

Vendor License Agreement

This Real Estate License Agreement (this "Agreement") is made effective as of May 17, 2019 between Trich Productions LLC, of 189 E Nelson #255, Wasilla, Alaska 99654 and ABC FOOD TRUCK Wasilla, Alaska 99654.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "Trich Productions LLC", and the party who is receiving the right to use the licensed property will be referred to as "ABC FOOD TRUCK".

The parties agree as follows:

GRANT OF LICENSE. Trich Productions LLC has leased 7307 S Frontier Dr, Wasilla, Alaska 99623 ("Licensed Property"). In accordance with this Agreement, Trich Productions LLC grants ABC FOOD TRUCK an exclusive license to Catering / Food Service, the Licensed Property. ABC FOOD TRUCK may not use the Licensed Property for any other purpose or business without obtaining Licensor's prior written consent.

INCIDENTAL RIGHTS. The License includes the following incidental rights to use the Licensed Property:

None

In exercising these rights, Licensee must use reasonable care and may not unreasonably increase the burden on the Property.

PAYMENT OF LICENSE FEE. **Option A)** ABC FOOD TRUCK will pay to Trich Productions LLC a license fee which shall be calculated as follows: The license fee shall pay at the time of the signing of this Agreement \$700.⁰⁰ Dollars. **Option B)** ABC FOOD TRUCK will pay to Trich Productions LLC a license fee which shall be calculated as follows (Rev Share): 10% of total sales (not profit). Place your initials next your selection **A)**_____ **B)**_____

MODIFICATIONS. ABC FOOD TRUCK may not modify or change the Licensed Property in any manner.

DEFAULTS AND LEGAL ACTION. If ABC FOOD TRUCK fails to abide by the obligations of this Agreement, including the obligation to make a license fee payment when due, Trich Productions LLC shall reserve the right to proceed with legal actions.

All disputes under this Agreement that cannot be resolved by the parties may be brought before a court of competent jurisdiction in the State of Alaska. The losing party is required to pay all reasonable attorney fees of the prevailing party.

INDEMNITY REGARDING USE OF PROPERTY. To the extent permitted by law, Licensee agrees to indemnify, hold harmless, and defend Licensor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Licensor may suffer or incur in connection with Licensee's possession, use or misuse of the Premises, except Licensor's act or negligence. Licensee agrees to provide liability insurer covering Licensor as a loss payee.

TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

TERMINATION. This Agreement may be terminated by either party by providing 45 days written notice to the other party. This Agreement shall terminate automatically on July 29, 2019. On or before the termination date, Licensee shall remove all of Licensee's personal property from the Property and shall surrender possession of the Property to Licensor in good order and repair to the satisfaction of Licensor, normal wear and tear excepted.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Alaska.

SIGNATURES. This Agreement shall be signed by Cody Coman, Member on behalf of Trich Productions LLC and by _____ on behalf of ABC FOOD TRUCK.

Licensor:

Trich Productions LLC
By Cody Coman
Member

Licensee:

ABC FOOD TRUCK
By _____
