

**LICENSE AGREEMENT  
BETWEEN CITY OF FLAGSTAFF  
AND  
KINNE & HERMAN, LLC**

THIS LICENSE AGREEMENT ("Agreement") is entered into and effective the \_\_\_ day of \_\_\_\_\_, 2012, between the CITY OF FLAGSTAFF, an Arizona municipal corporation ("Licensee") and KINNE & HERMAN, LLC, an Arizona limited liability company ("Licensor").

RECITALS

1. Licensee desires to enter onto the property of the Licensor commonly known as \_\_\_\_\_, City of Flagstaff, Arizona as illustrated in Exhibit A attached hereto and made a part hereof (the "License Area"), for the purpose of utilizing the Property for its annual "Dew Downtown Flagstaff Snowboard and Ski Festival" (the "Event"), and the Licensor is willing to grant Licensee an exclusive license to do so, on the terms and conditions set forth below.
2. Licensor hereby grants Licensee and its contractors, subcontractors, vendors, invitees, employees, and agents (collectively, the "Users") a temporary exclusive license to enter on the License Area for the purposes of utilizing the License Area for activities related to the Event, subject to the following terms and conditions.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Property Use. Licensee and Users shall only use the License Area for purposes related to the Event. Licensee shall not carry on or upon the License Area, or any part thereof, or permit to be carried on any trade, business, or use of an unsafe or unhealthful nature, or which shall constitute a nuisance. Licensee shall not use, or permit to be used, said License Area or any part thereof, for any illegal, immoral, or Adult Entertainment purpose (as defined in the Zoning Code of the City of Flagstaff), whatsoever. Licensee and users shall comply with the requirements of the City of Flagstaff Police and Fire Departments in producing the Event and shall confer with said department to ensure safety and compliance with all City ordinances. Licensee agrees to restore the License Area to its original condition at the time the Licensee took possession upon termination of this License. Licensee shall clean up, remove and dispose of all garbage, trash and debris off the License Area at the end of each day.
2. Term. This Agreement shall go into effect on February 11, 2012 at 6:00 a.m.(the "Effective Date") and shall terminate on February 12, 2012 at 8:00 p.m.(the "Termination Date").
3. Condition of License Area. Licensee further acknowledges and agrees that it has inspected and approved the License Area and that Licensee is accepting and using said License Area in its current "as is" condition without any warranties, express or implied, on the part of the Licensor. Licensee assumes all risks of liability related to the use of the License Area

pursuant to this Agreement, or failure to otherwise comply with the terms of this Agreement, including personal injury or property damage resulting from the condition or layout of the License Area and shall further indemnify, defend and hold Licensor harmless from any and all costs that any employees, agents, volunteers, guests, the general public or any other person using or entering the License Area pursuant to this Agreement may sustain resulting directly or indirectly from the condition of the License Area between the Effective Date and the Termination Date.

4. Access by Licensor. Licensor and its agents, representatives, contractors and employees, reserves the right to enter the License Area at any time and without advance notice to inspect, to post notices of non-responsibility, to make any alterations, improvements or repairs to the License Area required by law or consented to by Licensee.

5. Signage. Throughout the Term of this Agreement, Licensee shall maintain signage regulating the use of the License Area and indicating that the License Area is under the control of the Licensee. In addition, Licensee may maintain promotional signage for the Event during the term of this Agreement. Licensor shall have the right to post notices it deems reasonably necessary including, but not limited to, notices of non-responsibility.

6. Insurance. The City shall, at its sole expense, maintain for the duration of this Agreement, commercial general liability insurance against claims for bodily injury or damage to property which may arise from or in connection with the City's use of the License Area. Such insurance shall have liability limits of not less than \$1,000,000 for injury to, or death of, one or more persons in an occurrence, and for damage to tangible property in an occurrence. The policy shall insure the hazards of premises and operations, independent contractors, and contractual liability.

7. Indemnification. The City shall defend, indemnify and hold harmless the Licensor, its directors, officers, employees and agents, from any and all claims, actions, suits, losses, costs, and expenses (including reasonable legal fees) arising from the City's use of the Premises for the purposes outlined this Agreement, except for those claims arising as a result of negligence or willful misconduct on the part of the Licensor and its representatives.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Arizona. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Arizona.

THIS AGREEMENT IS ENTERED INTO AND EFFECTIVE as of the date specified above.

CITY OF FLAGSTAFF, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Kevin Burke, City Manager

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

KINNE & HERMAN, LLC, an Arizona  
limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

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