

LICENSE AGREEMENT

#**2021-XXXXXX** RW

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

KNOWS ALL PERSONS BY THESE PRESENT:

That the City of Austin, herein after referred to as “Licensor”, acting through the City Manager who is empowered by ordinance of the City Council, in consideration of the agreements made by **VENDOR OWNER** **NAME - VENDOR BUSINESS ADDRESS – VENDOR COMPANY NAME**, hereinafter referred to as “Licensee”, hereby grants a License to the said Licensee to permit the encroachment of a vending cart/stand for the purpose of selling **COMPREHENSIVE LIST OF ITEMS TO BE SOLD** on the public right-of-way, said area of encroachment to consist of **approximately 100 square feet of sidewalk area located along the (CIRCLE) north / south / east / west** curb of the **XXX** block **STREET NAME**, Austin, Texas **ZIP CODE**, **adjacent to NEAREST BUSINESS ADDRESS**, as further described in Exhibit “A” attached hereto, subject to the following terms and conditions: **Maximum size of vending stand shall be 4’X 5’, and self contained. Vending stand shall be located within the marks in the designated vending location as shown in Exhibit “A” “Licensed Area”. A litter container (garbage can) shall be provided, and the area shall be cleaned of all litter, refuse, and spills after each day’s operation. Hours of operation shall be X:XX AM to X:XX PM, DAY OF WEEK through DAY OF WEEK.**

I.

Licensee acknowledges that the area covered by this license constitutes a portion of a public right-of-way and agrees that use herein permitted shall be done in compliance with police, traffic, fire, building and health regulations of the City of Austin now existing or hereafter adopted.

II.

Licensee agrees to pay the application fee as required by ordinance of the City of Austin, and an annual payment of \$650.00. This License Agreement shall expire one (1) year from the date of its execution.

III.

Licensee shall hold harmless the Licensor and its officials, agents, and employees against any expense or liability for personal injury, death, or damage to any property wherever situated, arising from Licensee’s use of any portion of the above described right-of-way. Licensee shall procure, prior to use of any portion of the right-of-way under this License Agreement, and maintain throughout the term of this Agreement, Commercial General Liability Insurance with a combined single limit of not less than **\$500,000** for each occurrence for bodily injury and property to include a **\$500,000** aggregate for products/completed operations coverage.

Such insurance shall be issued by an insurer acceptable to Licensor. A certificate of insurance shall be delivered to the Director of the Austin Transportation Department before right-of-way space is occupied under the terms of this License Agreement, and thereafter as required under this agreement. Licensee shall be

responsible for deductibles stated in the policies. All deductibles shall be disclosed on the required certificate of insurance. Actual losses not covered by insurance as required by this License Agreement shall be paid by Licensee. Licensee shall obtain an endorsement to each affected policy:

1. Naming the City of Austin, Austin Transportation Department, Right of Way Management Division, P.O. Box 1088, Austin, Texas 78767 as an Additional Insured.
2. Obligating the insurance company to notify the City of Austin, Austin Transportation Department, Right of Way Management Division, P.O. Box 1088, Austin, Texas 78767 of any non-renewal, cancellation, or material changes in coverage.
3. Providing that the "other" insurance clause shall not apply to Licensor where the City of Austin is an additional insured showed on the policy. It is intended that policies required in this agreement, covering both Licensor and Licensee, shall be considered primary coverage as applicable.

The Licensor reserves the right to review insurance requirements of this section during the term of this License Agreement and to make reasonable adjustments to insurance coverage's and their limits when deemed necessary and prudent by the Licensor based upon changes in statutory law, court decisions, the claims history of the industry or the Licensee, or some other reasonable basis.

The Licensor shall be entitled, upon request and without expense, to review certified copies of policies, guidelines, and all endorsements thereto and to make any reasonable requests for deletion or revision or modification of particular policy terms, guideline terms, conditions, limitations or exclusions, except where policy or guideline provisions are established by law or regulation binding upon either the parties hereto or the underwriter of any such policies.

IV.

The Licensor retains the right to enter upon the land to which this license applies and at Licensee's expense, to remove any vending stand, structure, or improvements, or alternations thereon whenever such removal is deemed to be necessary for exercising Licensor's rights or duties in regard to said public right-of-way, and for protecting persons or property, or public interest in regard to said public right-of-way; provided, however, Licensee shall be entitled to a hearing as soon as is reasonably practical under the circumstances before the Assistant Director of the Austin Transportation Department.

V.

Licensee agrees that no vending stand shall be left unattended in the Licensed Area and that Licensee shall be solely responsible for keeping the area in and around the Licensed Area free and clear of all litter, rubbish, and debris. Licensee agrees that no vending stand shall be permanently emplaced or affixed to the portion of right-of-way occupied pursuant to this license. Licensee further agrees that this license shall not be transferable.

VI.

This license is revocable by the Assistant Director or "Designee" of the Austin Transportation Department at any time if, in the opinion of the Assistant Director or "Designee", such revocation is reasonably required by the public interest, after having provided Licensee with notice and opportunity to be heard. Grounds for revocation of said license shall include, but are not limited to:

1. Licensee has failed to comply with the terms of this license; or,
2. The use of the portion of the right-of-way licensed herein interferes with the rights of the City or the public in said public right-of-way; or,
3. The use of the public right-of-way area becomes necessary for a public purpose; or,
4. Said use of the right-of-way constitutes a danger to the public which is not remediable by modification of the said use; or,
5. Alterations in use necessary to alleviate a danger to the public have not been made within a reasonable time after the dangerous condition has arisen.

Licensee shall have the right to appeal to the City Manager any decision made by the Assistant Director of the Austin Transportation Department under the provisions hereof which the Licensee considers to be adverse to his/her interest.

VII.

This license shall take effect upon the acceptance and satisfaction of the terms hereof by the named applicants for this license, as indicated by his/her signature hereon, and the filing of the same in the City of Austin, Austin Transportation Department, Right of Way Management Division office.

SIGNATURE OF APPLICANT

THE PERSON KNOWN TO ME TO BE THE ABOVE SIGNED APPLICANT IS DULY
SWORN BY ME AND STATES UNDER OATH THAT HE/SHE HAS READ THIS
APPLICATION AND THAT ALL FACTS THEREIN SET FORTH ARE TRUE AND CORRECT.

SWORN TO BEFORE ME, THIS ____ DAY OF _____, 20__

NOTARY PUBLIC-STATE OF TEXAS