

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the "License") is entered into as of the 1st day of November, 2023, ("Effective Date"), by and between the **PORT OF SKAMANIA COUNTY**, a Washington municipal corporation (the "Licensor"), and Peggy Thompson, an independent yoga instructor DBA Skamania Yoga (the "Licensee"). Individually, the Licensor and Licensee are referred to herein as a "Party" and collectively referred to as the "Parties".

I. RECITALS

A. Licensee desires to use Licensor property located at 40 SW Cascade Ave in Stevenson, WA 98648 (Suite #40, yoga studio space only) (the "Licensed Premises"), in its "As-Is" condition, for yoga classes (the "Authorized Use"); and

B. Licensee desires to obtain a license from Licensor, and Licensor desires to grant such license, to conduct the Authorized Use on the Licensed Premises.

II. AGREEMENT

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee, its agents, employees, contractors, customers, and invitees (collectively, the "Permitted Users"), and Licensee hereby accepts, a non-exclusive license (the "License") to use the Licensed Premises, for the Term set forth herein, for the Authorized Use. Only a License for the Authorized Use is granted hereby. No bailment is created, and Licensee is specifically prohibited from sublicensing, leasing, assigning, or renting the License and/or the Licensed Premises to any other person or entity.

1.1 **No Interest in Real Property.** This License shall not be deemed to transfer any interest in the underlying Licensed Premises. Rather, it grants permission to Licensee to use the Licensed Premises under the terms and conditions, and for the purposes, set forth herein.

2. **TERM.** The "Term" of this License shall commence on November 1, 2023 (the "Commencement Date"), and shall continue on a week-to-week basis. Either Party shall be entitled to terminate this License upon seven (7) days' prior written notice to the other Party.

3. **FEE AND MAINTENANCE.**

3.1 **Fee.** For Licensee's use of the Licensed Premises, Licensee agrees to pay Licensor a weekly license fee in the amount of Ten Dollars (\$10.00) per week, plus leasehold excise tax (the "Fee"). The weekly license Fee is due on the first (1st) of each month.

3.2 **Maintenance.** Licensee shall require its Permitted Users to utilize the Licensed Premises in a careful, safe, and proper manner, and shall not permit any waste or nuisance on the Licensed Premises. Licensee shall keep the Licensed Premises clear of all debris as it relates to its Authorized Use. Licensee shall be solely and exclusively liable for any and all costs required to repair any damage to the Licensed Premises or other Licensor property caused by the Permitted Users.

4. **INSURANCE.** Licensee shall procure and maintain, during the Term of this License, a Comprehensive General Liability policy covering all claims for personal injury (including death)

and property damage (including all real and personal property located on Licensor's property and the License Area) arising out of or related to the License. The limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The foregoing insurance policy shall endorse the Licensor as an additional insured. Licensee shall provide certificates of insurance, and if requested, copies of any policy to the Licensor. Receipt of such certificate or policy by the Licensor does not constitute approval by the Licensor of the terms of such policy. Furthermore, the policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended, or canceled with respect to the Licensor except upon forty-five (45) days' prior written notice from the insurance company to the Licensor; (iii) contain an express waiver of any right of subrogation by the insurance company against the Licensor and the Licensor's elected officials, employees, or agents; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Licensee which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Licensor's property caused by the Licensee.

5. **CASUALTY AND LOSS OF PERMITTED USERS.** The Parties hereto agree that the Licensor, and its commissioners, employees, insurance carriers, and casualty policy, shall not be responsible to the Licensee for any property loss or damage done to the Licensee's or the Permitted Users' property, whether real, personal, or mixed, occasioned by reason of any fire, storm, or other casualty whatsoever while on the Licensed Property. It shall be the Licensee's sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Licensor, Licensee, a Permitted Party, other third-party, or act of nature. Licensee hereby releases and discharges the Licensor, and its commissioners, employees, insurance carriers, and casualty policy, from any claims for loss or damage to Licensee's property.

6. **INDEMNIFICATION.** To the fullest extent permitted by law, Licensee shall defend, indemnify, and hold harmless the Licensor, and its agents, representatives, officers, elected officials, and employees (collectively referred to within this section as "Licensor"), from and against all claims, damages, losses, and expenses (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted out of the use of the Licensed Premises by the Permitted Users. If the claim, suit, or action for injuries, death, or property damage is caused by or results from the concurrent negligence of (a) the Permitted Users; and (b) the Licensor, this defense and indemnity provision shall be enforceable only to the extent of the negligence of the Permitted Users.

6.1 **Limited Waiver of Title 51 RCW. FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST LICENSEE BY LICENSOR UNDER SUCH INDEMNIFICATION PROVISION, LICENSEE SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS LICENSE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.**

The foregoing provision was specifically negotiated and agreed upon by the Parties hereto.

Licensors' Initials PA

Licensee's Initials B

7. **ACCESS TO LICENSED PREMISES.** This License does not convey to Licensee any right, title, or interest in or to the Licensed Premises, except that Licensee shall have, and is hereby granted, a non-exclusive license to enter upon and use the Licensed Premises for the purposes of the Authorized Use. Licensee has examined the Licensed Premises and accepts the Licensed Premises "AS IS" and in its present condition. Licensors do not make, and hereby expressly disclaims, any and all warranties, express or implied, regarding the Licensed Premises, or any condition thereon, past, present, or future, known or unknown, and regarding the results Licensee will obtain from the activities permitted pursuant to this License.

8. **NOTICE.** Any notice required hereunder shall be in writing and shall be addressed as follows:

To Licensors: Port of Skamania
ATTN: Executive Director
PO Box 1099
Stevenson, WA 98648

To Licensee: Peggy Thompson
Skamania Yoga
300 NE Hillcrest Ave.
Stevenson, WA 98648

Such notice or other communication shall, for all purposes, be treated as being effective or having been given when actually received or, if sent by mail, upon the earlier of actual receipt or two (2) business days (Saturdays, Sundays, and United States Postal Service holidays excluded) after the same has been deposited in a regularly maintained and serviced receptacle for the deposit of the United States mail, addressed and postage prepaid. Either Party may change its address for receipt of notices by notice given in the manner provided herein.

9. **TERMINATION.** If either Party is in default of any terms hereunder, the other Party can, upon ten (10) days' prior written notice of default and opportunity to cure, terminate this License. Upon termination of this License, or any extension thereof, whether by expiration of the stated Term or sooner termination thereon, as herein provided, Licensee shall surrender to Licensors the Licensed Premises peaceably and quietly. Licensee shall restore the Licensed Premises to the condition existing at the time of initiation of this License, except for (i) normal wear and tear; and (ii) any improvements which Licensors permits to remain on the Licensed Premises.

10. **MISCELLANEOUS.**

10.1 **Governing Law.** This License shall be interpreted in accordance with, and governed by, the substantive and procedural law of the State of Washington. The Parties hereby consent to the jurisdiction of the courts of the State of Washington in Skamania County in resolving any dispute arising under or concerning this License, and the Parties agree that in

any such action, jurisdiction and venue shall lie exclusively in Skamania County, Washington Superior Court, and not in the federal courts of any jurisdiction.

10.2 **Attorney's Fees.** If any litigation or arbitration is commenced between the Parties concerning any provision of this License, or the rights or duties of any person in relation thereto, the substantially prevailing Party in such litigation or arbitration will be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and expenses incurred in connection with such litigation or arbitration.

10.3 **Subcontracts and Assignment.** This License may be freely assigned by Licensor at any time. Licensee may not assign this License, nor shall it delegate, assign, or subcontract all, or any part, of its duties under this License, without the express written consent of Licensor, in its sole discretion.

10.4 **Integration.** This License constitutes the entire agreement between the Parties pertaining to the subject matter hereof; supersedes all prior agreements and understandings, whether oral or written, which the Parties may have in connection herewith; and may not be modified except by written agreement signed by the Parties.

10.5 **Severability.** If any provision of this License is determined by a court of competent jurisdiction to be void, illegal, or unenforceable, in whole or in part, such determination shall not affect or impair the legality, enforceability, or validity of the remainder of this License.

10.6 **Further Assurances.** Each Party shall do all necessary acts and make, execute, and deliver such written instruments as shall from time-to-time be reasonably required to carry out the Term of this License.

10.7 **Waiver.** Failure of either Party at any time, or from time-to-time, to enforce any of the terms of this License shall not be construed to be a waiver of such term nor of such Party's right to thereafter enforce each and every provision hereof. No waiver of any term of this License shall be effective unless made in writing and signed by the Party against whom any such waiver is sought to be enforced.

10.8 **No Warranties.** Licensor makes no warranties pertaining to zoning, usability, or condition (environmental or otherwise) of the Licensed Premises.

10.9 **Neutral Authorship.** Each of the provisions of this License has been reviewed and negotiated, and represents the combined work-product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this License in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this License.

10.10 **Time of Performance.** Time is specifically declared to be of the essence of this Agreement, and of all acts required to be done and performed by the Parties hereto.

10.11 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

10.12 **Counterparts and Authority.** This Agreement may be signed in counterparts. Each person signing below represents and warrants that they have complete authority to execute this Agreement.

10.13 **Compliance with Laws.** Licensee shall conform to and abide by all applicable rules, codes, laws, and regulations in connection with Licensee's use of the Licensed Premises and the Authorized Use, and shall not permit said Licensed Premises to be used in violation of any applicable rule, code, law, regulation, or other authority.

10.14 **Permits.** Licensee agrees to obtain and comply with all necessary permits for the Authorized Use. If Licensee fails to obtain and comply with such permits, then Licensee accepts full responsibility for any and all costs incurred by Licensor, including actual attorneys' fees. In this way, Licensee agrees to be solely responsible for all damages, costs, and expenses incurred as a result of Licensee's failure to fully comply with any necessary permit process and requirements.

IN WITNESS WHEREOF, the Parties have executed this License as of the date and year first written above.

THIS LICENSEE CONTAINS INDEMNIFICATIONS FROM THE LICENSEE TO THE LICENSOR, RELEASES BY THE LICENSEE AND A LIMITED WAIVER OF IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES.

LICENSEE:

Skamania Yoga



By: Peggy Thompson
Its: Owner

LICENSOR:

PORT OF SKAMANIA COUNTY



By: Pat Albaugh
Its: Executive Director