

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

THIS AGREEMENT ("License"), is made this 12th day of September, 2019 by and between the **CITY OF SANTA FE, a Municipal Corporation**, (the "City"), and **J & J AUCTIONEERS, LLC** (the "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 sale 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 sale 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 and egress to 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 30, 2019 and continue through September 20, 2019.
4. **LICENSE FEE.** Licensee shall pay the City the sum of one thousand five hundred dollars (\$1,500.00), payable in advance upon execution of this Agreement.
5. **TERMINATION.** The City may, upon 3 days written notice, revoke this License and Licensee agrees, in that event, to peaceably and promptly surrender the License Area on the date fixed in said notice, to remove all property placed on the License Area by Licensee and, if requested by the City, to restore the License Area and Access Route to their original condition at the time of Licensee's entry thereon. Licensee may terminate this License at any time upon 30 days written notice to the City. 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 10 days of cancellation for any reason. The Licensee shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to issuing this Agreement.
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 the Licensee.
9. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City of Santa Fe in connection with this Agreement 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.
10. **ADDITIONAL CONDITIONS.** The 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 not conduct activities within Licensed Area which might raise dust clouds.
 - d. Licensee shall continually during term collect any trash or debris within Licensed Area and dispose of it properly.
 - e. Licensee shall not create excessive noise or use loud speakers within Licensed Area and shall comply with the City's noise ordinance.
 - f. Licensee may place one (1) temporary sign within the Licensed Area during the term of this License.

APPROVED THIS 12th DAY OF September, 2019.

CITY OF SANTA FE, A MUNICIPAL CORPORATION

ERIK LITZENBERG, CITY MANAGER

ATTEST:

YOLANDA Y. VIGIL
YOLANDA Y. VIGIL, CHY CLERK

APPROVED AS TO FORM:

ERIN MCSHERRY, CITY ATTORNEY *FOR*

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

21117.460150
BUSINESS UNIT/LINE ITEM

LICENSEE:
J & J AUCTIONEERS, LLC

see attached sheet
JENNIE BOULWARE
MANAGING MEMBER

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jennie Boulware, Managing Member of J & J Auctioneers, LLC.

My Commission Expires: _____
(Seal)

Notary Public

APPROVED THIS _____ DAY OF _____, 2019.

**CITY OF SANTA FE, A MUNICIPAL
CORPORATION**

ERIK LITZENBERG, CITY MANAGER

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN MCSHERRY, CITY ATTORNEY *FUR*

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

21117.460150
BUSINESS UNIT/LINE ITEM

LICENSEE:
J & J AUCTIONEERS, LLC

JENNIE BOULWARE
MANAGING MEMBER

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 5th day of August, 2019, by Jennie Boulware, Managing Member of J & J Auctioneers, LLC.



Notary Public

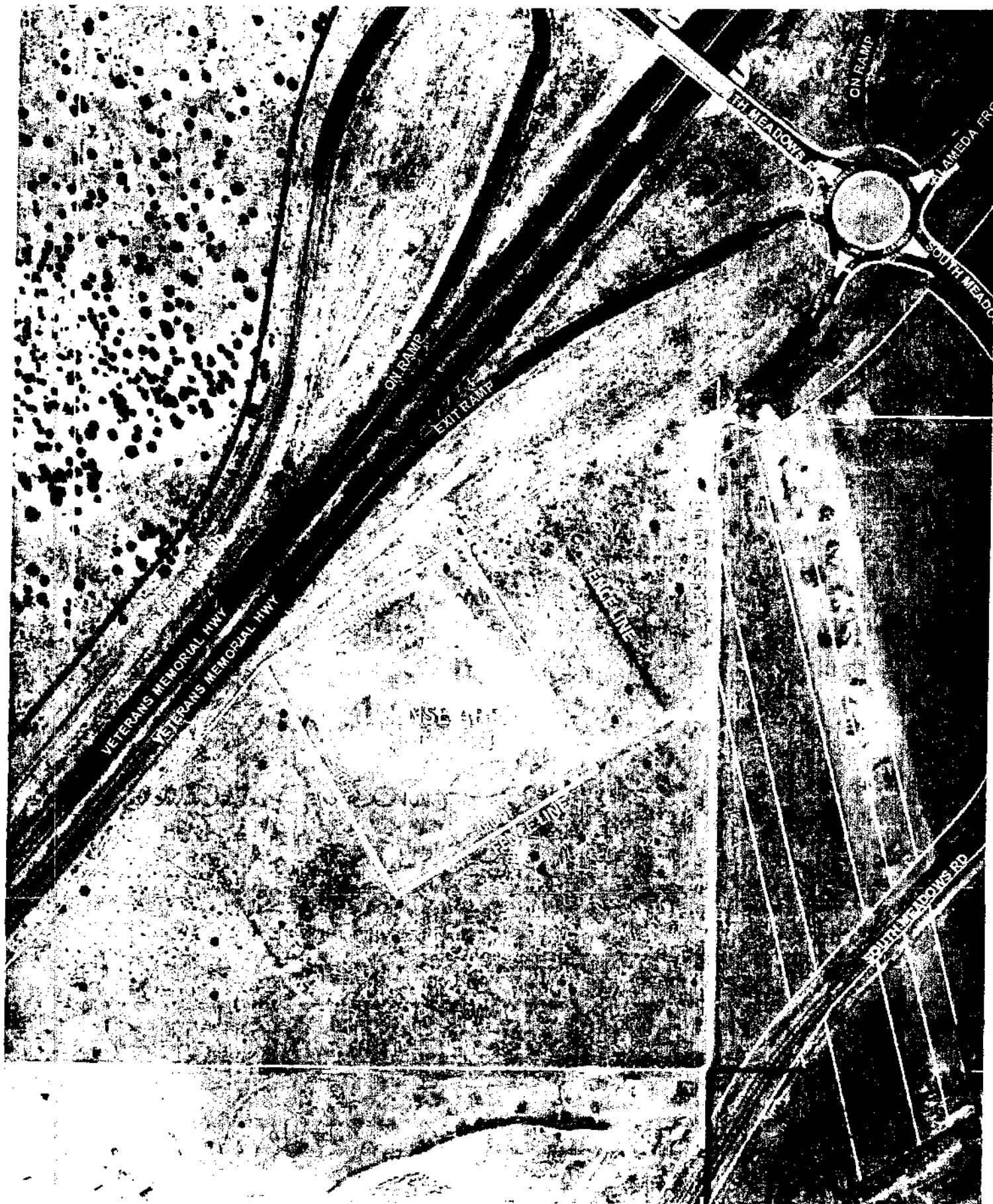


EXHIBIT A - LICENSE AREA

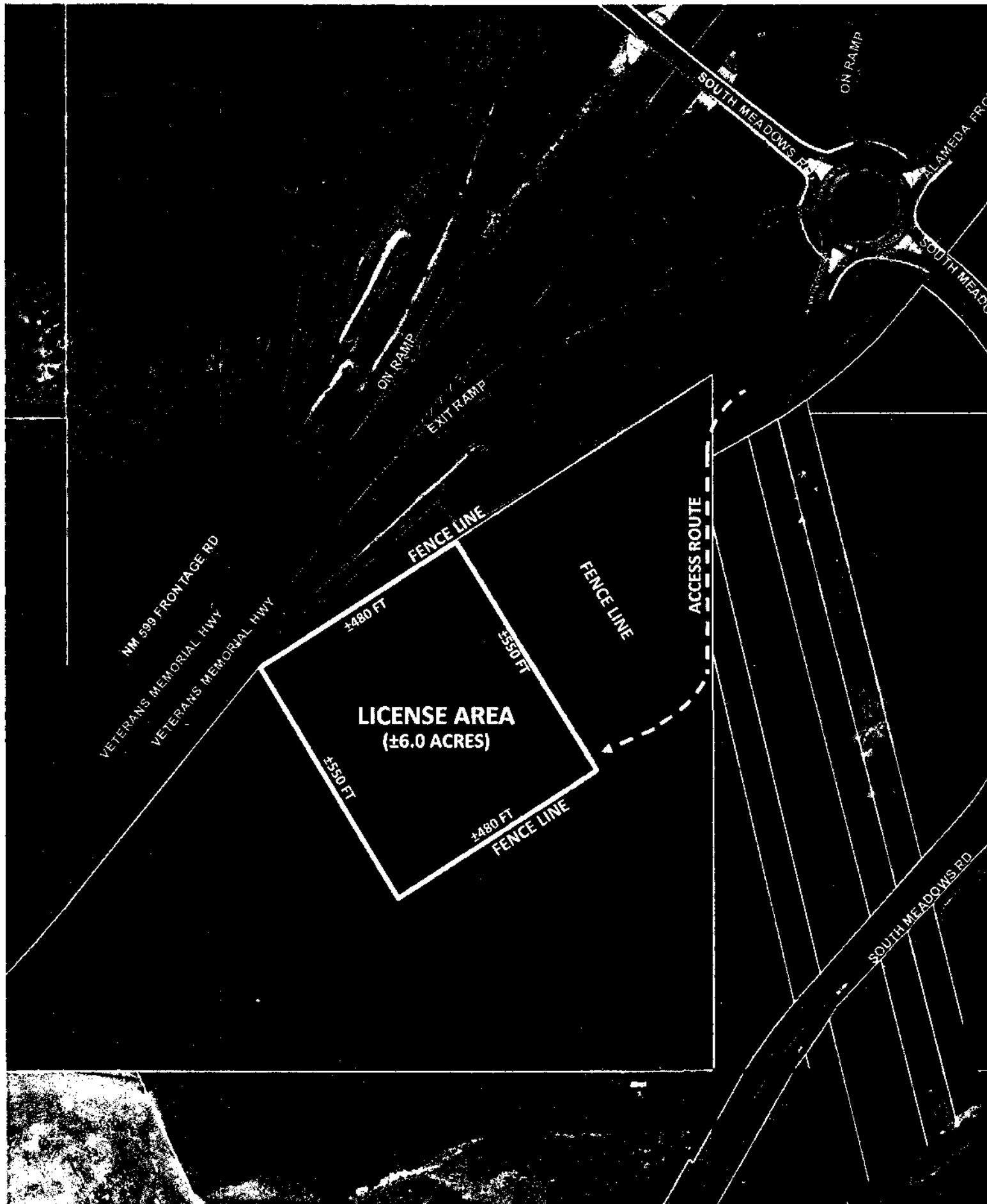


EXHIBIT A – LICENSE AREA