

**LICENSE AGREEMENT
FOR TEMPORARY USE OF CITY-CONTROLLED PROPERTY**

THIS AGREEMENT ("License"), is made this 24TH day of JULY, 2018 by and between the CITY OF SANTA FE, a municipal corporation, (the "City"), and J & J AUCTIONEERS, LLC ("Licensee"), whose address is 46 Boulware Road, Roy, NM 87743.

WITNESSETH:

In consideration of Licensee's promises herein, City hereby gives Licensee a License, revocable and terminable as hereinafter provided, to enter on the property of the City as follows:

1. **LICENSE AREA.** Subject to all of the terms and conditions of this License, the City allows the Licensee to temporarily use and occupy a designated portion of City-controlled property located at the southwest corner of the intersection of NM 599 and South Meadows Road (the "License Area") for a consignment auction of motor vehicles and other equipment. The License Area consists of approximately 6.0 acres as depicted on Exhibit "A", attached hereto and made a part hereof.
2. **USE.**
 - A. The City agrees to allow the temporary use of the License Area for the purpose of a scheduled consignment auction of motor vehicles and other equipment. No other uses of the License Area shall be allowed.
 - B. No use or encroachment of merchandise or parking outside the License Area shall be allowed in any manner, except that Licensee shall use the Access Route depicted on Exhibit "A" for ingress to and egress from the License Area.
 - C. Failure of Licensee to restrict the use of the License Area as provided herein shall constitute grounds for immediate termination of this License by the City.
3. **TERM.** This License shall commence on August 25, 2018 and end at 11:59pm on September 15, 2018.
4. **LICENSE FEE.** Licensee shall pay the City the sum of \$1,500.00, payable in advance upon execution of this License.
5. **TERMINATION.** This License shall automatically terminate at the end of the Term. Upon termination, Licensee shall remove all property placed within the License Area and, if requested by the City, shall restore the License Area and Access Route to their original condition at the time of Licensee's entry thereon. Either party may terminate this License at any time upon thirty (30) days written notice to the other party. Upon termination of this License by either party, there shall be no refund of the License Fee or any portion thereof.
6. **NO INTEREST CREATED.** Licensee acknowledges and agrees that no interest or estate of any kind whatsoever in the License Area is conveyed by virtue of this License or occupancy or use hereunder, and no assignment of this License or any interest herein and no sub-license shall be made by Licensee.

7. **INSURANCE.** Licensee, at their own cost and expense, shall carry and maintain in full force and effect during the term of this License, comprehensive general liability insurance covering bodily injury and property damage liability, including coverage, in a form and with an insurance company acceptable to the City with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation for any reason. Licensee shall furnish the City with a copy of a "Certificate of Insurance" prior to issuance of this License.
8. **INDEMNIFICATION.** Licensee shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand resulting from, arising out of or incidental to the occupation or use of the License Area by Licensee.
9. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City of Santa Fe in connection with this License is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et.seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision of this License modifies or waives any provision of the New Mexico Tort Claims Act.
10. **ADDITIONAL RESTRICTIONS.** Licensee shall comply with the following conditions:
 - A. Licensee shall not change or dispose of any oil or other fluids from vehicles or machinery within Licensed Area.
 - B. Licensee shall not perform any grading or earthwork within Licensed Area.
 - C. Licensee shall employ a water truck regularly and as needed to control dust within the License Area.
 - D. Licensee shall collect any trash or debris within Licensed Area and dispose of it properly on a daily basis.
 - E. Licensee's use shall not create excessive noise. The use of a loud speaker to conduct the auction is permitted on the condition that the volume of the loud speaker does not exceed the minimum level required to conduct the auction. Licensee shall adjust the volume of the loudspeaker if directed by the City.
 - F. Licensee may place one (1) temporary sign within the Licensed Area during the term of this License.

APPROVED THIS 24TH DAY OF JULY, 2018.

CITY OF SANTA FE

Received for
ERIC J. LITZENBERG, CITY MANAGER

ATTEST:

YOLANDA Y. VIGIL
YOLANDA Y. VIGIL, CITY CLERK *all*

APPROVED AS TO FORM:


MDM FOR
ERIN McSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

21117.460150 ✓
BUSINESS UNIT/LINE ITEM

LICENSEE
J & J AUCTIONEERS, LLC


JENNIE BOULWARE, MANAGER

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 2018, by Jennie Boulware, Manager of J & J Auctioneers, LLC.

My Commission Expires:
(SEAL)

Notary Public

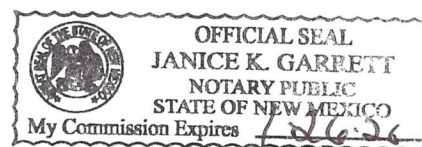




EXHIBIT A – LICENSE AREA