

COPPEROPOLIS TOWN SQUARE
TEMPORARY LICENSE and INDEMNIFICATION AGREEMENT
(Participant)

THIS *TEMPORARY LICENSE and INDEMNIFICATION AGREEMENT* (this "License") is made and entered into as of March 23, 2019, by Copper Valley Development, Inc, a California corporation whose address is 100 Town Square Road, Copperopolis, Ca 95228 ("Licensor"), and _____ ("Licensee-Participant") whose address is _____.

As used herein, Licensor shall mean and include: Copper Valley Development Inc., and its agents, managers, employees, representatives, officers, directors, partners, contractors, lenders, affiliated entities, attorneys and invitees.

RECITALS

WHEREAS, Licensor is the owner and manager of the Copperopolis Town Square mixed-use commercial and residential center located in Copperopolis, Calaveras County, California (the "Center"); and

WHEREAS, Licensor wishes to grant to Licensee-Participant, in exchange for the consideration described herein and on the terms and conditions set forth herein, a temporary revocable license to use a certain identified portion of the Center for the specific purpose(s) described hereinbelow.

AGREEMENT

NOW THEREFORE, in exchange of the mutual consideration described hereinafter, Licensor and Licensee-Participant agree as follows:

Grant of License

In consideration of the promises made herein by Licensee-Participant to Licensor, Licensor hereby grants to Licensee-Participant a revocable non-exclusive license to use, in its "as is" condition, that portion of the Center (the "Designated Area") described as:

_____ Designated location for vendor space and any other portion of the Copperopolis Town Square accessible during the events for the year 2018, with approved application for each event separately. Vendor is not guaranteed a space for any event. It shall be up to the discretion of the event coordinator planning the event to confirm each event and participant must apply and pay the fee as stated on the application. This waiver will not be required to be signed again for events that are during the 2018 event season and will be attached to any future application by participant.

Chili Cook-off _____

for the limited purpose(s) of (the "Activity");

2019 scheduled events that allow vendors and will be limited to the events scheduled time including time the scheduled time for set-up and tear down of vendor space. _____

Licensee-Participant may not use the Property for any other purpose or business without obtaining Licensor's prior written consent which may be granted or withheld at Licensor's sole and absolute discretion. Licensee-Participant shall comply with the requirements of any insurer of the Center and with all governmental rules, regulations, ordinances, statutes, laws and orders pertaining to the Center. All property of Licensee-Participant shall be kept and stored at the sole risk of Licensee-Participant, and Licensee-Participant assumes all risks and waives all claims against Licensor with respect thereto.

Term

This License shall commence on March 23, 2019 (the "Commencement Date") and shall remain in force and effect until March 23, 2019 _____ (the "Termination Date"), unless terminated earlier by Licensor as provided below.

Indemnity

Licensee-Participant, as a material part of the consideration to be rendered to Licensor under this License, waives all claims against Licensor for damages to all personal property in, on, or about the Designated Area, and for injuries to and/or death of persons in or about the Designated Area, from any cause arising at any time. Further, **Licensee-Participant agrees to indemnify, defend, and save harmless Licensor for, from, and against any loss, claim, demand, expense (including, but not limited to, any attorneys' fees that a court may assess in any action), action, cause of action, award, fine lien, damage, penalty, charge, cost, judgment or liability of any kind or character (collectively a "Claim") arising out of, resulting from, or incurred by reason of, whether directly or indirectly, actively or passively Licensee-Participant's use of the Designated Area pursuant to this License. Licensee-Participant's indemnification obligation shall survive the expiration or termination of this License.**

Licensee-Participant's Initials

Nothing contained herein is intended to require Licensee-Participant to indemnify Licensor for any Claim arising out of, resulting from, or incurred by reason of Licensor's own acts, omissions or negligence.

Licensor shall not be liable for any damage by or from any act or negligence of any other occupant of the Designated Area. Licensee-Participant agrees to pay for all damages caused to the Designated Area.

Revocation/Amendment/Termination

Licensor may revoke, revise, amend, modify or terminate this License at will, for any or no reason, at Licensor's sole and absolute discretion, effective immediately, by providing Licensee-Participant with written notice of such revocation, revision, amendment, modification or termination.

Property Removal

Upon completion of the Term set forth above in this License, Licensee-Participant shall remove any and all Personal Property from the Center and repair any damage caused by such removal or otherwise and leave the area in which the Activity was located. Any Personal Property not removed may be considered as abandoned, and Licensor may order the same

removed and/or stored at Licensee-Participant's expense or take any other action with respect thereto permitted by law. Licensor also may repair any damage, including but not limited to any cleaning required, at the sole cost and expense of Licensee-Participant.

Attorneys' Fees

If any legal action or proceeding arising out of or relating to this License is brought by either party to this agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

This agreement constitutes the entire agreement between Licensor and Licensee-Participant relating to the License. Any prior agreements, promises, negotiations or representations as to the subject matter of this License not expressly set forth in this document are of no force and effect.

IN WITNESS WHEREOF, Licensor and Licensee-Participant have executed this License as of the date first written above.

LICENSOR: Copper Valley Properties, Inc., a California corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

LICENSEE-PARTICIPANT: Signature: _____

Name: _____

Signature: _____

Name: _____