

Attachment A

Revocable License Agreement

**REVOCABLE LICENSE AGREEMENT
BETWEEN THE CITY OF NEWPORT BEACH
AND FARM AND CRAFT MARKET INC FOR
TEMPORARY USE OF CITY PROPERTY
FOR THE CORONA DEL MAR COMMUNITY MARKET**

THIS REVOCABLE LICENSE AGREEMENT FOR TEMPORARY USE OF CITY PROPERTY FOR A COMMUNITY MARKET ("License") is made and entered into as of this 23rd day of September, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and FARM AND CRAFT MARKET INC, a California nonprofit public benefit corporation ("Licensee"), and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Licensee desires to use City property for purposes of operating a weekly community market offering certified farmers' market products, pre-packaged goods, food and beverage products, craft products, services and related activities ("Community Market").
- C. A certified farmers' market is defined by the California Code of Regulations as a location approved by the county agricultural commissioner of the county where agricultural products are sold by producers or certified producers directly to consumers or to individuals, organizations, or entities that subsequently sell or distribute the products directly to end users. A certified farmers' market may only be operated by one or more certified producers, by a nonprofit organization, or by a local government agency (3 CCR § 1392.2(a)).
- D. Licensee is a producer and has operated a certified farmers' market, in accordance with the Food and Agriculture Code Section 47000 *et seq.* (implementing regulations) and California Code of Regulations, Title 3, Section 1392, *et seq.* (hereinafter "Certified Farmers' Market") in Newport Beach since 1996.
- E. Licensee represents that it has the requisite specialized skills, knowledge, and experience to organize and operate certified farmers' markets, as well as special events held in conjunction with or adjacent to community markets offering food, beverages, and related services. This includes experience collaborating with certified and experienced organizations, vendors, and service providers (collectively, "Vendors").
- F. In accordance with City Council Policy F-7, whenever an open bid process is not conducted prior to entering a license agreement for City property, the City shall make specific findings setting forth the reasons thereof. The City finds that

converting the property to another use, or changing its licensee, would result in excessive vacancy that outweighs potential financial benefits. Furthermore, the property provides an essential or unique community service that likely wouldn't exist if full market value were required.

- G. In consideration of the mutual promises and obligations contained in this License, the receipt and sufficiency of which is hereby acknowledged, City hereby grants to Licensee the revocable right to temporarily occupy and use the License Area, and Licensee accepts the same on the following terms and conditions.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. LICENSE

1.1 City hereby grants to Licensee a revocable non-exclusive license for the right to enter and use the City owned public parking lot located at the corner of Bayside Drive and Marguerite Avenue, and a portion of Bayside Park ("License"). The Community Market shall span the following lots: (i) property at the southwest corner of Bayside Drive and Marguerite Avenue (behind Bandera Restaurant located at 3201 Coast Highway E); (ii) the property at the southwest corner of Bayside Drive and Larkspur Avenue (behind the Rite Aid Pharmacy located at 3141 Coast Highway E); and (iii) the property at the southeast corner of Bayside Drive and Jasmine Avenue (which is a portion of Bayside Park), and as further depicted on Exhibit A ("License Area"), which is attached hereto and incorporated herein by this reference.

1.2 The License granted herein is subject to the terms, covenants and conditions hereinafter set forth, and Licensee covenants, as a material part of the consideration for this License, to keep and perform each and every term, covenant and condition of this License.

2. USE OF THE LICENSE AREA

2.1 The purpose of this License is to allow for the operation of a Community Market within the License Area as depicted on Exhibit A. Use of any area outside the License Area shall not be permitted unless prior written consent is provided by the City. Licensee agrees to use the License Area only for the activities described herein, and not to use or permit the use of the License Area for any other purpose without first obtaining the prior written consent of City, which consent may be withheld in City's sole discretion.

2.2 Acceptable ancillary activities include:

i. Entertainment typical of a Community Market, such as face painter, balloon artist, seasonal characters (e.g., Santa Claus), etc.

ii. Family-friendly games and programming, special events for holidays, dog valet, picnic basket rentals, giant chess, stroller parking, and engage with schools and

the community. Regularly scheduled pop-ups should be advertised to keep the market fresh and inviting.

iii. Local artisan booths to sell hand-made goods typically made in a traditional or non-mechanized manner utilizing high quality ingredients (e.g., cheese, bread, soap, jewelry, etc.).

iv. Community booths to allow participation of local organizations to take part in the community focused event (e.g., nonprofits, green initiatives, health awareness).

v. Local business participation as market vendors.

vi. Information tent to allow customers and visitors an opportunity for the Licensee to answer questions and take suggestions on potential new vendors.

3. PERMITS AND LICENSES

3.1 Licensee, at its sole cost and expense, shall obtain and maintain during the term of this License, all appropriate permits, licenses and certifications that may be required by any governmental agency, including without limitation those permits as may be issued by the State of California, Department of Agriculture, the Orange County Agricultural Commissioner, the Orange County Health Care Agency and the City of Newport Beach to operate a Community Market.

3.2 If applicable, Licensee shall obtain an event organizer permit pursuant to Health and Safety Code Section 114381.1.

3.3 Licensee shall provide the License Administrator, as defined in Section 10 below, with a copy of all required permits, licenses and certificates that may be required by Licensee and Vendors.

3.4 Licensee shall not allow any Vendor to participate in the Community Market until: (1) all appropriate permits, licenses and certifications are obtained; and (2) a copy of said permits are furnished to the Licensee (This includes, but is not limited to, a City business license and a temporary food facility permit from the Orange County Health Care Agency); and (3) a completed Liability Release Statement in accordance with Section 7.7 is received by Licensee.

4. TERM

4.1 The term of this License shall commence on the Effective Date and shall continue for a five (5) year term, with the option to renew for one (1) additional five (5) year term at the discretion of the City Manager, unless terminated earlier as set forth herein.

4.2 The City Manager may renew this License for one (1) additional five (5) year term if it is determined that: (i) the terms of this License have been complied with; (ii) a copy of all required license, permits and certificates are on file with the City's Real

Property Administrator; and (iii) the use by Licensee is not causing a negative impact on surrounding properties and uses. Any renewals approved pursuant to this Section must be in writing and approved as to form by the City Attorney for the City.

5. FEES

5.1 Licensee shall pay the City **Five Hundred Dollars and 00/100 (\$500.00)** per month ("License Fee"), which amount shall be due and payable on the first of each month (the "Due Date"), commencing one month from the Effective Date. The License Fee shall be pro-rated in the event of a partial month's use of the License Area.

5.2 If Licensee fails to pay the License Fee within thirty (30) days of the Due Date, Licensee shall pay a late charge in an amount equal to ten percent (10%) of the amount that was not timely paid by the Licensee.

5.3 Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the License Fee shall be adjusted in proportion to changes in the Consumer Price Index, subject to the maximum adjustment set forth below. Such adjustment shall be made by multiplying the License Fee by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month three (4) months preceding the calendar month for which such adjustment is to be made, and the denominator of which is the value of the Consumer Price Index for the same calendar month immediately prior to Effective Date. The Consumer Price Index to be used in such calculation is the "Consumer Price Index, All Items, 1982-84 = 100 for All Urban Consumers (CPI-U)", for the Los Angeles-Long Beach-Anaheim Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index. In no event, however, shall the amount payable under this License be reduced below the License Fee in effect immediately preceding such adjustment. The maximum adjustment increases to the License Fee, for any year where an adjustment is made pursuant to this Section, shall not exceed 2.5% of the License Fee in effect immediately preceding such adjustment.

6. CONDITIONS OF LICENSE

Licensee shall comply with the following conditions prior to the commencement of use of the License Area:

6.1 Licensee shall procure and maintain any and all required licenses, permits and certifications to operate the Community Market in accordance with Section 3 above. Licensee shall require the same of Vendors.

6.2 Licensee shall submit all advertising and directional signage to the City's Public Works Department and Community Development Department for review and approval.

6.3 The Licensee shall work with adjacent commercial property owners to reach agreements over the use of parking facilities or develop a shared use parking plan, as determined and approved by the City's Community Development Director. City Staff may assist in obtaining approval. City reserves the right to require Licensee to provide vendor parking within the license area if Licensee is unable to secure off-site parking agreements.

6.4 An initial site plan and/or floor plan showing the layout of the Community Market sales areas, and such other information has been reviewed by the City's Community Development Department, Fire Department, and Public Works Department ("Site Plan") and is attached hereto as Exhibit A-2 and incorporated herein by this reference. Prior to implementing any modifications to the Site Plan during the Term, Licensee shall submit any proposed changes to the market layout to the City for review and approval and shall obtain any new or modified permits that may be necessary, at Licensee's sole cost and expense.

6.5 Licensee shall obtain and be responsible for the costs for all building permits and other required permits as may be required by the City prior to the commencement of any proposed improvements.

6.6 Licensee shall allow local businesses to participate as market vendors at a discounted rate.

6.7 Licensee shall follow the marketing plan and reporting requirements for the Community Market and submit proof thereof to the City as further detailed in the Marketing Plan attached hereto as Exhibit B and incorporated herein by this reference.

7. CONDITIONS OF OPERATION

Licensee shall comply with the following conditions of operation during use of the License Area:

7.1 License may utilize the License Area on Saturdays from 7:30 a.m. until 3:00 p.m. Set up activities for the Community Market shall not occur prior to 7:30 a.m. The Community Market may operate each Saturday from 9:00 a.m. to 1:00 p.m., respectively. Licensee shall ensure that the License Area is returned, clean and free of debris, to its original condition no later than 3:00 p.m. on the same day. City reserves the right to modify the hours of set up and operation, in the City's sole discretion.

7.2 Licensee shall be present during each and every Community Market from commencement of set up to the completion of clean up. On any occasion when Licensee cannot be present during the operation of a Community Market, Licensee may provide a substitute qualified person to manage the operations, subject to prior written approval of City.

7.3 The storage of materials is expressly prohibited in the License Area beyond the approved hours of use of the License Area.

7.4 Licensee shall recruit and retain Vendors for the Community Market. Licensee shall verify that individual vendors that are:

(1) "Certified producers" or "producers" comply with the meaning of California Code of Regulations Title 3, Sections 1392.2(d) and 1392.2(e), and ensure that such vendors adhere to all applicable rules and regulations concerning product quality and that the products offered for sale by vendors are pest and disease free.

(2) Selling food obtain a temporary food facility permit pursuant to Health and Safety Code Section 114380 *et seq*, if applicable.

7.5 Pursuant to Section 5.04.025 of the Municipal Code, the City Council found that the requirement to obtain a business license is a hardship on the certified producers (farmers) due to the increase costs associated with the production and transportation certified produce or products, and the City Council waived the requirement for certified producers to obtain a business license. All other vendors must comply with the Municipal Code and obtain the necessary business licenses.

7.6 Licensee shall inform Vendors that engage in selling tangible personal property they may be subject and shall comply with the California sales tax reporting laws and inform the State Board of Equalization that the City is the point of sale location.

7.7 Licensee shall obtain a completed Liability Release Statement from each Vendor, prior to the Vendor's participation in any Community Market, in the form as attached hereto as Exhibit C, and incorporated herein by this reference. Licensee shall not allow any person or organization to participate in the Community Market until a Liability Release Statement is received by the City.

7.8 Licensee shall annually, upon the anniversary of the Effective Date, provide to the City a current roster of Vendors.

7.9 The number of Vendors displaying or selling food or products at the Community Market shall be determined by the City, at its discretion, based on the site's capacity, in compliance with fire and health department regulations, including spacing, Vendor grouping requirements, and separation limits. The final Vendor count shall be at the discretion of the Licensee, based on their professional experience. No additions, enlargements, or modifications to uses or structures within the License Area shall be allowed without prior approval of the City.

7.10 Licensee shall be responsible for setup, operation, maintenance, sanitation and cleanup of the Community Market. Set up shall include placement of vendors in accordance with the approved Site Plan. Licensee shall be responsible for maintaining the License Area in a clean and orderly fashion during the approved hours of use of the License Area by providing routine removal of foreign material, waste and debris from the License Area. After the completion of each Community Market, Licensee shall be responsible for properly disposing of all trash that has accumulated from the operations of the Community Market. Maintenance, sanitation and clean up shall be conducted within

such rules and guidelines as may be promulgated by the Orange County Health Department and the City.

7.11 Licensee shall comply with all traffic regulations established for the operation of the Community Market by the City Traffic Engineer, as listed on the conditions of approval issued by the Public Works Department, which is attached as Exhibit D to this agreement and incorporated herein by this reference. Throughout the term of this License, City reserves the right to require Licensee, at Licensee's sole cost and expense, to provide additional traffic control measures deemed necessary by the City, in its sole and absolute discretion, to ensure public safety and/or to alleviate traffic impacts in the areas surrounding the License Area; in each case upon not less than five (5) calendar days' prior written notice to Licensee.

7.12 Setup and cleanup of the Community Market shall include placement of traffic control bollards and signage at the portion of the License Area that crosses Larkspur Avenue, and in the surrounding areas, as may be required by the City's Public Works Department and/or the City's Fire Department.

7.13 Licensee shall observe community noise restrictions as set forth in the Newport Beach Municipal Code. Sound Amplification associated with any activity is also subject to the Newport Beach Municipal Code. Licensee shall obtain and maintain a sound amplification permit prior to the use of any sound amplification equipment.

7.14 Entertainers shall be limited to face painters, balloon artists, jugglers, and seasonal characters or similar acts. Licensee or entertainer shall eliminate or reduce the volume of entertainment acts or amplified sound if complaints are received and at the direction of a Police Officer, Code Enforcement Officer, or Park Patrol Officer if sound disturbs persons of normal sensitivity.

7.15 Community booths shall be limited to non-profit organizations, or local service organizations to promote community awareness or events. The promotion or display of tobacco related products shall be prohibited unless associated with a law enforcement awareness program.

7.16 Operations shall be conducted in accordance with California Code of Regulations Title 3, Section 1392.1, *et seq.*, and within the guidelines set forth in the State of California Department of Agricultural marketing plan.

7.17 All loading and unloading of merchandise, vendor booths and other related improvements shall take place within the License Area.

7.18 The Site Plan shall be designed and operated so as to conform to access standards set forth by Title 24 of the Uniform Building Code (handicapped access requirements).

7.19 The Community Market shall be laid out and operated so as to conform to access standards set forth by the City's Fire Department and the Municipal Code, for fire vehicle and emergency access requirements. Additionally, Licensee shall comply with all

fire guidelines established for the operation of the Community Market by the City, as listed on the conditions of approval issued by the Fire Department, which is attached as Exhibit E to this agreement, and incorporated herein by this reference.

7.20 Market Operator shall include a variety of food vendors to provide food items that shall be sold for on-site consumption and that are complementary to the Community Market.

7.21 Only a Community Market may be operated in the License Area. Licensee may not operate or conduct any other event or enterprise unless Licensee receives required additional approvals from the City.

7.22 Sale of alcoholic beverages is permitted at the certified farmers' market only in compliance with California Assembly Bill No. 2488, Chapter 98, Section 23399.4, and any other applicable state or local laws and regulations. All alcoholic beverage sales must be limited to retail sales for off-site consumption. On-site consumption of alcoholic beverages is prohibited, except as otherwise authorized by law for tastings, which must comply with the restrictions set forth under AB 2488 and related regulations.

7.23 If the Community Market is determined by the City's Chief of Police to be creating an undue impact to existing City police services, Licensee may be required to secure a private security guard or guards upon at least thirty (30) calendar days' prior written request by the City. Should Licensee fail to secure a private security guard or guards pursuant to said written notice, Licensee shall reimburse City for any costs related to City hiring a private security guard or guards. Should the Community Market create the need for additional police services including City traffic officer services, as determined by the City's Chief of Police, the Licensee shall reimburse the City for these additional police services.

7.24 Licensee covenants and agrees that Licensee shall: (i) not use the License Area for any unlawful purpose; (ii) use the License Area in a careful and proper manner in accordance with this License; and (iii) not bring or use any Hazardous Materials, as defined by state or federal law, on the License Area.

7.25 City shall be entitled, with a Licensee representative, to inspect the License Area for compliance with the terms of this License, and with all applicable Federal, State and local (including those of the City) government regulations.

7.26 Only individuals aged 18 and over are eligible to volunteer at the Community Market. Volunteers under the age of 18 may not participate, unless the City provides prior written approval and the Licensee obtains and maintains insurance coverage acceptable to the City, at its sole discretion

8. TERMINATION OF LICENSE

8.1 Notwithstanding the term of this License, this License may be terminated during the term or any extended term in the following manner:

- i. By Licensee: At any time, without cause upon the giving of thirty (30) days written notice of termination to City;
- ii. By City: At any time, without cause upon the giving of thirty (30) days written notice of termination to Licensee;
- iii. If, after written notice of default to Licensee of any of the terms or conditions of this License, Licensee fails to cure or correct the default within ten (10) business days of receipt of written notice, City may immediately terminate the License; or
- iv. By mutual written agreement of Licensee and City.

9. ADMINISTRATION

This License shall be administered by the Community Development Department. The Community Development Director shall be the License Administrator and shall have the authority to act for City under this License. The License Administrator or their authorized representative shall represent City in all matters pertaining to this License.

10. INDEMNITY AND LIABILITY FOR DAMAGES

10.1 Licensee shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this License, any work performed or services provided under this License including, without limitation, defects in workmanship or materials or Licensee's presence or activities conducted that relate in any way to this License (including the negligent and/or willful acts, errors and/or omissions of Licensee, employees, vendors, suppliers, and anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Licensee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Licensee shall not be liable for claims arising out of the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this License. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Licensee. Licensee's obligations under this Section shall survive the expiration or other termination of this License.

10.2 Licensee shall be liable and responsible for the security, repair and maintenance of the License Area to the extent necessitated by Licensee's use of the License Area under this License, for such time as this License is in effect. Licensee shall

use care to protect the License Area and restore it to its original condition to the satisfaction of the City when the License Area is not in use by Licensee.

11. INSURANCE

Without limiting Licensee's indemnification of City, and prior to commencement of work, Licensee shall obtain, provide and maintain at its own expense during the term of this License or for other periods as specified in this License, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit F, and incorporated herein by this reference.

12. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

This License shall not be assigned or transferred without the prior written approval of City which approval may be withheld in the City's sole discretion.

13. CONFLICT OF INTEREST

The Licensee or its employees may be subject to the provisions of the California Political Reform Act of 1974 ("Act"), which (a) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this License, and (b) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest. If subject to the Act, Licensee shall conform to all requirements of the Act. Notwithstanding Section 9 of this License, failure to conform to the requirements of the Act constitutes a material breach and is grounds for immediate termination of this License by City. Licensee shall indemnify and hold harmless City for any and all claims for damages resulting from Licensee's violation of this Section.

14. NOTICE

14.1 All notices, demands, requests or approvals to be given under the terms of this License shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Licensee to City shall be addressed to City at:

Community Development Department
City of Newport Beach
Attn: Real Property Administrator
100 Civic Center Drive
Newport Beach, CA 92660

14.2 All notices, demands, requests or approvals from City to Licensee shall be addressed to Licensee at:

Farm and Craft Market Inc
Attn: Christina Pardini
3805 Atlantic Ave
Long Beach, CA 90807

15. STANDARD PROVISIONS

15.1 Recitals. City and Licensee acknowledge that the above Recitals are true and correct and are hereby incorporated by this reference into this License.

15.2 Compliance with all Laws. Licensee shall at all times comply with, and shall pay all costs, expenses, penalties and fines which may be incurred or required to be paid in order to comply with, any and all permitting requirements, laws, statutes, labor codes, ordinances, rules and regulations, including any and all laws or regulations relating to hazardous materials, toxic materials, substances or waste, or public health, safety and welfare and the protections of the environment, the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., as amended, covenants and restrictions of record, life and fire safety and similar requirements, including those of the State of California, the County of Orange, City, or other applicable public agency ("Laws") which apply to the operation and use of the Community Market License Area or any portion thereof, including those requiring additions to be made to, or safety appliances or devices to be maintained or installed in, on or about the Community Market License Area or any portion thereof under any Laws now or hereafter adopted, enacted or made and applicable to the Community Market License Area or any portion thereof, and payment of any fees, charges or assessments arising out of or in any way related to the Community Market License Area or any portion thereof as a source of adverse environmental impacts or effects. Licensee shall not permit or suffer any mechanic's lien to be filed against the Community Market License, or any interest of City or Licensee therein, and shall immediately discharge any such lien. In addition, all work prepared by Licensee shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the License Administrator.

15.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

15.4 Integrated Agreement. This License represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

15.5 Interpretation. The terms of this License shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the License or any other rule of construction which might otherwise apply.

15.6 Amendments. This License may be modified or amended only by a written document executed by both Licensee and City and approved as to form by the City Attorney.

15.7 Severability. If any term or portion of this License is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this License shall continue in full force and effect.

15.8 Controlling Law and Venue. The laws of the State of California shall govern this License and all matters relating to it and any action brought relating to this License shall be adjudicated in a court of competent jurisdiction in the County of Orange.

15.9 Taxes. Licensee acknowledges that the License granted herein may be subject to possessory interest taxes. Licensee shall have the sole obligation to pay any taxes, fees and assessments, plus applicable penalties and interest, which may be imposed by law and arise out of Licensee's License hereunder. Licensee shall indemnify, defend and hold harmless City against any and all such taxes, fees, penalties or interest assessed, or imposed against City hereunder.

15.10 No Third Party Rights. The Parties do not intend to create rights in or grant remedies to, any third party as a beneficiary of this License, or of any duty, covenant, obligation or undertaking established herein.

15.11 No Attorneys' Fees. In the event of any dispute under the terms of this License the prevailing party shall not be entitled to attorneys' fees.

15.12 Counterparts. This License may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 9/8/25

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: Jose Montoya for
Aaron C. Harp
City Attorney

9.8.25
AP

By: _____
Grace K. Leung
City Manager

ATTEST:

Date: _____

**LICENSEE: FARM AND CRAFT
MARKET INC,** a California non-profit
public benefit corporation

Date: _____

By: _____
Molly Perry
Interim City Clerk

By: _____
Christina Pardini
Chief Executive Officer

Date: _____

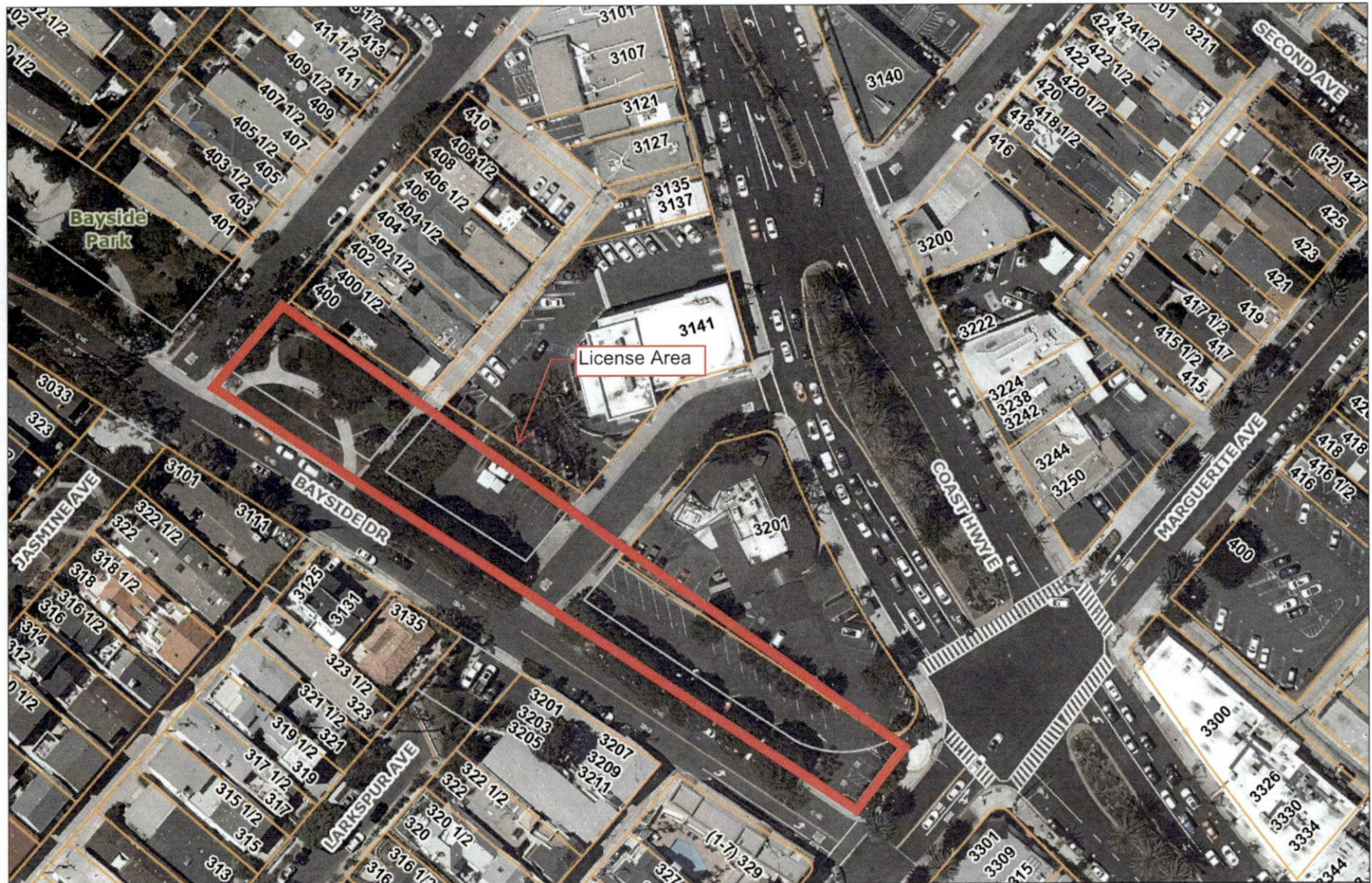
By: _____
Jake Pitts
Chief Financial Officer

[END OF SIGNATURES]

Attachments:	Exhibit A:	License Area
	Exhibit B:	Marketing Plan
	Exhibit C:	Vendor Liability Release Statement
	Exhibit D:	Traffic Regulations
	Exhibit E:	Fire Department Conditions of Approval
	Exhibit F:	Insurance Requirements

**EXHIBIT A
LICENSE AREA**

Exhibit A-1



NBGiS
NEWPORT BEACH

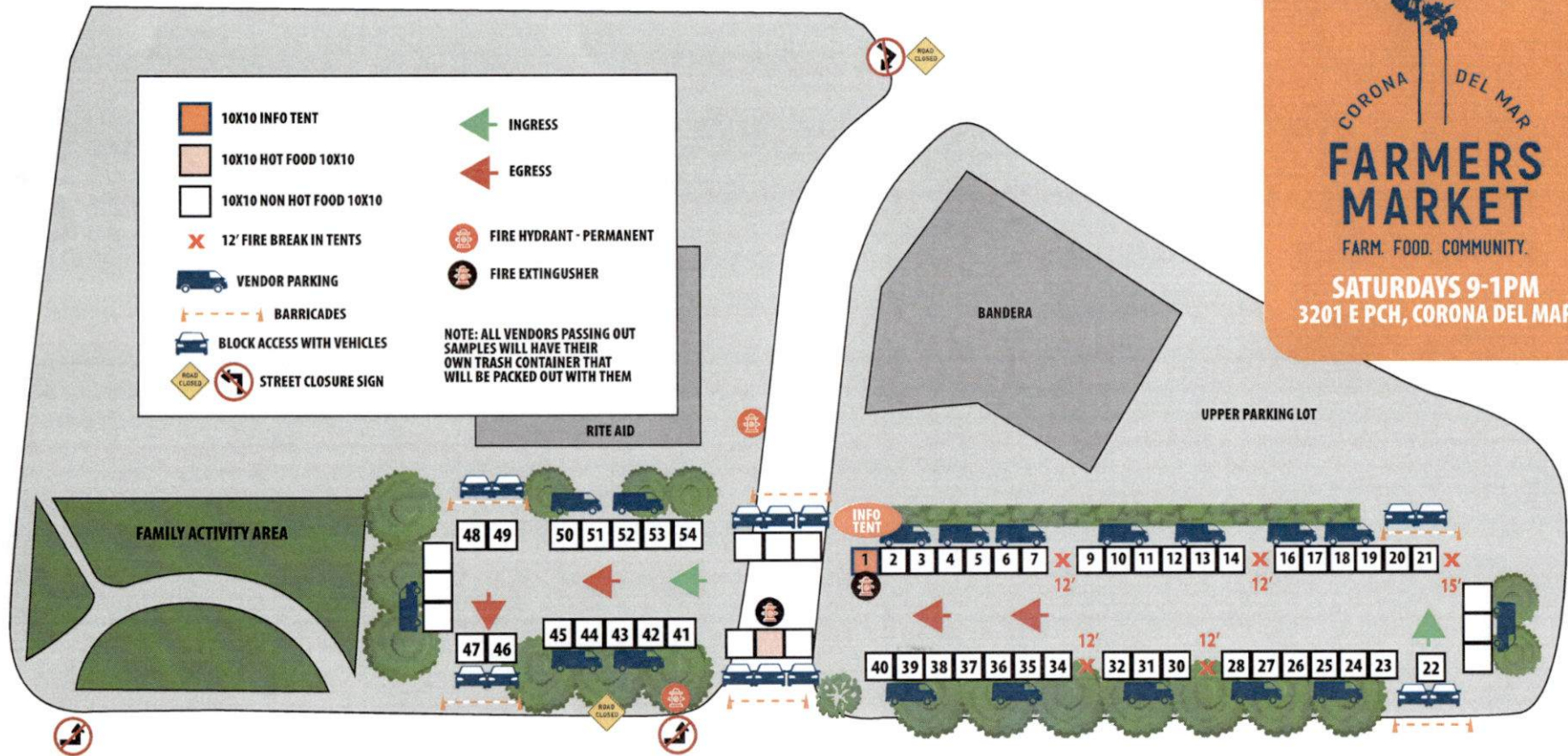


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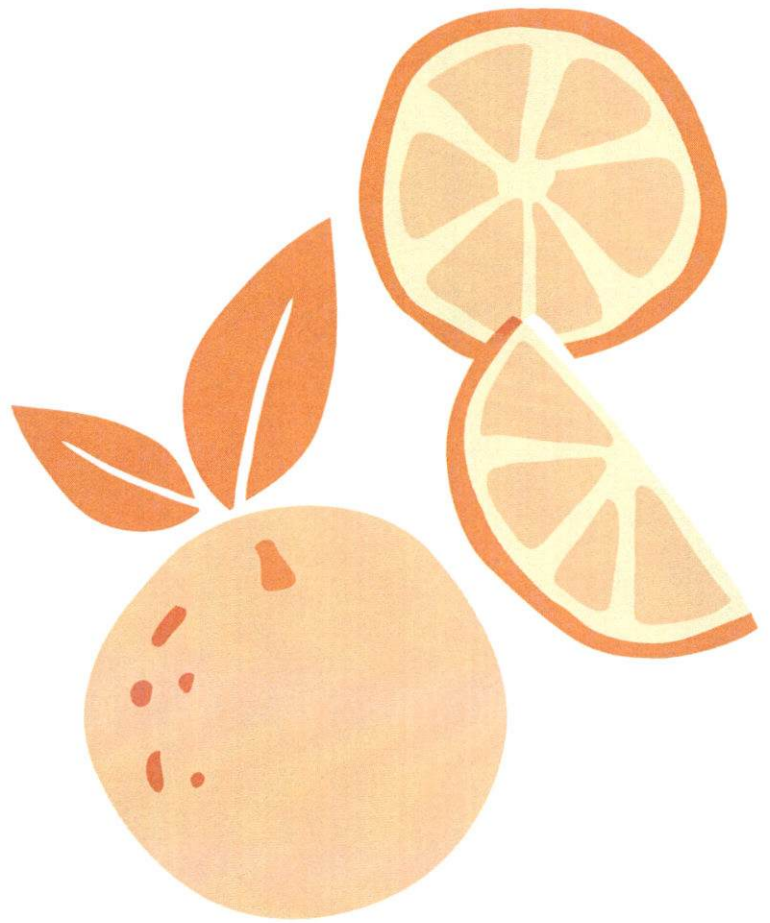
Disclaimer:
Every reasonable effort has been made to assure the accuracy of the data provided, however, The City of Newport Beach and its employees and agents disclaim any and all responsibility from or relating to any results obtained in its use.

8/20/2024

Exhibit A-2



**EXHIBIT B
MARKETING PLAN**



Corona del Mar Certified Farmers Market Marketing Plan



Farm and Craft Market, Inc.

Vision for Corona del Mar Farmers Market

At the heart of every thriving farmers market is a deep commitment to connecting local agriculture, fresh food, and the vibrant community it serves.

Our vision for the Corona del Mar Farmers Market embodies this spirit, where farm, food, and community come together to create an unforgettable experience for all who visit.



Farm

Our market will be a place where local farmers and producers are celebrated for the vital role they play in feeding our community. By sourcing directly from the heart of our region's best farms and sustainable producers, we ensure that every product sold reflects the care and dedication of local growers. From organic vegetables to pasture-raised meats, our market will showcase the abundance of the land while supporting our local economy and reducing environmental impact.

Food

Our vision is to create an educational and sensory-rich environment where shoppers can learn about the food they eat, how it's grown, and the hands that bring it to the table. Through cooking demonstrations, tastings, and hands-on learning, we aim to inspire a greater appreciation for fresh, seasonal, and sustainable ingredients. We'll work closely with our vendors to highlight the flavors and diversity of food, from farm-fresh produce to artisanal products, ensuring every meal starts at the market.

Community

The farmers market is not just a place to shop; it's a space to gather, connect, and grow as a community. Our vision is to foster a welcoming atmosphere where neighbors can meet, share stories, and build relationships with the people behind their food. With community events, and partnerships with local organizations, the market will become a hub for connection. We will prioritize inclusivity, ensuring that the market reflects the diversity of Corona del Mar, making it a space where everyone feels at home.



Our Commitment to “Farm. Food. Community.”

We are committed to ensuring that the Corona del Mar Farmers Market thrives as a sustainable, vibrant, and vital part of the community.

Our goal is to:



Elevate the experience for both vendors and shoppers, ensuring high-quality, diverse offerings.



Foster an environment of education, where people can learn about nutrition, sustainability, and local agriculture.

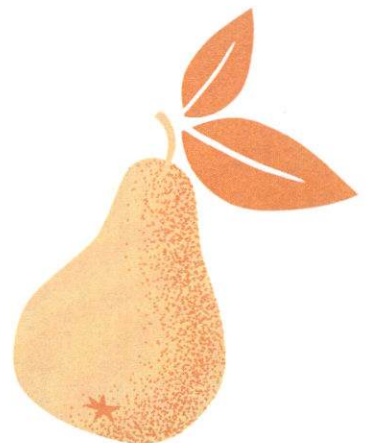


Create a market that reflects the spirit of community, supporting not just the food system, but also local businesses, organizations, and residents.

Conclusion

With our extensive experience and deep-rooted passion for farmers markets, we are excited to bring our vision of “Farm. Food. Community.” to life at the Corona del Mar Farmers Market. Together, we can cultivate a market that nourishes the body, supports local farmers, and strengthens the fabric of our community.

Here’s how we will achieve this:



Target Audience

- Local families and retirees
- Health-conscious professionals
- Weekend tourists and beach goers
- Local chefs, foodies, and wellness influencers

Gender:

Farmers' market shoppers are disproportionately female, with studies showing up to 83% of attendees being women.

Clemson University Study

Age:

While there's a mix of age groups, older adults (51+) are often well-represented, and millennials are also becoming a significant presence.



1. Visual Identity:

Use fresh, bright coastal colors and clean typography.
Emphasize freshness, community, and sustainability.

Core Messaging:

"Farm. Food. Community."

Logo Treatment



Social Media



2. Digital Marketing

Website & SEO:

A modern, mobile-friendly website with:

- Vendor listings and profiles
- Event calendar (e.g., chef demos, community group activation tent, kids' activities)
- Newsletter sign-up
- Google Maps integration & parking info
- Apply to be a vendor/sponsor form

Social Media Strategy:

Platforms: Instagram (primary), Facebook, Threads, and TikTok

Content Ideas:

- "Meet the Vendor" spotlights
- Reels of cooking tips using market ingredients and seasonal offerings
- Highlights on new vendors
- Weekly vendor lineups
- Behind-the-scenes vendor setups
- Reposts (customers sharing their finds)
- Stories for weather updates or promotions
- Showcasing family and friends shopping and gathering at the market
- Facebook event and Eventbrite event listings



Hashtags:

#CDMFarmersMarket #FarmFreshNB #SupportLocalOC
#CoronaDelMarMarket #CdmCommunity #NewportBeachMarket
#farmersmarket #healthyfoods #healthylifestyle #vegan
#freshproduce #freshfoods #newport #localfarms #supportfarms
#farmtotable #farmtofork

Email Marketing:

Weekly "What's Fresh" email with product highlights, vendor specials, and event news



3. Local Outreach & Partnerships

- Chamber of Commerce & Visitor Bureaus: Partner to be featured in city guides and newsletters.
- Hotels & Short-Term Rentals: Provide flyers for guests
- Local Fitness Studios & Wellness Brands: Cross-promotions (yoga + market mornings).
- Restaurants & Chefs: Collaborate on “farm to table” demos or pop-up tastings at the market.
- Monthly group “highlight”. Give a free market space monthly to a group or program within the CDM community.
- Collaboration with food pantries for overage of food.
- Donation Drives



4. Community Engagement & Events

- Monthly Themes: e.g.,
“Strawberry Fest,” “Sustainable September,” “Fall Harvest Bash”
- Weekly kids scavenger hunt for a prize
- Kids Corner: Craft stations, pollinator demonstrations
- Cooking Demos: Partner with local chefs or health coaches
- Pet-Friendly Perks: Water stations, dog treat vendors, or “Bark at the Market” events



5. Incentives & Loyalty

- Monthly Loyalty raffle
- Social Media Giveaways: Market tote bags
- EBT & Market Match Promotion: Promote that the market is accessible to all



6. Media Outreach

- Invite food bloggers and local influencers for curated experiences
- List on event platforms like Eventbrite, Patch, and VisitNewportBeach.com

SUCCESS METRICS:


Increased foot traffic
Social engagement growth
Vendor satisfaction & sales
Community feedback & retention
EBT/Market Match usage

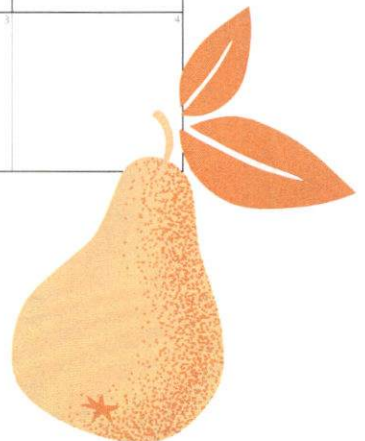


Calendar of Activations (In progress)

Chef demos,
Community group activation tent,
Kids' activities,
Yoga + market mornings,
Pet Rescue,
Health and wellness experts,
Chess and coffee

September 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
				Grand Re-Opening		
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4





Feather Flag - Day of



Aframe - Day of

- ★ Feather Flag - Day of
- ★ Aframe - Day of

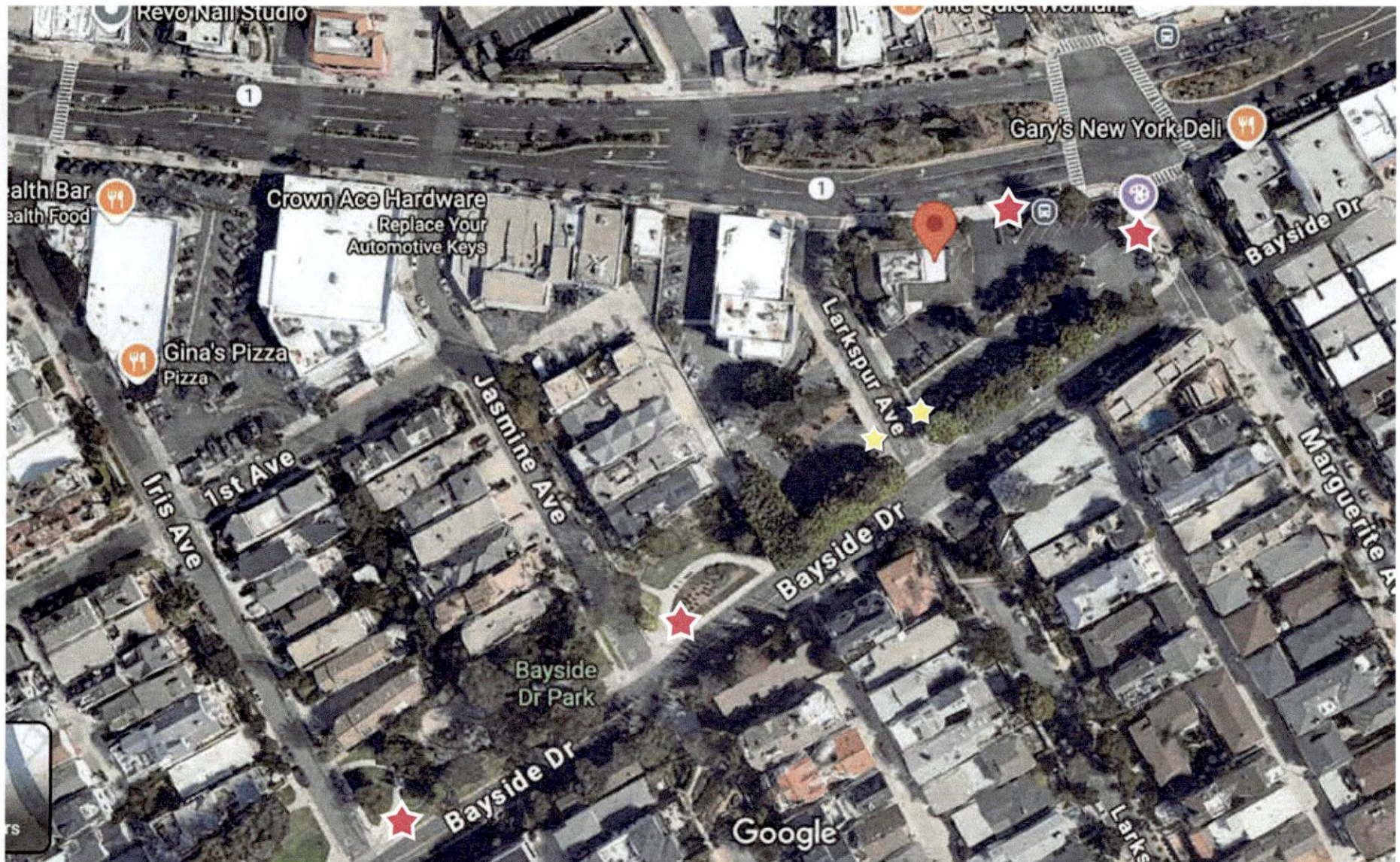


EXHIBIT C
VENDOR LIABILITY RELEASE STATEMENT

**CITY OF NEWPORT BEACH – COMMUNITY MARKET
VENDOR LIABILITY RELEASE STATEMENT**

WHEREAS, the CITY OF NEWPORT BEACH, a California municipal corporation and charter City ("City"), has entered into a license agreement with FARM AND CRAFT MARKET INC., a California nonprofit public benefit corporation ("Licensee"), to allow to use the City owned public parking lot owned located at the corner of Marguerite Avenue and Bayside Drive, and the smaller municipal lot across and including a portion of Larkspur Street, in Corona del Mar, Newport Beach, California for a Community Market ("Market");

WHEREAS, I, _____
being over the age of eighteen (18), have made a voluntary request to participate in the Market; and

WHEREAS, in consideration of acceptance of my entry in the Market, I agree on behalf of myself, my heirs, my executors, and administrators, to waive, release, and forever discharge any and all rights and claims for damages which may hereafter accrue to me against the below listed agencies, companies or entities, their officials, employees, as provided herein; and

WHEREAS, the City is willing to allow me to participate in the Market pursuant to the below conditions.

NOW, THEREFORE, in consideration of the permission given to participate in the Market, I do hereby agree to the following:

1. I recognize that participation in the Market is dangerous and contains risk of personal injury, death, disfigurement, disability or property damage or loss ("damages").

2. I have been fully informed of all aspects of the Market and all aspects of the activities that I will be participating in at the Market. Despite the potential risk of damages to me as a result of my participation in the Market, I have decided to participate in the Market. I understand and agree that my participation in the Market is voluntary and that I may quit the Market at any time.

3. I hereby agree to assume any and all risk and responsibility for all risks and damages associated with my participation in the Market, whether identified by the City of Newport Beach, Corona del Mar Community Market, , the market managers or the County of Orange including, but not limited to, strenuous physical activity or exertion, tripping or falling and being struck by objects or persons. Such risks may result in injuries that include, but are not limited to, sprains, strains or tear of muscles or ligaments; fracture or

dislocation of joints or bones; head or facial injuries; spinal cord or internal injuries; or other damages related to pre-existing medical conditions I may have.

4. To the maximum extent permitted by law, I hereby, for myself, my heirs, executors, administrators, assigns or anyone who might claim on my behalf, agree not to bring any claim, and waive, release and discharge the City of Newport Beach, Corona del Mar Community Market, , the market managers or the County of Orange, its officials, officers, agents, volunteers, consultants, attorneys and employees ("Released Parties") from any and all duty to me; liability for any damages to me; and/or liability for any damages, losses, costs, and expenses arising out of or in the course of my participation in the Market, including all liability for any active or passive negligence by the Released Parties. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I expressly intend this waiver and release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability or other theory of recovery.

5. I hereby for myself, my heirs, executors, administrators, and assigns, agree to defend and indemnify the Released Parties against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages or liability or expense of every kind and nature incurred or arising by reason of any actual or claimed negligent or wrongful act or omission of mine while participating in the Market.

I HAVE READ, UNDERSTAND AND AGREE TO THE WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY MY SIGNATURE ON THIS DOCUMENT, I AM WAIVING MY RIGHTS, INCLUDING ANY RIGHTS I MAY HAVE AGAINST THE RELEASED PARTIES

Dated: _____

Signature

Printed Name

Witness

Original: To Records

EXHIBIT D TRAFFIC REGULATIONS

1. Prior to implementing any modifications to the Site Plan, Licensee shall submit the changes to the market layout to the Public Works Department for review and approval.
2. All vehicles shall be lawfully parked. No fire lane exemption.
3. No exclusive use of street, alleys, or sidewalks, except in the License Area pursuant to the terms of this Agreement.
4. No exclusive use of public parking areas.
5. No activities permitted in any portion of public street, sidewalk, or alley, except in the License Area pursuant to the terms of this Agreement.
6. No posting of promotional signs permitted on a portion of public property, including trees, utility poles, street signs unless otherwise approved by relevant City staff.
7. Activities shall not create a pedestrian or traffic hazard. Prevent crowds from standing in streets and from blocking sidewalks.
8. Complete clean-up of the License Area is the responsibility of the Licensee.
9. No vehicles shall be driven onto the sidewalk.
10. All directional signage must be set-up on the day of the Community Market and removed immediately following the event, pursuant to the terms of Section 7 of this Agreement.
11. Licensee shall direct attendees to carpool or use alternate means of transportation to the Community Market to the extent possible. Vendor parking within the residential neighborhood shall be kept to a minimum.
12. Do not block entrances or exits from any building. Do not block Fire Department access to any fire suppression equipment.
13. Licensee shall ensure all traffic control measures for the road closure are installed no later than one-hour before the start of the Community Market and removed immediately following the event, pursuant to the terms of Section 7 of this Agreement.
14. Traffic control equipment may be stored in container on site as depicted on Exhibit A of the Agreement. The City reserves the right to have it removed pursuant to Section 7 of the Agreement, if deemed necessary.

15. The activity area in parking lot and/or public alley right-of-way shall be blocked off with water filled barricades, "k" rails or other approved significant barricade. Applicant is responsible for rental and placement of any traffic control equipment, water filled barricades, "k" rails, and/or vehicles.

EXHIBIT E
FIRE DEPARTMENT CONDITIONS OF APPROVAL

1. Licensee to obtain any necessary Fire Department permits that may be required based on the market layout shown on the Site Plan. Prior to implementing any modifications to the Site Plan, Licensee shall obtain any new or updated permits that may be required by the Fire Department.
2. Do not block entrances or exits from any building. Do not block Fire Department access to any fire suppression equipment.
3. Emergency access must be maintained at all times during the Community Market, including the set-up period before and the clean-up period after the event.
4. Obey all City, County and State regulations. Comply with the lawful orders of Police and Fire personnel, or other government officials.
5. Licensee is responsible for ensuring all tents/canopies/shade structures or other similar equipment being used at the event are properly secured to the ground to ensure the safety of event participants and the public.
6. Inspections required on all tent permits. If tent permit is required, inspection fees apply.
7. Bollards to be installed per permitted plans.
8. Do not exceed posted occupant load inside buildings.
9. Visible and mounted fire extinguishers with current service tags.
10. No smoking signs are required.
11. Illuminated exit signs.
12. Emergency lighting.
13. Exit doors are not to be blocked and are to remain accessible as exits when the tent is occupied.
14. All interior decorative fabrics or materials shall be flame resistant. Provide certificates of flame resistance.
15. Bonding of chairs (if used) in groups of three or more is required when loose seats, folding chairs, or similar seating is not fixed to the floor, the occupant load is 200 or more, and tables are not provided.
16. Cooking and heating equipment shall not be located within 10 feet of exits or combustible materials.

17. Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet from a temporary membrane structure, tent, or canopy.
18. LPG containers shall be located outside and be adequately protected and secured. If LPG used, permit must be obtained from Fire Department.
19. Open flame or other devices emitting flame are not permitted inside or within 20 feet of the tent, canopy, or temporary membrane structure.
20. If a pre-event inspection or inspector stand-by services are required, fees shall be charged accordingly.

EXHIBIT F INSURANCE REQUIREMENTS

1. Provision of Insurance. Without limiting Licensee's indemnification of City, and prior to commencement of work, Licensee shall obtain, provide and maintain at its own expense during the term of this License, policies of insurance of the type and amounts described below and in a form satisfactory to City. Licensee agrees to provide insurance in accordance with requirements set forth here. If Licensee uses existing coverage to comply and that coverage does not meet these requirements, Licensee agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Licensee shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Licensee shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, and employees.
 - B. General Liability Insurance. Licensee shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, product liability, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract. If required, the policy shall be endorsed to include affirmative coverage for Sexual Abuse/Molestation and corporal punishment, or a separate policy shall be obtained with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) general aggregate.

- C. Automobile Liability Insurance. Licensee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Licensee arising out of or in connection with work to be performed under this License, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.
 - D. Professional Liability Insurance. If determined by the City's Chief of Police for Licensee to secure a private security guard or guards, Licensee shall require and verify that contractor(s) maintain professional liability insurance with limit of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. The policy shall include coverage for assault and battery, abuse and molestation, care custody and control, and false arrest.
 - E. Excess/Umbrella Liability Insurance. If any excess or umbrella liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess/umbrella liability policies are exhausted.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this License shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, and employees or shall specifically allow Licensee or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Licensee hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, excess liability and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers , and employees shall be included as insureds under such policies.

- C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
 - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Licensee shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this License. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - B. City's Right to Revise Requirements. City reserves the right at any time during the term of the License to change the amounts and types of insurance required by giving Licensee sixty (60) calendar days advance written notice of such change.
 - C. Enforcement of License Provisions. Licensee acknowledges and agrees that any actual or alleged failure on the part of City to inform Licensee of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
 - D. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
 - E. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
 - F. City Remedies for Non-Compliance. If Licensee fails to provide and maintain insurance as required herein, then City shall have the right but not

the obligation, to purchase such insurance, to terminate this License, or to suspend Licensee's right to proceed until proper evidence of insurance is provided.

- G. Timely Notice of Claims. Licensee shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Licensee's performance under this License, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- H. Licensee's Insurance. Licensee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
- I. Vendor Insurance. The Licensee shall require and verify that all Vendors maintain insurance meeting all the requirements stated herein, excluding professional liability. Vendors shall maintain commercial general liability covering bodily injury, property damage, product liability, and personal and advertising injury, with limits of not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, or such other limits as the City may reasonably require. A copy of the insurance policy shall be provided to City upon request. Vendors shall procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work