LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between Peralta Community College District on behalf of its College of Alameda (together, the "College") and Community Flea Markets, LLC, a California limited liability company dba West End Flea Market ("Licensee").

1. License

Subject to the terms and conditions set forth herein, including Section 16, the College hereby grants to Licensee the exclusive right to use all parking spaces located in parking lot "A" at the College, as shown on the attached Exhibit A (the parking lot "A" spaces together with the Parking Lots referenced below and the Restroom Facilities referenced in Section 5.6, the "Licensed Area"), solely for the purposes of operating a commercial flea market (the "Market") from 9:00 a.m. until 4:00 p.m. on Saturdays. Licensee shall use the Licensed Area for no other purpose without the prior written consent of the College, which consent may be granted or withheld in the College's sole discretion. Additionally, the College grants Licensee the right to the use of parking lots "B", "C" and "D" adjacent to the athletic fields and faculty parking lots (the "Parking Lots") for the Market.

Additionally, Licensee may request to use the Licensed Area for the Market on Sundays at the same time set forth above. Licensee shall give the College thirty (30) days' notice of its desire to use the Licensed Area on Sundays and the College shall advise within ten (10) days from its receipt of said request of its decision, at its sole discretion, with respect thereto, and subject to any applicable City of Alameda (the "City") approvals.

The College retains the right to use the Licensed Area for all other purposes that do not interfere with Licensee's use of the Licensed Area, including, but not limited to, the dissemination of literature on the College's programs and enrollment, the repair, alteration, modification and replacement of access roads and utilities serving the Licensed Area and for any other business purpose of the College.

2. Term and Renewal

The term of this Agreement is five (5) years, beginning on March 1, 2012, and continuing through May 31, 2017 ("Term"), unless terminated sooner under the provisions of this Agreement. Upon mutual agreement of the parties, the parties may renew this Agreement for one (1) additional term of five (5) years. Either party shall give the other written notice of its desire to renew at least six (6) months before the expiration of the original Term. The parties shall negotiate in good faith any revisions to this Agreement, including the then applicable Use Fee (referenced in Section 4.1). Fee negotiations shall take into consideration the value of the parking spaces, excluding the value added by any improvements made by Licensee, and the then current maintenance fees and the applicable policies of the College's Board of Trustees (the "Board"). Revisions or amendments hereto must be in writing and signed by an authorized agent of each party.
3. **Termination**

In addition to the termination rights provided in Sections 8 and 17, the College may terminate this Agreement at any time during the Term upon sixty (60) days prior written notice to Licensee upon: (a) a good faith determination by a vote of the Board to end the Agreement; or (b) the sale of the College or the Licensed Area. Licensee may terminate this Agreement upon sixty (60) days prior written notice to the College.

4. **Fees and Deposit**

4.1 Subject to the limitations set forth in this Agreement, Licensee shall pay the College the following fees (collectively, the “Fees”) in arrears for each day that the Licensed Area is available for the Market’s operation (a “Market Day”), as provided herein:

4.1.1 **Parking Lots Use Fee.** Licensee shall pay the College a Use Fee of six hundred forty dollars ($640.00) per Market Day. Calculation of the fee is based on the following: $80.00 x 8 hours (9:00 a.m. to 5:00 p.m.), based on Peralta Community College District Administrative Procedures 6.64 – Governing Use of College Facilities and Facilities Use Fee Schedule. Fair Rental Value of Parking Lots stated therein, as of the Effective Date, is $80.00/hour. If the hourly rate set forth in this Board policy is increased during the term of this Agreement, this Parking Lots Use Fee hereunder shall be increased in proportion hereto. The above-referenced Use Fee shall include use of the Soccer and Building “B” bathrooms.

4.1.2 **Custodial Fee.** Licensee shall pay a fee per Market Day for maintenance of the Licensed Area and other custodial services related thereto as follows: on a non-regular workday or workshift shall be a minimum of two (2) hours per bargaining agreement, Article 13 (13.1) and board policy 6700; provided there are no athletic activities that particular day. If there are athletic activities taking place that particular day, the Licensee shall pay up to half the amount of the custodial and maintenance costs at the discretion of the College.

4.2 The College shall bill Licensee monthly for fees owed by Licensee relating to Market Days. Payment for the previous month shall be due and payable no later than the 15th of the following month.

4.3 If Licensee fails to pay any fee when due or other amount payable to the College under this Agreement, and such failure continues for ten (10) days, Licensee shall additionally and immediately pay to the College, upon receipt of an invoice a late charge equal to five percent (5%) of the delinquent amount.

4.4 In the event Licensee is unable to operate the Market by 11:00 a.m. on any such day due to adverse weather conditions, including any other acts of God, the Use Fee for any such day, shall be waived, but the Custodial Fees as per section 4.1.2. shall
remain in effect.

4.5 Upon the execution of this Agreement, Licensee shall provide College per Administrative Procedure section 664 with: a) a deposit in the amount of two hundred dollars ($200.00) as a cleaning deposit to be applied towards time spent, or costs incurred, by the College to clean or repair the Licensed Area or other areas impacted by the Market activities not promptly or sufficiently cleaned by Licensee; and b) a two hundred dollar ($200.00) security deposit as required by Board policy. To the extent that any portion of the deposit is used, Licensee shall promptly replenish said deposit upon request of the College.

5. Conditions of Use; Operation of the Licensed Area

5.1 Licensee shall ensure that the Market is conducted in an upscale fashion consistent with the description set forth in Exhibit A, and that College may request with ten (10) days advanced notice to Licensee, without charge, Market stalls for the College's use (per availability).

5.2 Licensee, including its employees and agents shall comply, and shall cause the Market vendors to comply, with all statutes, ordinances and requirements of all local, state and federal authorities now in force, or which may hereafter be in force ("Laws"), and all related College rules, policies and regulations, the latter of which Licensee will be given thirty (30) days written notice, or, if such notice is not practicable, then reasonable notice. Licensee shall obtain and abide by the terms of any and all licenses or permits necessary for the operation of its commercial flea market. Licensee shall pay all charges, liens, claims and debts incurred by Licensee to use the Licensed Area.

5.3 Licensee shall keep and maintain accurate and complete business and accounting records concerning all activities relating to the Market.

5.4 Licensee shall provide all necessary traffic controls to assure that traffic and parking in the areas surrounding the Licensed Area occurs in an efficient manner consistent with any City requirements and without disruption to the surrounding residential areas or the operation of the College.

5.5 College will provide Licensee and Market attendees with access to the restroom facilities near the soccer field and in Building “B” (see section 4.1.1 infra).

5.6 Licensee will provide adequate staff and security for the Licensed Area on Market Days, specifically including the Parking Lots and the Restroom Facilities listed above, to ensure the orderly conduct of Market activities to protect the College’s campus and reasonably ensure the safety of Market vendors and attendees. Licensee shall submit to the College its proposed staffing plan for the Market (see Appendix “B”). Licensee provides staffing to ensure orderly Market day operations. In addition, the staff (wearing bright safety vests and name tag identification) walks throughout the
entire flea market at regular intervals to ensure safety and vendor compliance as set forth in “Rules, Regulations and Policies for Sellers”.

5.7 Licensee shall not knowingly sell, or permit the sale of, illegal items, including, but not limited to, poisons, dangerous chemicals or substances, firearms, ammunition, volatile chemicals, illegal knives and weapons, drug related paraphernalia, pornographic items and counterfeit merchandise. Licensee shall not knowingly permit the possession or sale of alcoholic beverages on the Licensed Area. These prohibitions are set forth in the “Rules, Regulations, and Policies for Sellers” on the Licensee’s webpage, and in the seller handout materials provided at each Market. Sellers additionally certify compliance in the Space Reservation Application form.

5.9 Licensee shall in no way knowingly transport or cause to be transported onto the Licensed Area any hazardous materials and shall, at its sole cost and expense, remove from the Licensed Area with due care, any contamination by any such hazardous materials in, on, about and beneath the Licensed Area, which contamination was caused by Licensee or any Market vendor.

5.10 Licensee shall inform vendors and patrons of the limitations set forth in Sections 5.8 and 5.9 and shall take immediate action to cease any such acts of which Licensee becomes aware.

5.11 Licensee shall not (i) post or display signs or banners with the exception of signage for the purpose of identifying the Market, signage directing vehicular and pedestrian traffic and signage as set forth in Section 5.10, or (ii) promote or advertise its Market using the names “College of Alameda”, “Peralta Community College District”, “Peralta Foundation” or the names of related entities, except to the limited extent necessary to identify the location of the Market as being held “at the College of Alameda.”

5.12 Licensee shall inspect the Licensed Area at the end of each Market Day to insure all such premises are clean and returned to their original conditions. Licensee shall clean, remove all garbage and take down all signage, portable fencing and structures erected for operation of the Market and make the Licensed Area suitable for use by the College by the end of the day each day. Licensee shall pay for outdoor garbage collection service for the garbage dumpster serving the Licensed Area. Licensee and the College shall determine a mutually agreeable location for storage and dumpster facilities. The College shall provide twelve (12) trash receptacles of appropriate size to be used during the Market, which receptacles shall be placed near or adjacent to parking lot “A.” The College shall not be responsible for any theft, damage or destruction to, or resulting from, those trash receptacles. Notwithstanding, College grants Licensee the right to place a forty (40) foot storage container on campus.

5.13 The College shall not be responsible for providing security or patrol services to the Licensed Area or to any person using the Licensed Area, nor shall the College be responsible for assuring that other persons do not use the parking spaces within the

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Licensed Area. The College shall cooperate in delivering notices and taking other reasonable measures to restrict parking in the Licensed Area solely for Licensee’s use, on the terms and conditions herein specified.

6. **Independent Contractor Status**

6.1 Licensee is an independent contractor and a separate and distinct entity from the College. The Market and the manner in which Licensee operates the Market are not subject to the direction or control of the College, except to the limited extent set forth herein. All persons hired by Licensee are employees or agents of Licensee. Neither Licensee nor any agent or employee of Licensee is an agent or employee of the College. Nothing herein is intended to create, or should be construed as creating, a partnership or joint venture between the parties.

6.2 Licensee, at its sole cost and expense, shall be solely responsible for, and the College shall not participate in: (a) the selection, hiring, discharge, management, control or direction of any employees or agents utilized by Licensee to perform Licensee’s obligations under this Agreement; and (b) any vendor selection, activity or any aspect of vendor relations or Market activities.

6.3 Licensee shall be solely responsible for all expenses incurred in using the Licensed Area as a result of Licensee’s business operation under this Agreement, including, but not limited to, all federal, state, city and county taxes, including any and all excise, sales or other taxes applicable to Licensee’s business operation.

7. **Maintenance, Repair and Improvements**

Licensee shall maintain the Licensed Area in good condition and repair, to the satisfaction of the District’s Vice Chancellor for General Services. If Licensee fails to adequately clean or maintain the Licensed Area, Licensee shall, immediately upon demand, promptly reimburse the College for any and all costs and expenses of any such additional cleaning or repair. The Licensed Area shall not, however, be altered, and no capital repairs shall be made with the exception of the nonpermanent numbering/marking of the parking spaces for the purpose of identification of the Market vendors’ spaces, without the prior consent of the College, which consent may be granted or withheld at the College’s sole discretion. The College shall give Licensee thirty (30) days advance notice of any major maintenance or repair of the Licensed Area. College agrees to stripe and outline/border all speed bumps in parking lots and mark driveways between parking lots.

8. **Default**

If Licensee fails to perform any obligation under this Agreement within thirty (30) days after receipt of written notice from the College specifying the nature of the act to be performed, or in the case of failure to pay Use Fees within ten (10) business days after Licensee’s receipt of the College’s written notice that any Use Fee is past due, then Licensee shall be in default, except that if the nature of the default is such that it cannot reasonably be cured within this
ten-day period, Licensee shall not be deemed to be in default if Licensee promptly commences to cure, in the College’s sole opinion, the default prior to the end of the thirty (30) day period and diligently pursues the cure to completion. If Licensee defaults, the College shall have all remedies available to the College at law or in equity, including, without limitation, the right to immediately terminate this Agreement.

9. Insurance

During the term of this Agreement, Licensee shall, at Licensee’s expense, obtain and keep in force a policy or policies of commercial general liability insurance (which would cover both bodily injury and property damage) of $1M per occurrence/$1M aggregate, insuring against all liability or claims relating to activities of Licensee, activities relating to or arising from the Market or otherwise occurring on the College campus on a Market Day. Licensee shall, upon execution of this Agreement and at least annually thereafter, deliver to the College all certificates of insurance referred to herein or otherwise affecting the Licensed Area. Licensee shall not cancel any policy required under this Agreement without thirty (30) days prior written notice to the College. All insurance coverage required under this Agreement shall contain an endorsement requiring thirty (30) days written notice from the insurance company to the College before cancellation or change in the coverage or terms of such policy.

10. Assignment

Licensee shall not assign or otherwise transfer any right under this Agreement without the prior written consent of the College which consent may be granted or withheld in the College’s sole discretion. Notwithstanding the foregoing, this Agreement is binding upon and shall inure to the benefit of the respective parties hereto and their successors and permitted assigns.

11. No Third-Party Beneficiaries

Except as expressly provided, nothing in the Agreement shall operate to confer rights or benefits on persons or entities that are not a party to the Agreement.

12. Indemnification

Licensee shall indemnify, defend and hold harmless the College, its Board of Trustees, and their officers, agents, employees, volunteers and contractors (the "Indemnified Parties") from any and all third party actions, claims, losses, damages, demands or expense (including without limitation all court and/or arbitration costs and reasonable attorney’s fees on account thereof) suffered or incurred by the Indemnified Parties arising from or relating to the Market, Licensee’s activities under this Agreement, or any other act or omission of the Licensee or any vendor at or patron of the Market, including, but not limited to:

(a) claims arising out of a failure by Licensee or a vendor or their respective officers, agents, or employees to comply with all applicable laws and any and all policies referenced in Section 5.3; or
(b) claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Licensee, a vendor or any patron of the Market.

This indemnification obligation shall survive the termination or expiration of this Agreement.

13. Attorney’s Fees

In any legal action or arbitration brought by either party, in law or equity, including an action for declaratory relief, to enforce the terms hereof or relating to the Licensed Area, the prevailing party shall be entitled to all costs incurred in connection with such action, including, without limitation, reasonable attorneys’ fees, as well as any cost or fees incurred in any appeal therefrom or any collection efforts related thereto.

14. Waiver

No covenant term, or condition of this Agreement may be waived except by written consent of the party against whom the waiver is claimed and the waiver of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

15. Notices

Any notice, which either party may or is required to give, may be given by personal delivery or by the same, postage prepaid, certified mail return receipt requested, to Licensee or to the College at the following addresses:

Licensee:
Attn: Gary Hum
Community Flea Markets, LLC
1010 Webster Street
Oakland, CA 94607

The College:
Attn: President
College of Alameda
555 Ralph Appezzato Memorial Pkwy.
Alameda, CA 94501

cc:
Attn: Office of the Chancellor
Peralta Community College District
Administrative Center
333 East 8th Street
Oakland, CA 94606

16. Limitation on Use of Licensed Area
In the event the College determines that all or any portion of the Licensed Area is needed by the College for educational programs or other College-related activities, the College may either (a) exchange a portion of the parking spaces in the Licensed Area for an equal number of spaces in a different location or, otherwise relocate the Market to another area on the College's campus, or (b) if no such different spaces are available, reduce the size of the Licensed Area by such number of parking spaces that are needed by the College for educational programs or its business-related activities, upon fourteen (14) days prior written notice to Licensee. In addition, the College shall give Licensee notice, as soon as reasonably practicable, but not less than fourteen (14) days, of any other event that it knows will likely materially impact Licensee’s use of any portion of the Licensed Area. Fees for affected “Licensed Area” shall be adjusted accordingly (see section 7.2 below).

17. Change in Laws or Regulations and Condemnation

17.1 If future legislation or regulation limits or otherwise adversely affects the intended use of the Licensed Area hereunder, the College may make reasonable modifications of this Agreement as necessary to comply with such legislation or regulation or, if such reasonable modifications are not practicable, the College may terminate this Agreement upon thirty (30) days written notice to Lessee, or, if such notice is not permissible or practical under the circumstances, then upon written notice of the College. Licensee may terminate this Agreement if Licensee determines that the modifications requested by the College materially interfere with Licensee’s use of the Licensed Area.

17.2 If the entire Licensed Area is taken for any public or quasi-public use under any statute or by right of eminent domain, then this Agreement shall terminate as of the date of such taking. If there is a partial taking of the Licensed Area and the area remaining cannot be reasonably used by Licensee, without materially frustrating or impeding Licensee’s intended use of the Licensed Area, Licensee may, within thirty (30) days after receipt of notice of such taking, terminate this Agreement as of the date on which possession is taken by the condemning authority. If Licensee does not exercise its right to terminate, then this Agreement shall remain in full force and effect, except that in the event the Licensed Area is reduced by more than ten percent (10%), the Use Fee and other charges due the month following the taking, under this Agreement, shall be reduced by the same percentage that the reduction bears to the entire Licensed Area.

18. Nondiscrimination

Licensee agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, District Board Policy 4.03, and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity. Licensee agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, vendors, Market patrons, agents, applicants
for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law.

19. Conflicts of Interest

19.1 Conflicts of Interest. Licensee represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq., and that it does not know of any facts that constitute a violation of said sections or the College’s conflict of interest code, Board Policy 6.86. Licensee represents that it has completely disclosed to the College all facts bearing upon any possible interests, direct or indirect, which Licensee believes any trustee, officer, agent, or employee of College or any department presently has, or will have, in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. If Licensee subsequently becomes aware of any such facts, Licensee shall promptly provide notice to College of same, along with a proposal for remedying the violation. College, at its sole discretion, may determine whether the proposal or any other proposed resolution is satisfactory.

19.2 Licensee Conflicts of Interest. Licensee represents that it does not presently have, and shall not have during the Agreement, any direct or indirect interest that would conflict in any manner or degree with the transactions contemplated by this Agreement. Licensee further represents that it will not employ, subcontract to, or otherwise involve any person or entity having such conflicts of interest in the performance of the Agreement. If Licensee subsequently becomes aware of any such conflicts of interest, Licensee shall promptly provide notice to College of same, along with a proposal for remedying the violation. College, at its sole discretion, may determine whether the proposal or any other proposed resolution is satisfactory.

20. Counterparts; Signatures

This document may be signed in any number of counterparts all of which shall be taken together and shall constitute one and the same instrument. All faxed and/or e-mailed signatures shall be considered as original signatures for the purpose of binding all parties to this agreement.


In the event that any one or more of the sections, paragraphs or portions herein shall for any reason be held or declared to be invalid, illegal or unenforceable in any respect or degree, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other sections, paragraphs or portions of this Agreement.

22. Entire Agreement
This Agreement constitutes the entire agreement between the College and Licensee concerning Licensee’s use of the Licensed Area and supersedes all prior and contemporaneous negotiations, representations and agreements, written or oral, relating to the same and may be amended only by a writing signed by both parties.

23. Dispute Resolution

23.1 Mediation. If a dispute arises under this Agreement (other than claims for preliminary injunctive relief or other pre-judgment or equitable remedies, indemnification obligation or as provided in Section 12), the parties agree to first attempt in good faith to resolve the dispute with a mutually agreed-upon mediator in Alameda County, California. A party may initiate mediation by sending the other party a written demand for mediation, which demand shall describe with specificity the nature of the dispute. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the parties are unable to arrive at a mutually satisfactory solution through mediation, or if a mediator has not been chosen and a date set for mediation, within thirty (30) calendar days from the date of the demand for mediation, then the parties hereby agree to submit the dispute to a mutually agreed-upon arbitrator in Alameda County, California, pursuant to the terms of Paragraph 23.2, below.

23.2 Arbitration. Any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement (other than claims for preliminary injunctive relief or other pre-judgment or equitable remedies, indemnification obligation or as provided in Section 12), shall be settled by binding arbitration in Alameda County, California, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, if a mutually satisfactory resolution cannot be reached in mediation or if sufficient steps towards mediation have not been taken pursuant to Section 23.1, above. Arbitration shall be the exclusive dispute resolution process for all claims other than for preliminary injunctive relief or other pre-judgment or equitable remedies. Any party may commence arbitration by sending a written demand for arbitration to the other party and to the American Arbitration Association. Such demand shall set forth the nature of the matter to be resolved by arbitration.

A request for arbitration must be submitted within the same limitation periods that would be applicable in court and must be in writing. If either party fails to submit and serve a written request for arbitration within the applicable statute of limitations, that party agrees that it will have waived any right to raise said claim, in any forum, regarding the dispute. The arbitrator shall be one that is mutually agreeable to both parties. Both parties shall have the right to conduct normal civil discovery, including the taking of depositions, prior to the arbitration hearing, and specifically agree that the provisions of Section 1283.05 of the California Code of Civil Procedure are incorporated into and made applicable to
any arbitration, *provided however* that the arbitrator will retain his or her statutory discretion under that section to limit the number, and scope of, the depositions. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute.

The arbitrator shall be empowered to award either party any remedy at law or in equity that the prevailing party would otherwise have been entitled to had the matter been litigated in court, including, but not limited to, injunctive relief or specific performance; provided however that the authority to award any remedy is subject to whatever limitations, if any, that exist in the applicable law on such remedies. The arbitrator shall issue a decision or award in writing, stating the essential findings of fact and conclusions of law. The arbitrator shall have no jurisdiction to issue any award contrary to or inconsistent with the law. Following the evidentiary portion of an arbitration hearing, both parties shall have the right to prepare and file with the arbitrator a post-hearing brief not to exceed twenty-five (25) pages in length. Any such brief shall be served on the arbitrator and the other party within thirty (30) days of the close of the evidentiary portion of the hearing, unless the parties agree to some other time period. Should any part of this arbitration provision be declared by a court of competent jurisdiction to be invalid, unlawful or otherwise unenforceable, the remaining part shall not be affected thereby and the parties shall arbitrate their dispute without reference to or reliance upon the invalid, unlawful or unenforceable part of the Agreement.

The parties shall share equally all initial costs of arbitration. However, the prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration and in association with the enforcement of said judgment. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator’s decision.

23.3 *Tort Claims Act.* No provision of the Agreement shall alter the requirements of the Tort Claims Act, California Government Code Section 810 et seq.

23.4 *Forum Selection.* The exclusive venue for all litigation arising from or relating to the Agreement shall be in Alameda County, California.

23.5 *Cumulative Remedies.* The remedies provided in the Agreement are cumulative. A party who exercises a right or remedy will not be precluded from asserting any other right or from seeking any other remedies available to that party.

23.6 *No Special Damages.* Notwithstanding any other provision, in no event shall the College be liable, regardless of whether any claim is based on contract or tort,
for any special, consequential, indirect or incidental damages, including but not limited to lost profits or revenue, arising out of or in connection with the Agreement.

24. License Agreement

This Agreement constitutes a license to use the Licensed Area, and does not constitute a lease, or create possessory rights in Licensee. As such, this license shall be deemed revoked upon the termination of this Agreement for any reason.

25. Governing Law

The Agreement shall be deemed to have been executed in the City of Alameda, California. Enforcement of the Agreement, including arbitration, shall be governed by, and construed and enforced in accordance with, the local, state, and federal laws in effect in the City of Alameda, California, including but not limited to California Government Code Section 818, but excluding California’s conflict of laws principles that would cause the application of laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

COMMUNITY FLEA MARKETS, LLC

By: [Signature]
Date: 11/27/12

Carol L. Hum
Title: Managing Member

COLLEGE OF ALAMEDA

By: [Signature]
Date: 11/13/12

Jannett N. Jackson, PhD.
President, College of Alameda
(For internal reference only)

PERALTA COMMUNITY COLLEGE DISTRICT

By: [Signature]
Date: 11/14/12

Jose M. Ortiz, Ed.D
Chancellor (Authorized Agent)

APPROVED AS TO LEGAL FOR THE DISTRICT:

[Signature]
Date: 11/19/12

Thuy Thi Nguyen, General Counsel

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Appendix A
Upscale Flea Market Description

The West End Flea Market “something for everyone”

Upscale Quality of the Market

The West End Flea Market will host hundreds of local Bay Area vendors. We are modeling our event after two highly successful and established Community College Flea Markets: DeAnza (operating over 30 years) and Chabot (operating over 18 years). Review of their venues showed a wide variety of vendor goods including antiques, furniture, collectibles, vintage & retro fashions, accessories & jewelry, one-of-a-kind finds from designers, makers and collectors, repurposed and up-cycled goods, shabby chic, art, and the odd and unusual from the garage, closets and attics – a little bit of everything and more. We would also host food purveyors providing tasty treats and delicious food choices for buyers and sellers.

The West End Flea Market Product Categories


Crafts & Makers – Handmade Items, Wearables, Decorative Objects, Jewelry, Cards, Paper Crafts, Furniture, Upcycled Items, etc.

Designers – Artists who design and make a wide array of products, Recycled Fashion, Repurposed, One-of-a-Kind, including Clothing, Accessories, Jewelry, Art, etc.

Home Décor – Contemporary, Modern, Shabby Chic, Cottage, Country, Lifestyle, etc.

New Merchandise – Clothing, Shoes, Accessories, Household, Toys, Tools & Equipment, etc.

Plants, Flowers & Garden – Cut Flowers, Dried Flowers, Plants & Trees, Supplies & Equipment, Pottery & Garden Art, etc.

The Garage – Also known as a Yard Sale, Attic Sale, Moving Sale, and Estate Sale. Items from a household or Storage Unit. Goods are sometimes new, like new or just used.

Vintage – Women & Men’s Clothing, Handbags, Purses, Jewelry, Eyewear, Hats, Fashion, Textiles, Rare Movie Posters, Photographs, Vinyl Records, etc.

We are always on the lookout for interesting product offerings. We want this event to be an experience, a haven of cool and unusual finds. It will be a place where shoppers connect directly with the designer, maker or collector of the products. Each market experience will be different - it will have a changing selection of merchandise. Customers attending The West End
Flea Market will not only walk away with great treasures where there is "something for everyone" but also with memories of their finds to share for years to come.
Appendix B
Staffing Plan