to use, exploit, print, publish, reproduce, display, distribute and broadcast all such trademarks and service marks, including Licensee's and its affiliates' and its vendors' and independent contractors' names and logos, during the Term of this Agreement in connection with the Licensed Activity in any media now known or hereafter devised (including, without limitation, on Facebook, YouTube, Twitter and Instagram), and Licensor's (or an affiliate or subsidiary thereof's) website during the Term of this Agreement, prior to the Term and after the Term of this Agreement in connection with the Licensed Activity.

19. **Condition of Licensed Area.** Upon the expiration or earlier termination of this Agreement, in whole or in part, for any reason whatsoever, Licensee shall leave the Licensed Area at the Center in a neat and broom clean condition, free of debris and in as good condition as when the Licensed Area were originally delivered to Licensee and repair any penetration or hole left by the removal of Licensee's personal property, ordinary wear and tear and casualty damage excepted. Licensee hereby authorizes Licensor to remove all such personal property upon Licensee's failure to remove all personal property from the Center after the expiration or earlier termination of this Agreement. Licensee hereby waives any and all loss or damage thereto arising from the reasonable exercise of this power, and covenants to indemnify and hold harmless Licensor from and against any costs, claims, liens, damages or reasonable attorney fees, and costs and disbursements arising from such removal.

20. **Attorneys' Fees.** In the event any legal action is commenced to enforce the terms of this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees and court costs.

21. **Entire Agreement.** This Agreement is an integrated agreement, containing the entire agreement between the parties as to the matters addressed herein. There are no agreements between the parties which are not contained herein, and Licensee has not received or relied on any representations from Licensor or Licensor's agents other than as provided herein. No subsequent change, modification, or addition to this Agreement shall be binding unless in writing and signed by the parties.

22. **Electronic Execution.** Any signature to this Agreement transmitted electronically through DocuSign (or a comparable electronic execution system) shall be deemed an original signature and be binding upon the parties hereto (it being agreed that such electronic signature shall have the same force and effect as an original signature).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Licensor:

Macerich Buenaventura Limited
Partnership,
a California limited partnership

By: Macerich Property Management
Company, LLC
a Delaware limited liability company
its managing agent

Licensee:

County of Ventura,
a California Government Agency

dba: Ventura County Medical Center Employee Parking and
Shuttle

By: _____

Name:

Title:

Address:
3301-1 East Main Street
Ventura, CA 93003

Phone:

Fax:

Date: _____

By: _____

Name:

Title:

By: _____

Name:

Title:

Address:
County of Ventura,
800 South Victoria Avenue
Ventura, CA 93003
Phone:

Fax:

Email:

Date: _____

Exhibit A

Estimated License Fee Payment Schedule

Payment Number	Base Fee Amount	Tax Fee (if applicable)	Total License Fee	Payment Due Date
1	\$ 1,200.00	\$ 00.00	\$ 1,200.00	12/01/2022
2	\$ 1,050.00	\$ 00.00	\$ 1,050.00	01/01/2023
3	\$ 1,050.00	\$ 00.00	\$ 1,050.00	02/01/2023
4	\$ 1,050.00	\$ 00.00	\$ 1,050.00	03/01/2023
5	\$ 1,050.00	\$ 00.00	\$ 1,050.00	04/01/2023
6	\$ 1,050.00	\$ 00.00	\$ 1,050.00	05/01/2023
Total Fees Due			\$6,450.00	

EXHIBIT B

DESCRIPTION: Ventura County Medical Center Employee Parking and Shuttle

DATE: 12/01/2022

EVENT DATE/TIME: December 1, 2022 – May 31, 2023. Shuttle will operate 24 hours per day

LICENSEE EMERGENCY CONTACT INFORMATION/E-MAIL ADDRESS: Tabatha Wachter, (805) 652-6514, Tabatha.Wachter@ventura.org

A. Set-up Requirements:

1. Date: December 1, 2022 – May 31, 2023, Shuttle will operate 24 hours per day

2. Requirements:

- a) Set up must be completed by Center's time of open.
- b) Licensee must check in/out with Center management upon entry/exit of the Center.
- c) Licensee must use the following area to load in: NorthEast corner of the parking structure on the first level as highlighted on the map.
- d) Licensee must provide COI before entering the Center.
- e) Other: Please call security at (805) 642-5858 if needed.

B. Technical Requirements:

- 1. Electrical No
- 2. Computer No
- 3. Other n/a

C. Advertising & Signage:

- 1. Requested from Center: n/a
- 2. Within footprint: n/a
- 3. Web-site: Event will be promoted on center's website, email and Social Media outlets, with assets provided by Licensee made editable to remove certain aspects which have been specifically negotiated or at Licensor's discretion

D. On-Site Activity:

- 1. Product Distribution: n/a
- 2. Staffing: 1
- 3. Enter-to-win: n/a
- 4. Live Entertainment: n/a
- 5. Radio Remote: n/a

E. Other Third Parties Associated with the Licensed Activity: n/a

F. Equipment Requested:

- 0 Tables
- 0 Table Skirts
- 0 Staging
- 0 Skirting for Stage
- 0 Chairs
- 0 Stanchions
- 0 Trash Can
- 0 Sound System (microphone)
- 0 Pipe and Drape Sections
- 0 Podium

G. Closing and Tear Down:

1. Date: December 1, 2022 – May 31, 2023, Shuttle will operate 24 hours per day

2. Requirements:

- a) Tear Down must be complete after Center closes for business and before Center's time of open.
- b) Licensee must check in/out with Center management upon entry/exit from the Center.
- c) Licensee must use the following area to remove its personal property: NorthEast corner of the

parking structure on the first level as highlighted on the map.
d) Other: Please call security at (805) 642-5858 if needed.

EXHIBIT C LICENSED AREA

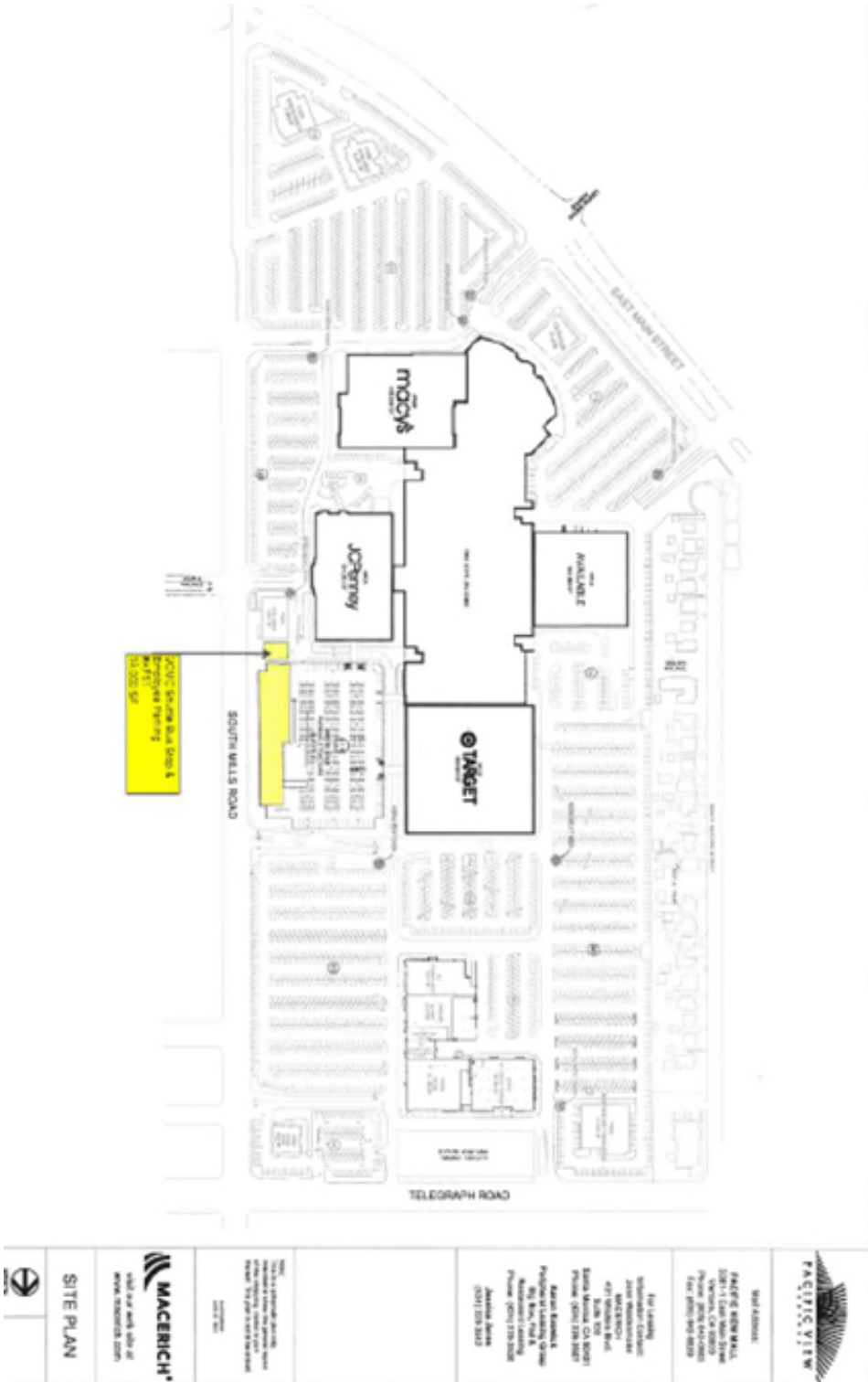


Exhibit D

Operating Rules

1. Licensee shall keep the Licensed Area open for business at all times while conducting its Licensed Activity at the Center and/or during the regular hours for the Center.
2. Licensee shall display no merchandise outside the Licensed Area, as set forth on Exhibit C and shall keep the Licensed Area and any displays in a safe, clean and proper manner. All boxes and other paraphernalia are to be stored under covered tables.
3. Licensee shall make arrangements with the Center management for trash removal and ensure that all trash is promptly removed from the Licensed Area.
4. Licensee shall provide all necessary tables, chairs, identical table skirting (unless provided by Center management), signs, etc. All tables must be covered to the floor on all four sides. The tops of tables must also be covered.
5. Any signs used at the Licensed Area shall be professionally prepared, stating the name of the business and reason for display. All signs are subject to Licensor's prior written approval. Any signage must be approved by the Center's Marketing Manager prior to entering the Center.
6. Licensee shall, upon execution of this Agreement, adhere to all plans provided to the Center's Marketing Manager related to the Licensed Area layout, location of equipment, set-up and take-down, and times and dates of display.
7. Licensee shall not permit food or beverages to be consumed at the Licensed Area. Licensee shall not permit food or beverages to be distributed or sold to customers at the Licensed Area without Licensor's prior written approval.
8. Licensee shall display customer sales return policies to the extent applicable.
9. Licensee shall not permit loitering nor solicitation at the Licensed Area. At no time may any person call out, directly solicit or physically detain customers nor may they enter any store at the Center or any other licensed area for the purpose of solicitation. Licensee may not distribute fliers at the Center outside of the Licensed Area.
10. Licensee shall not permit the playing of any musical instrument or radio or television (including radio remote) or the use of a microphone or loudspeaker in the Licensed Area without Licensor's prior written approval. Licensor reserves the right to terminate this Agreement if the volumes exceed those deemed appropriate by Licensor in its sole discretion.
11. Licensee shall furnish Licensor with emergency contact telephone numbers, e-mail address and a forwarding mailing address.
12. Licensee shall secure and be responsible for the Licensed Area at the close of business each day. Licensor assumes no responsibility for the merchandise or display.
13. Licensee shall deliver and surrender to Licensor immediate possession of the Licensed Area upon the expiration of the Agreement or its earlier termination as provided for in the Agreement, in the same condition as delivered, normal wear and tear excluded, in broom clean condition.
14. Licensee shall comply with all rule and regulations established by Licensor from time to time with respect to the common areas, facilities and sidewalks.
15. All items to be sold at the Licensed Area are subject to Licensor's prior written approval.

16. All merchandise must be hand-carried to the Licensed Area or, if dollied, the dolly must have wide rubber wheels only.
17. No equipment (hand trucks, ladders, tools, etc.) will be available or supplied by the Center or its management.
18. All forms of equipment (i.e., stanchions, fencing, staging, etc.) brought to the Center by Licensee must have approval by Licensors prior to set up.
19. All materials and equipment shall be brought to the Licensed Area at the times specified by Center management or the Marketing Manager for the Center.
20. Nothing may be taped or otherwise affixed to fixtures in the Center. Nothing may be attached, secured to or hung from any architectural fixture in the Center. This includes by way of example, but is not limited to, walls, ceiling, sculptures, seating areas, plants or planters.
21. Electrical cords may not be run along the Center's floor and customer traffic walkways, except in areas approved by Licensors in advance and such areas must be covered with an approved electrical cover.
22. A Center representative will be opening floor electrical sockets and plates at entry time for the Licensed Activity to the extent applicable. Licensee is prohibited from moving these items. Only 110-volt household current is available. All electrical cords must be UL-approved. All power requirements must be discussed and approved by Licensors. Center management must supervise all approved electrical installations and set up.
23. Wax floor finishes in the Center are delicate and easily scratched. Licensee is responsible for any and all damage to the floor in the Center caused by it due to the set-up, tear-down and operation of the Licensed Area.
24. No credit card signs may be displayed
25. The maximum height allowed for the top of the Licensed Area is six (6) feet.
26. Licensee and each of its employees shall park their vehicles only in areas designated by the Center's management.
27. Licensee shall furnish and pay for all labor needed to set up and take down the Licensed Area. Licensee's set-up may not commence earlier than one (1) day prior to Licensee's Licensed Activity and the complete take down must be finished the day after Licensee's Licensed Activity has ended. All Licensee equipment, including, but not limited to, portable restrooms, bottled water, dumpsters, etc. must be removed from the Center by that date.
28. Failure by Licensee, its agents, employees and contractors to abide by any of these Operating Rules shall entitle Licensors to immediately terminate the Agreement.

EXHIBIT E

Outdoor Sale Guidelines

1. Licensee shall keep the Licensed Area open for business during the normal Center hours or as otherwise agreed to by Licensor, in Licensor's sole discretion.
2. Licensee shall not permit any rubbish or refuse containers to accumulate.
3. Licensee shall furnish and pay for all labor needed to set up and take down display within 24 hours.
4. Licensee shall submit to Center in advance, upon execution of this Agreement, all plans related to the location of equipment, set up and take down, time and dates of sale.
5. Licensee shall secure necessary governmental licenses and permits and provide Licensor with an executed copy.
6. Licensee shall be responsible for hiring and supervising its own security staff.
7. Licensor reserves the right to remove, at any time, any exhibitor, display, signage or portion thereof which is not in keeping with the guidelines herein.
8. Any infraction of these rules will result in: a) Licensee being subject to removal; and b) a \$250.00 fine for every infraction of any of the Outdoor Sale Guidelines
9. Tents, fencing and balloons can only be secured by water barrels, concrete barriers or other weighted objects. The landscaped areas and asphalt cannot be punctured at any time.
10. All event participants (sublicensees, contractors) are expected to comply with the guidelines set forth in this Agreement. Licensee is under an obligation to make sure these are enforced appropriately. These may be reproduced at Licensee's expense and we suggest that you have them signed as part of your contract.