

## LICENSE AGREEMENT

THIS AGREEMENT is entered into between DEMING LOG SHOW, INC. hereinafter called "Owner" and \_\_\_\_\_, hereinafter individually or collectively called "User", to address use of the Deming Log Show facilities designated on the attached and incorporated User Information Form as Exhibit A, which facilities are located on the Deming Logging Show grounds in Whatcom County, Washington under a revocable license subject to the terms and conditions described below.

In consideration of the terms and provisions hereof, Owner and User agree as follows:

1. **LICENSE TO USE PREMISES:** Owner owns all of the real property and facilities at 3295 Cedarville Rd., Bellingham, Washington, which property and facilities will hereinafter be referred to as "the Premises". Owner hereby grants a license to User to use the Premises subject to all the remaining terms and conditions of this License Agreement.

2. **USE PERIOD:** The Premises may be used by User for a period of \_\_\_ hours, commencing at \_\_\_ a.m/p.m. on the \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Commencement Time"), and terminating at \_\_\_ a.m/p.m. on the \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Termination Time"). Any use of the Premises beyond Termination Time, to the extent Caretakers may allow such use, will result in an additional license fee to be paid by User at the rate of \$\_\_\_ per hour of such use. Commencement Time to Termination Time shall be referred to hereinafter as "Use Period."

3. **LICENSE FEE:** User shall pay, prior to 14 days before Commencement Time, a license fee to the Owner in the amount of \$\_\_\_\_\_ for use of the Premises.

4. **INSPECTION OF PREMISES:** User has made inspection and accepts it as is the present condition of the Premises.

5. **SECURITY DEPOSIT:** The User shall deposit the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) within 10 days of receipt of this fully executed Agreement. All or a portion of such deposit may be retained by Owner, and a refund of any portion of such deposit is conditioned as follows:

- A). User shall fully perform all obligations hereunder.
- B). User shall clean and restore the Premises and return the same to Owner at the Termination Time in their initial condition except for reasonable wear and tear.
- C). User shall have remedied or repaired any damage to the Premises caused by User, any member of his family, invitee, licensee, or any person acting under User's control.
- D). Any refund from this security deposit shall be returned to User within thirty (30) days after termination of the License granted in this Agreement.

6. **USE OF PREMISES:** The Premises shall be used for the following purposes and for no others: \_\_\_\_\_. The number of persons using the Premises under this License shall not exceed \_\_\_\_\_. No business use may be made of the Premises without the written consent of the Owner. The sale of alcohol in and around the Premises is prohibited. All persons present shall comply with all laws of all governmental authorities, including without limitation those laws pertaining to the use and occupancy of the Premises pertaining to the use of alcohol if applicable. User will obtain any and all permits required in connection with use of the Premises. User shall obtain general liability insurance \_\_\_\_\_ for the use of Premises, which coverage shall name the Deming Log Show as an

agrees to designate at least one responsible person 21 years of age or older who agrees to and does supervise use of the Premises and the behavior of those present. Owner reserves the right for its agents to enter the Premises at any and all times to assure compliance with the terms and provisions hereof, and for any other purpose not inconsistent with or which unreasonably interferes with the use of the Premises by User.

7. **RULES OF USE.** If this License Agreement is for use of the Museum facility, those rules captioned Museum Use Rules, attached hereto as Exhibit B and incorporated herein, are an integral part of this Agreement and User agrees to comply with each such rule.

8. **VIOLATION.** User agrees to fully and completely comply with each term and provision of this Agreement, and any violation of any of the terms and provisions herein shall constitute a breach of this Agreement. Any such violation shall be reported immediately by User to **CARETAKERS TROY AND SHANNON CHILCOTE, 3295 Cedarville Road, Bellingham, WA 98226, (360) 592-3051 OR MARK MACDONALD, 3279 Cedarville Road, Bellingham, WA, 98226.**

9. **TERMINATION OF LICENSE.** Owner (through its Caretakers or otherwise), at its sole discretion and without limitation, upon violation of any of the terms or provisions of this Agreement, may immediately and verbally do any or all of the following: terminate use of alcohol in and around the Premises; terminate this License Agreement and withdraw permission to use the Premises; and evict everyone from the Premises. Owner, at its discretion, will summon authorities for assistance in handling disturbances and evicting those in attendance, and User understands and agrees such authorities may rely on this Agreement, without limitation, as authority to do so.

10. **INDEMNIFICATION.** User agrees to indemnify, defend and save harmless Owner and all former, current and future officials, members, employees and agents of Owner, against and from any loss, damage, costs, charge, expense, liability claims, demand and judgments of whatsoever kind and nature, whether to persons or property, arising wholly or partially out of any act, actions, neglect, omission or default on the part of anyone present in or around the Premises during its use associated with or arising from this License Agreement, except such damage or injury as shall have been caused by or resulted from the sole negligence of Owner. In the event any suit or cause of action shall be brought against Owner or its agent(s) on account of any act, action, neglect, omission or default on the part of User or anyone present in or around the Premises for reasons associated with or arising from this License Agreement, User agrees to assume the defense thereof and to pay any and all costs, charges, attorneys fees and other expenses and any and all judgments that may be incurred or obtained against Owner.

11. **ASSIGNMENT:** The License granted by Owner under this Agreement is personal to User, and said license may not be assigned to any third party without the prior written consent of Owner.

12. **SPECIAL AGREEMENTS:**

13. **LAW & VENUE.** This License Agreement shall be construed under the laws of the State of Washington, and User agrees to venue in Whatcom County, Washington.

IN WITNESS WHEREOF, Owner and User have signed this License Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OWNER:  
DEMING LOG SHOW, INC.

USER:

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

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Name & Title):

