

**LICENSEE:** Anamaria Rocha

**LICENSING AGREEMENT**

**PARTIES:** The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Anamaria Rocha, hereinafter called the LICENSEE.

**PREMISES:** On 5<sup>th</sup> Avenue and 12<sup>th</sup> Street; between 4<sup>th</sup> and 6<sup>th</sup> Avenue next to 11<sup>th</sup> Street, Moline, IL 61265

**USE:** LICENSEE shall be allowed only to: Use City Owned Property Street Landing "Mercado on Fifth."

**INTEREST** LICENSEE acquires only the right to: Use City Owned Property On 5<sup>th</sup> Avenue and 12<sup>th</sup> Street; between 4<sup>th</sup> Avenue and 6<sup>th</sup> Avenue next to 11<sup>th</sup> Street and street closure, 12<sup>th</sup> Street for "Mercado on Fifth" starting every Friday beginning on June 4, 2021 running through September 2021 from 3:00 p.m. to 10:00 p.m.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

**TERM:** The term of this Licensing Agreement is from 3:00 p.m. to 10:00 p.m. (includes set-up and tear down) on June 4, 2021 through September 2021. Every Friday.

**FEE:** \$50 fee paid for Special Event application.

**CONDITIONS:** LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not

less than \$1,000,000.00, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.


LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY' s option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

**LICENSEE:**

DocuSigned by:  
  
D56D73FE049E4EB

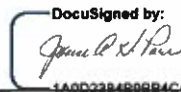
SIGNATURE

By: Anamaria Rocha

**CITY OF MOLINE, ILLINOIS:**

DocuSigned by:  
  
By: 8D168E8E7284D4

Mayor

DocuSigned by:  
  
Attest: 1A0D3384B08B4C4

City Clerk

Date: 6/2/2021

