

## LICENSE AGREEMENT

This License Agreement (the "Agreement") is executed this \_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by the CITY OF ALEXANDRIA, a municipal corporation of Virginia ("Licensor") and Mai Thai Restaurant ("Licensee").

### RECITALS

- A. Licensee operates a restaurant at 6 King Street, Alexandria, Virginia, and desires to obtain the right to use, subject to the terms and conditions of this Agreement, certain property owned by Licensor (and previously used as parking spaces 1, 2, 3 and 4) located adjacent to the building Licensee occupies (the "Restaurant"), as displayed in the attached Exhibit A
- B. Licensor is willing to permit Licensee to use the property adjacent to the Restaurant as an outdoor dining area associated with Licensee's restaurant, subject to obtaining all required permits and approvals, and abiding by the terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises herein made and for other good consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Premises. The real property for which the license is granted consists of a portion of the City of Alexandria parcel designated on the City of Alexandria Tax Map by Section 075.0 block 05-04 (the "License Area"). The property is approximately 912.5 square feet on the corner of King Street and Strand Street and consists of four parking spaces of an eight-space asphalt-paved surface parking lot (hereinafter, "Outdoor Dining Area") which is part of a City of Alexandria owned waterfront park (see Exhibit A).
2. License. In exchange for the consideration described herein and based upon the terms and conditions described herein, Licensor grants Licensee a license to use the Outdoor Dining Area for the term of this Agreement exclusively for outdoor seating associated with Licensee's restaurant.
3. Term. The term of this License shall begin the date of execution of this Agreement and shall continue for one (1) year from that date. Upon expiration, the agreement shall continue on a month-to-month basis, with either party terminating upon at least thirty (30) days' notice to the other party. Moreover, either party may terminate the lease prior to expiration upon thirty (30) days' notice to the other party. Notwithstanding the above, this license shall endure no longer than five years maximum.
4. License Fee. Licensee shall pay the Licensor a monthly fee of \$828.33 (eight hundred twenty-eight dollars and thirty-three cents), every first day of the month, an annual total of \$9,940.00 (nine thousand nine hundred forty dollars and zero cents) or \$10.89/SF for the license rights to use the Outdoor Dining Area.
  - (a) *Payment Mailing Address*. All payments shall be made payable to the "City of Alexandria" and sent to the following address:

City of Alexandria  
Department of General Services  
421 King Street, Ste. 220  
Alexandria, VA 22314

- (b) *Late Payment.* In the event any payment due to the Licensor hereunder is delayed by more than thirty (30) business days, such payment shall increase by ten percent (10%) of the payment due, additionally, interest on the unpaid amount shall accrue at the rate of 2.5% per month from the due date until paid.

5. Special Condition of License.

- (a) *Special Use Permit.* The Licensee is required to comply with the conditions of the Special Use Permit (hereinafter, "SUP") and in particular the conditions that pertain to the Outdoor Dining Area. Any violation of the conditions of the SUP pertaining to the Outdoor Dining Area shall be considered a violation of this Agreement and the Agreement shall be subject to Termination as described in Section 8 herein.
- (b) *Maintenance and Repairs.* The Licensee shall be responsible for the maintenance of the Outdoor Dining Area, including daily trash, litter pick up, and snow removal. Failure of the Licensee to do so may be considered a condition of default under Section 8 of this License Agreement. Licensee shall address any maintenance requests from the Licensor within fourteen (14) days from the date the request is received.
- (c) *Outdoor Dining Facilities.* Any improvements placed within the Outdoor Dining Area, including but not limited to tables, chairs, elevated decking, awnings, fencing or railings, or any other facilities necessary for the use of the Outdoor Dining Area pursuant to this Agreement ("Outdoor Dining Facilities") shall remain the property and the responsibility of Licensee. In the event this Agreement is terminated pursuant to Section 8 herein or for any reason, Licensee shall remove the Outdoor Dining Facilities within ten (10) days of such termination and shall restore the License Area to its pre-license condition.

6. Insurance. Licensee agrees to provide, and shall certify to the satisfaction of the Licensor that it is covered by liability insurance in the amount not less than \$1,000,000 per person and \$3,000,000 per occurrence, which insures Licensee against (i) all claims of personal injury and personal property damage arising from the use of the Outdoor Dining Area, which allege that the injury or damage has been caused by the negligence or gross negligence of the Licensee and the Licensee's agents and employees, and (ii) claims of personal injury and property damage arising from the use of the Outdoor Dining Area. Licensor shall be named as an additional insured. In the event the Licensee is unable to obtain the required insurance naming Licensor as a named insured, or the required insurance lapses, this License Agreement shall terminate. Licensee agrees to maintain insurance coverage required by this provision throughout the term of this Agreement and provide evidence to Licensor of such prior to the issuance of the Certificate of Occupancy for the Restaurant and throughout the term of this Agreement.

- (a) *Indemnification.* Licensee agrees to indemnify and hold harmless the Licensor and its officers, employees and agents from and against all suits, action, causes of action, damages, claims, liability and expenses (including court costs and attorney's fees), and against any losses incurred by Licensor, resulting from or arising out of any act or omission of the Licensee or any of its employees, agents, invitees, licensees or guests in the course of operating, maintaining or using the Outdoor Dining Area.
- (b) *Wavier of Licensor's Liability.* By executing this Agreement, Licensee expressly acknowledges and agrees that the Licensor and its officers and employees shall not be liable to Licensee or to any of its employees, agents, invitees, licensees or guests for any bodily injury or property damage sustained by any of them while on the Outdoor Dining

Area or for any property damage to Licensee's facilities located within the Outdoor Dining Area.

7. Applicability of Federal, State and Local Laws. This Agreement is subject to the Alexandria City Code, and all applicable provisions of federal and state law. This Agreement is subject to, and Licensee shall comply with, the criminal, fire, health and safety laws of the City of Alexandria and the Commonwealth of Virginia. Licensee shall permit officers of the City of Alexandria charged with enforcement of such laws to inspect the Outdoor Dining Area during the periods of the Licensee's use.
8. Termination. In the event Licensee violates any term of this Agreement, Licensee shall be considered in default. If such default continues for a period of thirty (30) days after Licensee has received written notice of the default, the Licensor may terminate this Agreement effective immediately unless such default is of such a nature that it cannot be cured within such thirty (30) day period, in which case, Licensee may request that Licensor agree to extend the cure period for a reasonable amount of time to effect such a cure and such agreement shall not be unreasonable withheld by Licensor. Furthermore, Licensor shall have the right to terminate this Agreement, effective immediately if Licensee ceases to operate the Restaurant.
9. Assignment. This Agreement may not be assigned by Licensee without the written consent of Licensor, which consent may not be unreasonably withheld but may require the approval of the Alexandria City Council. An assignment by Licensee to an affiliate, which is under the control of the Licensee or formed for the purpose of operating the Restaurant for Licensee, shall not require the Licensor's consent.
10. Quiet Enjoyment. Licensor covenants that it has full right, power and authority to enter into the Agreement and that Licensee, upon paying the monthly license fees, and performing all of Licensee's other obligations pursuant to the Agreement, shall peaceably and quietly have, hold and enjoy the Outdoor Dining Area during the term of this Agreement without hindrance, ejection or molestation by any person lawfully claiming by, through or under Licensor, or as a member of the public.
11. Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia.

Signature Page Follows

Licensor and Licensee acknowledge that they have read this License Agreement and that they accept and agree to be bound by the terms hereof.

**LICENSOR:**

CITY OF ALEXANDRIA, a municipal corporation of Virginia

Approved as to Form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Office of the City Attorney

Date: \_\_\_\_\_

**LICENSEE:**

MAI THAI Restaurant

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

