

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 20____, by and between Larson Family Real Estate LLLP, a Minnesota limited liability limited partnership (“Licensor”), located at 3505 High Point Dr N, Oakdale, Minnesota 55128-3422, and the City of Mitchell, SD, a South Dakota Municipal Corporation, (“Licensee”), with an address of 612 N Main Street, Mitchell, SD 57301.

RECITALS

A. Licensor owns or controls certain real property commonly known as the SLUMBERLAND® retail furniture store located at 812 North Rowley Street, Mitchell, SD 57301 (the “Property”), a part of which is a paved parking lot (“Parking Lot”).

B. Licensee desires to utilize all parking stalls (the “Licensed Space”) to utilize for a specific event identified in Article 2. The location of the Parking Lot and the Licensed Space are as depicted on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the Recitals, and the mutual covenants of the parties contained herein, it is hereby agreed as follows:

1. Licensed Space. Licensor hereby grants a license (“License”) to Licensee, and Licensee hereby accepts from Licensor, a License to use the Licensed Space in accordance with the terms of this Agreement.

2. Term and Use. The term of this License shall be for the period of August 19, 2019 – August 25, 2019. The Licensed Space may be used by Licensee, Licensee’s employees and Licensee’s guests, for the purpose of siting a portion of the Corn Palace Festival rides, stands, and attractions, and such supplementary use as may reasonably be expected to accompany such rides, stands, and attractions.

3. Fee. As the consideration for the Licensee’s use of the Licensed Space, Licensee agrees to pay to Licensor a fee (“Fee”) of \$250.00 per day (\$1,750.00 total).

4. Termination; Remedies. In addition to any other remedy available to Licensor at law or in equity, Licensor may at any time revoke this License if Licensee is in default under this Agreement and such default continues for five (5) days after written notice thereof to Licensee.

5. Licensee Covenants. In addition to any other covenants and agreements contained in this Agreement, Licensee covenants and agrees: (a) to use the License Space only during the term and for the use stated in this License; (b) to conform its use of the Licensed Space to all city ordinances and other orders, regulations and requirements of any regulatory authority applicable to Licensee’s use of the Licensed Space; (c) to keep the Licensed Space free of all trash and other debris; (d) to keep, observe and perform all of the rules and regulations from time to time adopted and promulgated by Licensor for the Parking Lot; (e) to make no

alterations or improvements to the Licensed Space without the prior written consent of Licensor; and (f) within twenty-four (24) hours following the termination or expiration of this Agreement, remove all of Licensee's property from the Licensed Space and return the Licensed Space to Licensor in a clean condition, free of trash, debris or other waste, and in substantially the same condition as delivered to Licensee. Licensee may not assign or transfer this License or any interest therein.

6. Insurance. Licensee has provided a Certificate of Insurance, attached as Exhibit B, to Licensor with coverage types and amounts acceptable to Licensor.

7. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one Agreement. A signature to this Agreement by email, facsimile or any other electronic means shall be as binding and enforceable against the signatory as an original signature.

8. Ratification. This agreement is intended to be signed immediately by Licensee but is subject to the Agreements ratification by the Mitchell City Council at its regular meeting on September 3, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day first written above.

LICENSEE:

LICENSOR:

Larson Family Real Estate LLLP

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

EXHIBIT A

