



3351 S. Avenue 4E ♦ Yuma, AZ 85365 ♦ (928) 328-1088

LICENSE AGREEMENT TO OPERATE VENDOR SPACE(S)
MONTHLY/SEASONAL VENDORS FOR THE 2018-2019 SEASON

DATE _____, 201__

LICENSEE (YOUR NAME) _____

BUSINESS NAME _____

DESCRIPTION OF BUSINESS AND GOODS OR SERVICES SOLD. Licensee must provide detailed descriptions of all good and/or services sold from their specified space(s) under this Vendor License Agreement. Licensee represents and warrants that the attached descriptions incorporated on Exhibit “A” herein are accurate and include all goods and/or services to be sold, including brand names, product type and manufacturers. Please, make sure to review all prohibited merchandise listed in the AZ Market Place Rules and Regulations.

PHONE # _____ AZ TAX ID # _____

DRIVER’S LICENSE # _____ STATE _____

EMAIL ADDRESS _____

MAILING ADDRESS _____

EMERGENCY CONTACT

NAME _____ PHONE # _____

This License Agreement, effective this date first written above, is made by and between AZMKT, LLC, an Arizona limited liability company, hereinafter referred to as “Licensor”, operating as the AZ Market Place, with its principal place of business at 3351 S. Avenue 4E, Yuma, Arizona, and _____, hereinafter referred to as “Licensee”.

In consideration of the mutual covenants, agreements and stipulations contained in this License Agreement (the “Agreement”), the parties agree as follows:

For the sum of \$_____ per month beginning_____, and continuing each month thereafter for Licensor's 2018-2019 season, Licensor grants to Licensee the privilege to operate the vendor business selling products specified herein in spaces and/or kiosks numbered _____ at the AZ Market Place.

Late charge/ returned checks. Licensee acknowledges that licensor will incur certain administrative cost in connection with Rental payment, and that the amount of such administrative cost would be difficult or impracticable to ascertain. If Licensee fails to pay the rent in full by the 1st day after it is due, Licensee shall pay a late charge of \$5.00 per day, per space. Licensor does not waive the right to insist on payment of rent in full on the day it is due. In the event Licensee's check is dishonored by the bank, Licensee shall pay a returned check fee of \$35.00. A late charge will be imposed if the returned check causes the rent to be late. Licensor may require future payments to be in a form other than personal check in the event of a returned check.

Licensor provides no warranty, representation or assurance whatsoever as to Licensee's success in selling Licensee's merchandise.

Licensee is required to physically occupy and operate their business as described above no later than _____. In Addition, Licensee **MUST** contact Licensor by **OCTOBER 15, 2018** to assure compliance with said date. **If Licensee fails to contact Licensor, the reserved spaces and the deposit will be forfeited by Licensee without notice from Licensor.** The spaces will be assigned to another vendor in the sole discretion of Licensor.

The undersigned hereby acknowledges and agrees that the space deposit paid to Licensor shall be **NON-REFUNDABLE UNDER ANY CIRCUMSTANCE.**

Any vendor with a fully paid reservation to return **NOVEMBER 01, 2018**, for the 2018-2019 season may at their own risk leave his or her tent frame intact for the off-season, provided that all tarps are removed and that the tent frame is firmly anchored to the ground. Any frame leg that is on the asphalt must have protective material between the metal frame and the asphalt. If Licensee fails to occupy his/her space by **NOVEMBER 01, 2018** date, the metal frame will be deemed forfeited by Licensee.

For a prepaid sum of \$200.00 Licensor grants Licensee an additional license to store their personal property in the area identified by Licensor for the off-season period ending no later than October 15, 2018. Any property not claimed by October 15, 2018 will be deemed forfeited to Licensor to be disposed of at the discretion of Licensor. Property approved to be left is limited to folded tarps, racks, shelving, tables, counters and related display apparatus. **No merchandise is to be left.** All property must be on the concrete portion of the assigned area and firmly secured against damage. Licensor must approve the placement and security of property left before Licensee leaves the premises for the off-season. No property is to be left on the asphalt. Any property left without storage fees being prepaid will be deemed forfeited and disposed of at the discretion of Licensor. Any vehicle or trailer left on the premises after April 30, 2018, will be towed at the owner's expense. Any Licensee who has changed spaces for the upcoming

season must have their frames moved to the new spaces **BEFORE** leaving for the summer. All adjustments to the frame must also be completed before leaving for the summer.

Licensor provides no representation, warranty or assurance as to the security, safety or condition of Licensee's tent frame or property. Licensor provides absolutely no security or insurance for Licensee's tent frame or property. Licensee shall leave their tent frame and property at their own risk and peril and is solely responsible for safeguarding and insuring their tent frame and property from any loss or damage whatsoever.

Licensee hereby releases and agrees to defend and indemnify Licensor from any and all claims whatsoever arising out of Licensee's use of their space(s) at the AZ Market Place. Licensee further agrees to pay Licensor's attorneys' fees and costs in having to defend any claim made against Licensor as a result of Licensee's use of such space(s).

A copy of the Licensee's current driver's license (in the case of an individual) or corporate documents shall be provided to Licensor prior to opening for business.

An **Arizona Transaction and Privilege Tax License must be obtained** by the Licensee in order to occupy any space at the AZ Market Place. A current copy of such license shall be provided to Licensor prior to occupancy of any space(s).

Licensees selling food are required to have any necessary permits from the Yuma County Health Department and must furnish a copy of the current permit to Licensor.

This Agreement, the License granted herein and Licensee's occupancy of space(s) shall be subject to the AZ Market Place Rules and Regulations, as adopted and amended from time to time by Licensor, which are incorporated herein by this reference. Licensor may amend, modify or delete any Rule or Regulation at any time without notice to Licensee, which shall be immediately enforceable against Licensee.

Licensor may terminate this Agreement and the License granted herein without notice to Licensee in the event Licensee fails to comply with any term or provision of this Agreement or the Rules and Regulations of the AZ Market Place.

Licensee hereby acknowledges that they have received a copy of the AZ Market Place Rules and Regulations and agree to conform to and abide by said Rules and Regulations and to pay all AZ Market Place fees, rents and payments in advance.

Signature: _____ Date: _____

Print Name/Company: _____

Acknowledged and Agreed by Licensor:

Signature: _____ Date: _____

(SEE EXHIBIT "A" ATTACHED HERETO AS COMPLETED
BY LICENSEE AND APPROVED BY LICENSOR)
