

**GO 4TH FESTIVAL
LICENSING AGREEMENT
1339 Commerce Avenue, #309 A-3
Longview, WA 98632
Dates of Event: July 2, 3 & 4, 2012**

Company:
Address:
Licensee:
Telephone:

I. RECITALS

- 1.1 **Agreement.** This Agreement made _____ constitutes the full and complete Agreement between the Parties.
- 1.2 **Parties.**
 - (a) The Go 4th Festival Association is responsible for contracting vendor booth space at Lake Sacajawea, Longview, Washington during the Go 4th Festival.
 - (b) _____ of _____
Herein after referred to as LICENSEE, is desirous of using the premises described in paragraph 1.4 for the event described below. If the LICENSEE is two or more people, then the obligations of LICENSEE shall be their joint and several obligations, and notice given to one of them shall be deemed notice to all of them.
- 1.3 **Scope of Event.** The premises may be occupied and used by LICENSEE for the following purpose: **as a Commercial Booth Space Vendor at the 2012 Go 4th Festival**, and for purposes related directly thereto and as an incident thereto during the period of this Agreement.
- 1.4 **Premises.** The premises subject to this Agreement are described as follows: Booth Space #«BoothSpaceNo».
- 1.5 **Consideration.** In return for the mutual promises herein each Party agrees as set forth in this Agreement.

II. DUTIES OF LICENSEE

- 2.1 The LICENSEE agrees to pay the dollar amount associated with the choice made below as a **booth space fee** on the commercial vendor space. Please check one of the following boxes for your booth type. If you require more space than one booth provides, you must pay for as many as you need to accommodate your needs. **This signed Agreement along with the total booth space fee must be received by June 1, 2011. Agreements received after June 1, 2012 will be returned unless accompanied by the space rental due plus a 50% penalty fee. No refunds will be made after June 1, 2012.**
 - Curbside Booth:** Booths are 15' x 30' and are located adjacent to Nichols Boulevard. You may park behind your space. **These are assigned on a first come first serve basis.** These booths are open to all vendors. **Fee - \$450.00. After June 1, 2012, the fee is \$625.00.**
 - Non-Curbside Booth:** Booths are 15' x 15'. **These are assigned on a first come first serve basis.** These booths are open to all vendors. **Fee - \$225.00. After June 1, 2012, the fee is \$338.00.**
 - Craft Booth:** Booths are 15' x 15'. Craft booths are limited to items made by vendor. If you have **ANY** commercially manufactured items, you are not eligible for a craft booth. **Fee - \$150.00. After June 1, 2011, the fee is \$225.00.**
 - Non-profit Informational or Fund-Raising Booth:** Booths are 15' x 15'. Vendor **MUST** be a non-profit organization and provide written proof of non-profit status. **Fee - \$150.00. After June 1, 2012, the fee is \$225.00.**
- 2.2 Exhibits must be open and manned during official Go 4th Festival hours as set forth in paragraph 2.15.
- 2.3 LICENSEES may use only the assigned space for sales or promotion. No selling or advertising outside of the assigned booth space will be allowed.
- 2.4 **Power and water is not available to vendor sites.** Generators must be operated in a safe condition and may not be operated past 10:00 p.m. **Generators must be muffled, quiet and not emitting fumes. The LICENSEE agrees that the following listed items are what they intend to sell or display. Please do not assume the Go 4th Festival Association knows what you sell even if you have previously been a vendor with the event. If your product is not listed here, you will not be allowed to sell/display it unless prior written approval is received from the Go 4th Festival Association Director or her designee. You may attach a separate sheet if necessary.**

The LICENSEE agrees to remove immediately any material or merchandise being offered for sale or exhibited that does not meet the approval of the Go 4th Festival Association Director. **The following is prohibited from sale at the event: knives of any form; guns of any type (including toy guns); sexual or drug paraphernalia; clothing, products, materials or items that display sexual or drug sayings or photos, items or objects; no fireworks; no consumable products. Display and/or sale of any such items will cause immediate revocation of this Agreement without issuance of a refund for booth space.**

- 2.5 **Animals are not permitted on the premises or at those sections of Lake Sacajawea Park where the Go 4th Festival activities are taking place during the Go 4th Festival, except those animals approved in writing as a participant in a festival sanctioned event, law enforcement dogs, dog guides or service animals, unless such animal constitutes an unreasonable risk to property or other persons.**
- 2.6 A parking pass will be issued and must be displayed on the passenger side dashboard. **Only curbside vendors may park on Nichols Boulevard during the event.**
- 2.7 The Go 4th Festival Association Director reserves the right to make reasonable rules for the use and occupancy of the rented space, and the LICENSEE agrees to abide by all such rules promptly upon notice thereof. The LICENSEE acknowledges that its use of Lake Sacajawea during the Go 4th Festival Event must be appropriately managed to assure the safety of all event visitors and that such management requires cooperation with the Go 4th Festival Association Director, Officers and Representatives, and the City of Longview and its Representatives. LICENSEE and the agents and employees of LICENSEE shall at all times conduct themselves in an appropriate business manner with the Go 4th Festival Association Director, Officers and Representatives and the City of Longview and its Representatives. **No profane, abusive, argumentative or harassing language will be tolerated. LICENSEE and the agents and employees of LICENSEE will further avoid any inappropriate or unsafe actions, and shall take prompt action to stop or rectify any such unsafe activity of patrons of the event. Any violation of the terms of this section or the terms and conditions declared elsewhere in this Agreement will cause immediate termination of this Agreement and forfeiture of any booth space payment. The City of Longview Police Department possesses full authority to remove any person or persons from the premises at any time for any such violations.**
- 2.8 Any and all activities conducted by the LICENSEE upon the premises shall be strictly in accordance with the ordinances of the City of Longview and the laws of the state of Washington, and the LICENSEE shall not allow or permit any illegal activity to be conducted on the said premises. **Fireproofing regulations will be enforced.**
- 2.9 LICENSEE shall be responsible for payment of all local, state and federal taxes.
- 2.10 The Go 4th Festival Association Director reserves the right to relocate the reserved space if necessary.
- 2.11 This reservation of space may not be assigned or sublet to any other person, firm, or entity and any attempted assignment shall be void.
- 2.12 LICENSEE is responsible for general maintenance (sweeping, litter pick-up) of their assigned booth space, as well as the immediate surrounding area.
- 2.13 **Dates of Use.** The dates of use by LICENSEE shall be as follows:
- | | | |
|-----|--------------------|---|
| (a) | Set up: | July 1, 2012 - 7:00 a.m. to 5:00 p.m. You must check in prior to setting your booth space. |
| (b) | Event: | July 2, 3 & 4, 2012 |
| (c) | Move out/vacation: | July 5, 2012 before 12:00 noon. |
- 2.15 **Care and Condition.** LICENSEE shall be responsible for the care and maintenance of the premises and all facilities located thereon during the period of this Agreement. Upon the vacation date and time above, LICENSEE shall return the premises to the Go 4th Festival Association in as clean and good a condition as when received. LICENSEE shall be responsible for removing from the premises, on or before the vacation date and time above, all personal property. If such property is not removed in a timely fashion, the Go 4th Festival Association shall have the right to remove, store, sell, or otherwise dispose of it at LICENSEE'S expense. The LICENSEE assumes all risk of loss or damage, by theft or otherwise, to the property incurred during or as a result of any removal, storage, sale, or other disposition by the Go 4th Festival Association. LICENSEE expressly agrees that sale or other permanent disposition, private or public, may occur not less than thirty (30) days from the vacation date. LICENSEE, by executing this Agreement, acknowledges receipt of a copy of the rules and regulations for occupancy and use of the subject premises and agrees to make the same known to all of LICENSEE'S invitees, agents, employees, exhibitors, participants, and volunteers. LICENSEE shall provide reasonable policing and traffic control of persons expected or reasonably expected to be in attendance at any time during the event. LICENSEE shall be liable for loss or damage.
- 2.16 **Inspection.** The Go 4th Festival Association and representatives of the City of Longview, including law enforcement, fire department, Risk Manager, parks department, Fire Marshal, and their designees, and officers and deputies of the Cowlitz County Health Department, shall have access at all times to the premises and may control any criminal activity, nuisance, or real or potential harm to persons or property.
- 2.17 **Permits.** LICENSEE shall obtain all other permits and licenses required by applicable law or regulation. **A City of Longview business license is not required.** By executing this Agreement, the Go 4th Festival Association does not warrant that any other permits or licenses are necessary or not necessary nor does it waive any such requirements.
- 2.18 The Go 4th Festival Festival Association and the City of Longview shall not in any manner be liable or responsible for loss or damage to the LICENSEE'S property caused by fire, theft, or any other cause whatsoever. The LICENSEE shall be solely responsible for any loss or damage done to property or injury or death suffered by others as a consequence of the use of the rented premises and shall indemnify, defend and save harmless the Go 4th Festival Association and the City of Longview, including its officers, employees, volunteers and/or agents, against any claim for any loss, injury, death or damage to any person or property as a consequence of the LICENSEE'S use of the premises.

III. DUTIES OF THE GO 4TH FESTIVAL ASSOCIATION

3.1 **Use.** The GO 4TH FESTIVAL ASSOCIATION hereby grants to the LICENSEE a license to occupy and use the premises subject to this Agreement for the purposes described above on the dates set out in paragraph 2.15.

IV. LIABILITY

4.1 **Hold Harmless.** The LICENSEE shall protect, save harmless, indemnify, and defend, at its own expense, the GO 4TH FESTIVAL ASSOCIATION, the City of Longview, its elected and appointed officials, employees, contractors, agents and/or volunteers, Cowlitz County, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, arising out of or suffered, directly or indirectly, in connection with this license or use of the premises, including claims by LICENSEE'S employees or third Parties, except for those damages solely caused by the negligence or willful misconduct of the GO 4TH FESTIVAL ASSOCIATION, the City of Longview, Cowlitz County, its elected and appointed officials, officers, employees, or agents. With respect to any such claim for loss or damage suffered by employees of LICENSEE, LICENSEE waives for the sole purpose of this paragraph its immunity under worker's compensation law, RCW Title 51, and acknowledges that this waiver has been specifically negotiated between the Parties hereto.

4.2 **Insurance.** LICENSEE shall obtain and maintain continuously occurrence form commercial general liability insurance and/or other insurance necessary to comply with the hold harmless agreement above with combined limits not less than \$1,000,000 for each occurrence. **Such insurance shall include the GO 4TH FESTIVAL ASSOCIATION, the City of Longview, Cowlitz County, its elected and appointed officials, officers, employees, or agents as an additional insured and shall not be reduced or canceled without thirty days written prior notice to the Go 4th Festival Association.** LICENSEE shall provide to the Go 4th Festival Association for review and approval, a duplicate of the policy as evidence of insurance protection provided, as a condition precedent to execution of this Agreement. Such insurance, in its provision for additional insured, shall include a "Cross Liability Endorsement", "Severability of Interests," or "Separation of Insureds" provision indicating: "The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects any claim, suit, or judgment made or brought by or for any other insured or by or for any employee of any other insured. The policy shall protect each insured in the same manner as though a separate policy had been issued to each except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the insurer would have been liable had only one insured been named."

4.3 The Go 4th Festival Association and the City of Longview shall not in any manner be liable or responsible for loss or damage to the LICENSEE'S property caused by fire, theft, or any other cause whatsoever. The LICENSEE shall be solely responsible for any loss or damage done to property or injury or death suffered by others as a consequence of the use of the rented premises and shall indemnify, defend and save harmless the Go 4th Festival Association and the City of Longview, including its officers, employees, volunteers and/or agents, against any claim for any loss, injury, death or damage to any person or property as a consequence of the LICENSEE'S use of the premises.

V. ENFORCEMENT

5.1 **Notice.** Any notice required by this Agreement, or by law, shall be given by mail or personal delivery. Notice by mail shall be deemed to have been given when deposited in the U.S. mail, properly addressed, with postage prepaid. Such notice shall be given as follows:

If to the GO 4TH FESTIVAL ASSOCIATION: Cindy Goetz, Designee
Go 4th Festival Association
1339 Commerce Avenue, #309-A-3
Longview, WA 98632
Telephone number: (360) 749-0258

If to the LICENSEE:
«Licensee»
«Company»
«Address»
«City», «State» «Zip»

5.2 **Attorney Fees and Costs.** If, by reason of any default on the part of the GO 4TH FESTIVAL ASSOCIATION or LICENSEE, it becomes necessary for either Party to employ or use an attorney, or bring suit to recover rents due or enforce any provision of this Agreement, or for breach of any provision of the Agreement, then the prevailing Party shall be entitled, in addition to such other relief as may be allowed, to have judgment against the other Party for reasonable attorney fees and all court costs, costs of litigation, and expenses expended or incurred by such prevailing Party in connection with such default or action.

5.3 **Modification.** This Agreement may only be modified in writing and such modification shall take effect only after both Parties duly execute such modification.

5.4 **Non Waiver.** The failure of the GO 4TH FESTIVAL ASSOCIATION to insist on strict performance of any term of this Agreement, or to exercise any option conferred by it, in any one or more instances, shall not be construed to be a waiver or relinquishment of that or any other right of the GO 4TH FESTIVAL ASSOCIATION, but the same shall be and remain in full force and effect.

5.5 **Termination**

(1) This Agreement shall terminate, and LICENSEE shall vacate the premises as follows:

(a) At the end of the period of the Agreement as set out in paragraph 2.15.

(b) Upon written notice to the LICENSEE in the event of breach by LICENSEE of any other term of this Agreement.

(c) In the event of default in payment, breach of any other term of this Agreement, or for any and all damages caused to property of the GO 4TH FESTIVAL ASSOCIATION and/or the City of Longview by LICENSEE or its employees,

agents, participants, invitees, exhibitors, or volunteers, the CITY shall have a possessory lien upon any and all property of the LICENSEE stored, used, or located on any property of the City of Longview and upon any sums of money advanced to the GO 4TH FESTIVAL ASSOCIATION by or on behalf of the LICENSEE.

(d) Termination shall not affect the rights of the GO 4TH FESTIVAL ASSOCIATION or the City of Longview under any other provision of this Agreement.

5.6 **Governing Law and Stipulation of Venue.** The laws of the State of Washington shall govern this Agreement. The Parties stipulate that any lawsuit regarding this Agreement must be brought in Cowlitz County, Washington.

VI. RESTRICTIONS

6.1 **Dogs and other pets.** See paragraph 2.7

6.2 **Skateboards, scooters, etc.** – Due to the high-risk liability, skateboards, scooters, roller skates, roller blades and bicycles are not allowed at sections of Lake Sacajawea Park where the Go 4th Festival activities are taking place during

6.3 **Alcohol.** No alcohol shall be served or be permitted to be served in commercial vendor booth spaces. the Go 4th Festival.

VII. OTHER REGULATIONS & INFORMATION SPECIFIC TO EVENT

7.1 All users (LICENSEE and participants) of the Go 4th Festival Association event will conform to all rules and regulations of the event and the City of Longview but not limited to those set forth in this Agreement, the License Agreement and Attachments. LICENSEE is advised to make all participants aware of applicable rules and regulations.

Negotiations do not constitute an Agreement until:

- a) this Agreement is issued and signed by LICENSEE; and
- b) this Agreement is received back by the Go 4th Festival Association and is signed by the Director; and
- c) the payment indicated in the License Agreement is received.

7.2 **Non Discrimination.** LICENSEE agrees that no person shall be denied access to event regardless of race, creed, color, national origin, sex, the presence of any sensory, mental, or physical handicap, or the use of a bona fide service animal by a blind, deaf, or physically disabled person.

7.3 **Payment and Additional charges.** Move-in cannot start until the full payment is made, and the Agreement has been fully approved.

- a) Outstanding fees and charges will be billed within seven (7) days of closure of show. Payment is required within thirty (30) days or a 1.5% late fee per month will be assessed to outstanding balance.
- b) All payments are non-refundable. In addition, any cost incurred in the Go 4th Festival Association may also be subject to Legal Collection.

7.4 **Inspections.** The premises must be available to City, County, State and Event Center Administration inspections at all times to include Risk Management, Fire, Safety, and Building Department representatives.

7.5 **Fire and Life Safety Requirements.** The following mandatory requirements apply to all City of Longview, public assembly, show, fair, carnival, livestock and motorized vehicle events. Final approval of any event may be dependent on inspection by the Fire Marshal. **Questions may be directed to the City of Longview Fire Marshal.**

- a) **Decorative Materials, Drapes, Curtains & Tents.** The location and arrangement of any tent, canopy or air supported structure to be erected on the Go 4th Festival Association event premises requires prior and final approval from the Fire Marshal. A Fire/Life Safety Permit from the City of Longview is required prior to the erection of tents larger than 400 square feet. Certification of flame retardant treatment shall accompany your application.
- b) **Flammable and Combustible Liquids.** The use, storage and handling of flammable or combustible liquids inside buildings and tents is prohibited.
- c) **Propane (Liquefied petroleum gas).**
 - 1) The use and storage of LP Gas or LP Gas containers inside buildings or tents is prohibited.
 - 2) Containers located outside of buildings/tents shall be secured in an upright position with rigid brackets or chains. Regulators and piping must be LP Gas approved and protected from physical damage. A Fire/Life Safety Permit from the City of Longview is required prior to placement of LP gas tanks larger than 25 gallons.

GO 4TH FESTIVAL ASSOCIATION:

LICENSEE:

Director or Designee
Go 4th Festival Association

«Licensee»
«Company»

Washington State Department of Revenue tax registration number OR I am exempt from Washington State Department of Revenue registration requirements and have attached proof of nonprofit organization as defined in RCW 82.04.3651.