

Exhibit D

MAIN STREET OUTDOOR DINING LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License Agreement") is made and entered into in duplicate original as of this _____ day of _____ 20__ by and between **THE CITY OF SANTA CLARITA**, a municipal cooperation, hereinafter referred to as the Licensor, and _____, a California corporation, hereinafter referred to as the Licensee.

BASIC LICENSE PROVISIONS

1. **DESCRIPTION OF LICENSED PREMISES:** The Licensor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Licensee, and upon the following terms and conditions, hereby grants to the Licensee a revocable, non-exclusive license for the use of those certain premises (the "Licensed Premises") located in the City of Santa Clarita, County of Los Angeles, State of California, generally described and depicted on Exhibits "A" and "B" attached hereto and more particularly described to include the Standards for outdoor dining areas on Main Street within the Downtown Newhall Specific Plan, attached as follows:

2. **TERM OF LICENSE:** The term of this License Agreement is continuous until cancelled. Either Licensor or Licensee may cancel this license at any time upon 10 days' prior written notice to the other. Upon cancellation or termination of this License Agreement, and upon the request of Licensor, Licensee shall remove as requested any improvements, fixtures, equipment, and other personal property placed upon the Licensed Premises by Licensee. The costs and expenses of such removal, together with the repair of any damage occasioned thereby, will be borne solely by Licensee.

3. **USE OF LICENSE PREMISES:** Licensee is authorized to use said Licensed Premises for the purposes of outdoor dining as described in the Main Street Outdoor Dining Guidelines and no other uses. Licensee agrees that it will not use the Licensed Premises or any improvements thereon in a manner which violates any applicable governmental laws, rules, or regulations. Without limiting the foregoing, Licensee agrees that it will not suffer or permit the use, storage, disposal, or release on or about the Licensed Premises or the improvements thereon of any Hazardous Materials by its officers, agents, contractors, employees, guests, or invitees. As used herein, "Hazardous Materials" means any flammable explosives, radioactive materials, asbestos, PCB's, hazardous waste, toxic substances, or related materials, including, without limitation, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in any present or future federal, state, or local law applicable to the Licensed Premises or the improvements thereon, and the rules and regulations adopted or promulgated under or pursuant to any of the foregoing laws.

4. **REPAIR AND MAINTENANCE:** Licensee, at its cost and expense, agrees to maintain the Licensed Premises and all improvements located thereon in good repair and condition (including the making of all necessary replacements) and in a neat, safe and clean condition. Licensee's obligations under this License Agreement include, but are not limited to, the making of all necessary repairs and replacements to all parts of the Licensed Premises and improvements thereon, whether structural or non-structural, ordinary or extraordinary, it being agreed that

Licensor has no obligation to maintain, repair or replace any part of the Licensed Premises or improvements thereon. Without limiting the foregoing, Licensee, at its cost and expense, agrees to comply with all governmental laws, rules and regulations applicable to the Licensed Premises or the improvements.

5. ACCEPTANCE; CONSTRUCTION OF IMPROVEMENTS; SURRENDER:

Licensee acknowledges that prior to entering into this License Agreement it has investigated and inspected the Licensed Premises and all existing conditions and improvements located thereon to the full extent that Licensee has deemed necessary and appropriate. Licensee acknowledges that Licensor has made, and is making, no representations or warranties, express or implied, as to the condition of the Licensed Premises or the improvements located thereon, or as to the suitability of the Licensed Premises or the improvements thereon for Licensee's intended use. LICENSEE ACCEPTS THE LICENSED PREMISES "AS-IS" AND "WHERE-IS", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, AND SUBJECT TO ALL MATTERS, LIMITATIONS, CONDITIONS, AND RESTRICTIONS WHETHER OR NOT OF PUBLIC RECORD.

Licensee agrees that any and all work on the Licensed Premises will be performed in a good and workmanlike manner, pursuant to plans and specifications reasonably approved in advance by Licensor, and in compliance with all applicable governmental laws, rules and regulations. All contractors engaged by Licensee to perform any such work must be duly licensed and approved in advance by Licensor, which approval will not be unreasonably withheld, and must provide such bonds and insurance as is reasonably acceptable to Licensor, including, without limitation, comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence and naming Licensor as an additional insured. Licensee agrees to pay for all such work and agrees not to permit any liens, claims or encumbrances to be placed against Licensor's title to the Licensed Premises as a result of such work. Licensee also agrees that upon completion of such work the Licensed Premises and the improvements thereon will be free from all liens, claims and encumbrances relating to such work. Title to any new improvements shall remain with Licensee at all times during the term of this License Agreement.

6. INDEMNIFICATION AND HOLD HARMLESS:

Licensee agrees to indemnify, protect, defend and hold Licensor and its elected and appointed officials, officers, agents and employees, and each of them, free and harmless from any and all liabilities, claims, losses, damages, actions, judgments, costs and expenses (including defense costs and legal fees), which they, or any of them, may suffer or incur arising by reason of or relating to (i) bodily injury, death, personal injury, or property damage resulting from the negligence or willful misconduct of Licensee, its officers, contractors, agents, employees, guests, or invitees in or about the Licensed Premises or the improvements thereon or (ii) any work or other activities occurring in or about the Licensed Premises.

7. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:

Licensee agrees to procure and maintain general liability and property damage insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly from any act or activities of Licensee, its officers, agents, and employees, or any person acting for Licensee or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of Licensee, or its officers, agents, and employees, or any person acting for

Licensee, or under its control or direction. Such general liability and property damage insurance shall also name Licensor as an additional insured and provide for and protect Licensor against incurring any legal cost in defending claims for alleged loss. Such public liability and property damage insurance shall be maintained in the following minimum limits: A combined single-limit policy with coverage limits in the amount of \$5,000,000 per occurrence will be considered equivalent to the required minimum limits. If Licensee's operation or use of the Licensed Premises under this License Agreement results in an increased or decreased risk in the opinion of the City's Risk Manager, then Licensee agrees that the minimum limits as determined shall be changed accordingly upon written request by the Risk Manager. All required insurance must be in effect for the duration of the term of the License Agreement. Maintenance of proper insurance coverage is a material element of this License Agreement, and the failure to maintain and renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

8. WORKERS COMPENSATION INSURANCE: Licensee shall procure and maintain Worker's Compensation Insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both Licensee and Licensor against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by Licensee in, at, or about the Licensed Premises.

9. TAXES: Licensee agrees to pay all real property taxes and assessments (whether general or special), if any, which may be levied against the Licensed Premises, including any improvements located on the Licensed Premises, during the term of this License Agreement.

10. ASSIGNMENT; SUBLETTING: Licensee may not, either voluntarily or involuntarily, assign, sublet, transfer, hypothecate or encumber all or any part of its interest in this License Agreement or the Licensed Premises or any improvements

11. DEFAULT: If Licensee fails to perform or comply with any of its agreements or obligations under this License Agreement, and if such failure continues for more than 5 days (or such longer period as Licensor, in its sole discretion, may permit) following the giving by Licensor to Licensee of notice of such failure, then Licensee will be in default under this License Agreement. Notwithstanding the foregoing to the contrary, if Licensee fails to keep and maintain in full force and effect any of the insurance required to be maintained by Licensee under this License Agreement, then, at Licensor's sole option, Licensee immediately will be in default under this License Agreement without the necessity for Licensor to give any notice of such failure. If Licensee is in default under this License Agreement, Licensor will be entitled to pursue all rights and remedies which are available to it under this License Agreement or at law or in equity. All rights and remedies of Licensor are cumulative and not alternative.

12. NOTICES: Except as otherwise required by law, notices desired or required to be given by this License Agreement may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and sent by commercial delivery service or by depositing such envelope, with postage prepaid, in the United States Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to the Lessor at

City of Santa Clarita
Redevelopment Agency
23920 Valencia Boulevard, Suite 300

Santa Clarita, CA 91355

or such other place as may hereinafter be designated in writing by the Licensor, and the notices and envelopes containing the same to the Licensee shall be addressed to:

Licensee: _____
Name/DBA: _____
Location: _____
Mailing Address _____

Notices given in the foregoing manner will be deemed given, in the case of commercial delivery service, upon delivery to the party's notice address, and in the case of mail, 3 business days following deposit in the United States Post Office or any substation thereof or any public letter box.

13. WARRANTY OF AUTHORITY: Each party hereby covenants, warrants and guarantees that it has the power and authority to enter into this License Agreement, and each party agrees to defend, indemnify, and hold harmless the other party from any and all costs, expenses, and damages resulting from its breach of said covenants, warranty and guarantee.

14. LICENSOR'S TITLE : Licensee acknowledges and agrees that Licensor is the owner of the Licensed Premises and that nothing in this License Agreement grants to Licensee any right, title or interest in the Licensed Premises, except for the revocable right to use the Licensed Premises as provided in this License Agreement.

15. GOVERNING LAW: This License Agreement is to be governed by and construed in accordance with the internal laws of the State of California, without regard to principles of conflicts of laws.

16. AMENDMENT; WAIVER: No term or provision of this License Agreement may be amended, altered, modified or waived orally or by a course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of the party against which enforcement of such amendment, alteration, modification or waiver is sought. Any amendment, alteration, modification or waiver shall be for such period and subject to such conditions as shall be specified in the written instrument effecting the same. Any waiver shall be effective only in the specific instance and for the specific purpose for which given.

17. SEVERABILITY: The invalidity or unenforceability of any term or provision of this License Agreement shall not affect the validity or enforceability of any other term or provision of this License Agreement all of which shall remain in full force and effect.

18. ATTORNEY'S FEES: If either party to this License Agreement brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

19. COUNTERPARTS: This License Agreement may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument. Signature pages of this License Agreement may be detached from any counterpart and re-attached to any

other counterpart of this License Agreement which is identical in form hereto but having attached to it one or more additional signature ages.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

FOR: _____

By: _____

Print Name & Title

Date: _____

FOR CITY OF SANTA CLARITA:
KENNETH W. STRIPLIN, CITY MANAGER

By: _____
City Manager

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:
JOESEPH M. MONTES, CITY ATTORNEY

By: _____
City Attorney

Date: _____

EXHIBIT "A"

DEPICTION OF PREMISES

[SEE ATTACHED TWO PAGES]

