

# LICENSE AGREEMENT (Jefferson County Lake)

Name of Business: \_\_\_\_\_ (hereinafter "Licensee")

Person signing this form: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Work Phone Number: (\_\_\_\_) \_\_\_\_\_

Home Phone Number: (\_\_\_\_) \_\_\_\_\_

Cell Phone Number: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Type of Business Activities to be Conducted and/or Goods to be Sold:

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## CONTRACTUAL REQUIREMENTS AND CONDITIONS

### 1. LICENSE TO OPERATE; SEVERABILITY OF LICENSE, LICENSE FEE.

- a) In the event the Jefferson County Commissioners accept this License Agreement, Jefferson County (hereinafter "Licensor" or "County") does hereby grant Licensee permission to conduct the business activities identified above subject to all applicable laws and regulations of said activities and further subject to those terms and conditions set forth below.
- b) County can terminate this License at any time if the Licensee does not adhere to any guidelines or service obligations set forth in an agreement as deemed to be in the best interests of the County. Additionally, County can terminate this License for any reason upon thirty (30) days written notice. Upon termination of this Agreement, Licensee must vacate, dismiss, and cancel its events within such timeframe and to the satisfactory review of the County.
- c) Licensee's annual license fee is: \$ \_\_\_\_\_ **OR** \_\_\_\_\_ % of Licensee's gross monthly revenue.

### 2. TERM OF LICENSE

This License shall be for the following season outlined by the following dates:

- **SUMMER:** JUNE 1, 202\_\_ -- OCTOBER 1, 202\_\_.
- **WINTER:** DECEMBER 1, 202\_\_ -- FEBRUARY 12, 202\_\_.

### **3. EXTENSION OF TERM**

At County's sole discretion and by decision of the County Board of Commissioners, a one season extension of this Agreement may be granted. Licensee is not legally entitled to any extension of Term.

### **4. GUARANTEE OF PERFORMANCE**

Licensee shall abide by the terms of this Agreement and shall further pay any agreed upon fees for this License by the first day of each month.

### **5. TAXES**

Licensee shall pay any and all taxes related to its activities identified above, including the payment of sales taxes, personal property taxes, federal and state income taxes, excise taxes and any other taxes on a timely basis. County shall have no obligation to pay any of these taxes.

### **6. FACILITIES, ELECTRICITY, UPKEEP, AND SECURITY**

Licensee shall be entitled to use the following areas to perform its activities identified above:

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Licensee shall be responsible for payment of all utilities related to its activities identified above as well as be responsible for all needed upkeep of the facilities it uses for its activities including snow removal and providing any restrooms it deems necessary. Licensee shall take all necessary precautions to ensure the safety of the public and keep its facilities in good working order, even when Licensee is not operating its activities. Licensee shall be solely responsible to take its own steps to prevent damage from theft and vandalism. At the Licensee's option, it may install a security alarm system on its facility/equipment if desired.

### **7. EVENTS of DEFAULT**

Licensee shall be in default if any of the following occur and continue beyond any applicable grace or cure period:

- a) Licensee violates any material term of this Agreement;
- b) Licensee fails to pay Licensee Fee or any periodic payment thereof set forth in the Agreement;
- c) Licensee becomes bankrupt or insolvent, files any debtor protection proceedings in any court pursuant to any statute of the United States, files bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property, or makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the partial satisfaction of its debts; OR
- d) Licensee abandons its activities, gives evidence of its intention to abandon any of them, or otherwise indicates its unwillingness to perform substantially all of its obligations detailed in this Agreement.

If any such default occurs, County, without excluding or waiving any other rights or remedies that it may have, shall have the immediate right to remove all persons and property of Licensee from County property and store any such property in a County or public warehouse or elsewhere at Licensee's cost. Licensee agrees County shall not be required to resort to legal process to exercise its remedies in this Agreement and County's entry shall not be deemed a trespass upon Licensee's personal property, nor shall Licensee be liable for any loss or damage which may be occasioned by the removal and storage of such property. In the event of termination of this Agreement, Licensee shall be responsible for payment of all sums due including, but not limited

to, remaining License fees for the Term and any costs and expenses of seeking out and contracting with another licensee, including broker's and finder's fees, if any.

### **8. VACATING PREMISES UPON TERMINATION; CONDITION OF PROPERTY**

Upon the expiration of the Term or the earlier termination of this Agreement, Licensee shall be required remove its personal property and leave County's property in a clean and orderly condition as well performing any maintenance required by this Agreement which, at minimum, shall be the physical condition of the premises in which it existed at the time of commencement of this Agreement.

### **9. NO JOINT VENTURE**

Nothing in this Agreement or in the relationship of the parties hereto shall be deemed a joint venture between them but shall always be deemed to be a relationship between a licensor (County) and licensee (Licensee).

### **10. NOTICES**

All notices required or desired to be given after the Agreement is executed must be sent first-class or certified mail unless otherwise agreed by the parties in writing. Notices to the County shall be sent to the following address:

Jefferson County  
c/o Mickey Eames  
210 Courthouse Way Suite 160  
Rigby, ID 83442

Licensee shall be notified at the address presented above.

### **11. INSURANCE REQUIREMENTS.**

Licensee shall provide reasonable insurance coverage required as part of this Agreement, to be less than one million dollars (\$1,000,000.00). Upon award of this Agreement, a certificate of insurance form must be completed by Licensee's insurance agent/broker and submitted to the County for the amount identified above. It must be stated on the certificate that Jefferson County has been added as an additional insured under the General Liability coverage. The signing agent/broker must also certify in writing that the County has been endorsed as an additional insured on the General Liability insurance policy. This letter shall be addressed to the County. **The authorized representative who signs the form must sign the letter as well. Please note that the certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature.** Further, Licensee shall be responsible for maintaining the specified insurance coverage in force to secure all of Licensee's obligations under this Agreement with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Idaho and acceptable to Jefferson County.

### **12. LAWS AND ORDINANCES**

Licensee shall comply with all applicable laws, regulations, orders and ordinances. Licensee shall also obtain all necessary licenses and permits.

### **13. INDEMNIFICATION**

Licensee shall indemnify, defend, and hold harmless the County and its officers, agents, servants and employees, from and against any and all claims demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Agreement, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of Licensee, its officers, agents, servants or employees, any of its subcontractors, the County, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and Licensee shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that Licensee shall not be required to indemnify the County, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the County, its officers, agents, servants or employees, other than supervisory acts or omissions of the County, its officers, agents, servants, or employees, in connection with the work called for in the Agreement.

**14. DANGEROUS ACTIVITIES**

Licensee shall not conduct any dangerous activities including, but not limited to, fireworks, explosives, sale of alcoholic beverages, harboring or boarding of vicious animals, firearms, or any such activity considered to be dangerous. Further, Licensee shall not conduct any activities which are contrary to local, state or federal law.

**15. NOTIFICATION TO PATRONS**

Licensee shall provide written notification to its patrons that Licensee is acting as a private vendor and is not affiliated with the County. Licensee will document and conspicuously post all necessary and prudent warnings to the public of any dangers presented by Licensee's goods, concessions, equipment, and use/consumption thereof. Licensee shall not leave its property or equipment unattended during its hours of operation. During hours of non-operation, Licensee shall take all reasonable and necessary precautions to prevent the public from using Licensee's equipment. Licensee agrees County shall not bear any liability for any harm, damage, or injury related to Licensee's goods, concessions, activities, actions of Licensee's agents, storage of Licensee's equipment, and use/consumption by Licensee's patrons or the public of Licensee's goods, concessions, and equipment. Licensee shall indemnify, defend, hold the County harmless as set forth in this section as well as section 13 above.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Licensee**

**Title:** \_\_\_\_\_

**Duly-authorized**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** SCOTT HANCOCK, Chairman  
**Jefferson County Commissioners**