

LICENSE AGREEMENT FOR SHOESHINE OPERATION

THIS LICENSE AGREEMENT (this "Agreement") is made as of the ____ day of ____, 2012, by and between Hidalgo County ("the County") and _____ (the "Licensee").

WITNESSETH:

WHEREAS, County owns and operates the Hidalgo County Courthouse located in Edinburg, Hidalgo County, Texas with a street address of 100 N. Clossner, ("Courthouse") and;

WHEREAS, County desires Licensee to operate a shoeshine operation within that certain specific area in the Courthouse more particularly described on Exhibit A attached hereto and incorporated herein at this point for all purposes (the "Licensee Area").

NOW, THEREFORE, County and Licensee, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, agree as follows:

1. Grant of License. County hereby grants Licensee a non-exclusive, revocable license to use and only use the License Area, for the sole purpose of operation of a shoeshine business but for no other purpose (the "License"). The License Area as it may be modified or relocated as provided herein shall be non-exclusive, and the County may make, use or permit other parties to make use of the License Area for any other purpose in the County's sole discretion. This Agreement shall not be construed to include any incidental or appurtenant rights that are not explicitly granted herein.

2. Right to Relocate, Modify or Terminate. County reserves the right to modify or relocate the License Area or terminate the License without cause at any time and from time to time upon at least thirty (30) days prior written notice to Licensee (the "Notice"). Upon modification or relocation, the License Area shall automatically be the area identified in the Notice and the shoeshine business under this Agreement shall apply only to the License Area designated in the Notice. Upon termination, Licensee shall cease using the License Area immediately and automatically, and Licensee acknowledges that Licensee shall have no further rights under this Agreement to the License Area. The right to relocate or modify the License Area or terminate the License provided herein shall be exercisable by the County in its sole and unfettered discretion, notwithstanding that it may deprive Licensee. Additionally, the County shall have the right to close the License Area for any period of time, in its sole and absolute discretion. Licensee acknowledges and agrees, on behalf of himself and his heirs, administration, executors, successors, and assigns, that Licensee shall have no claim against the County or its successors for any termination, closure of, modification to or relocation of the License Area, and Licensee hereby waives and releases any such claim.

3. Licensee Payment to County for Licensee Area. In consideration for Licensee's use of the License Area, Licensee shall pay County on or before the first day of each month occurring during the term hereof the sum of _____ (\$_____).

4. Term. The term of this Licensee Agreement shall be for a term of ~~one (1)~~ ^{five (5)} years commencing _____ and terminating _____ subject to earlier termination as herein provided. This License Agreement may be renewed upon mutual agreement by County and Licensee on the same terms and conditions stated herein for _____ successive _____ year terms.

5. Limitations/Restrictions on License Area.

(a) Licensee shall ensure that any use of the License Area granted by this Agreement does not create any threat to the safety of any third party or of the County, and any agents, elected officials, invitees, guests, contractors, subcontractors, licensees, employees and vendors of the County or its successors and assigns.

(b) Licensee shall comply with, and shall not use the License Area in any manner which is in violation of, any federal, state or local law, statute, regulation or ordinance or permit issued by any applicable governmental authority in connection with Licensee's use of the License Area.

(c) Licensee shall not make any alterations, additions or improvements to the License Area, without the written consent of the County.

(d) Licensee shall not cause or allow to be caused any damage to any improvement located within the License Area, including any improvement installed after the date of this Agreement. In the event of damage to or destruction to the License Area or any of said improvements by Licensee or any of Licensee's employees, representatives, guests or invitees, all costs of repair or replacement incurred by the County in connection with the repair thereof shall be borne by Licensee and shall be paid by Licensee to the County within ten (10) days following receipt of an invoice therefore.

(e) Licensee acknowledges that access to the License Area may be limited or restricted by the County. Licensee agrees to comply with all rules and regulations imposed by the County with respect to access to the License Area.

6. Condition of License Area. County makes no representations or warranties regarding the License Area or any improvements thereon. The License Area shall be used in its "as is" condition without any warranties or representation of any kind by the County.

7. Indemnification. Licensee shall protect, defend and hold the County and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorneys fees, court costs and expert fees), of any nature whatsoever arising out of the use by Licensee of

the License Area. Licensee shall also use counsel reasonably acceptable to the County in carrying out its obligations hereunder. The provisions of this Section 5 shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

8. Insurance Requirement. Licensee agrees to secure and maintain for the duration of this Agreement the following minimum comprehensive general liability insurance policy or policies covering the License Area and Licensee's use thereof, at no cost to the County, with an insurance company or companies reasonably satisfactory to the County. The policy or policies of insurance shall name the County as an additional insured together with any other parties designated by the County. Licensee shall not be entitled to enter on to the License Area until such time as evidence of such insurance has been provided to the County. Each insurance policy shall state that the insurance company or companies shall agree to investigate and defend the insured against all claims for damages, even if groundless. Licensee shall maintain insurance providing a total combined single limit of Three Hundred Thousand Dollars (\$300,000.00), primary and umbrella coverage combined, for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. In addition, Licensee shall obtain and maintain, if Licensee employs employees, workers' compensation insurance in such amount as may be required by law. In conjunction with the above, Licensee shall provide to the County a Certificate of Insurance fully executed by an insurance company or companies furnishing such insurance coverages. The insurance policy or policies required hereunder shall provide that the County shall be provided thirty (30) days prior written notice of any cancellation or material change and that any subrogation rights of the insurer are waived against the County or any additional insureds named by the County. If Licensee shall fail to obtain or to maintain the above-described insurance for the duration of this Agreement, then all rights granted hereunder shall be forfeited and revoked until such time as Licensee provides to the County a new Certificate of Insurance fully executed by an insurance company or companies evidencing that the required insurance has been obtained.

9. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Courthouse to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

10. Default. If Licensee fails to comply with any of Licensee's obligations under this Agreement and such failure continues for ten (10) days from receipt of written notice then in the event of any failure, and in addition to any other remedies permitted at law or in equity, including without limitation, specific performance and injunctive relief, County may: (a) terminate this Agreement and any license rights arising hereunder, provided, that no such termination shall release Licensee from any of his obligations arising hereunder; and (b) undertake such measures as may be required to cure the default and in the event the County undertakes to cure the default, Licensee shall pay all costs and expenses incurred in connection therewith within ten (10) days after receipt of an invoice therefore, together with interest thereon from and after the date said bill was due and payable at a rate equal to the highest rate allowed by law.

17. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

18. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

19. Assignment. This Agreement shall not be assignable by Licensee.

20. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

21. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

22. Authority to Execute. The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

23. Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each governmental party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

Hidalgo County

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

Licensee

By: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the ____ day of _____, 2012, by _____ President of _____, in the capacity therein stated.

EXHIBIT A

A 52 square foot area described as: Commencing three (3) lineal feet Eastward from West Entry sliding doors (such sliding doors as depicted to the photograph attached hereto as Exhibit A) to the Courthouse, continuing ten (10.4) lineal feet up to the entry door into the Coffee Shop and extending South from there for five (5) feet thus resulting in a 52 square foot area for operation of a Shoe Shine Concession Stand.



2012 6 4