

LICENSE AGREEMENT GRANTED BY WASCO COUNTY

TO: THE DALLES ARE CHAMBER OF COMMERCE

1. Agreement: Subject to the terms of this License Agreement ("Agreement") Wasco County ("County") grants to The Dalles Area Chamber of Commerce ("Licensee") a non-exclusive permission to use the parking lot portion of the County property commonly known as Tax Lot 2N13E33CD1100 and as more particularly depicted in attached Exhibit A. ("License Area"). This License is for activities described in Section 2 below ("Event").
2. Allowed Uses
Licensee may utilize the License Area for through access and temporary staging of animals and equipment associated with the Cherry Festival Parade.
3. Special Conditions
The following are limitations and conditions for the use of License Area:
 - Licensee accepts and shall utilize the License Area in its existing condition. County shall not be obligated to incur any costs whatsoever as a result of or in conjunction with this License.
 - If any damage to County property occurs from Licensee's own activities or those of any Licensee employees or invitees, wherever located, Licensee shall restore or repair any such damage within one week to County's satisfaction.
4. License Fee: The Licensed Area shall be provided to Licensee free of charge for the duration of the Event. 713 7
5. Term: The rights granted and obligations required by this Agreement shall be in effect from 8:00 am through 4:00 pm on April 26, 2025 ("License Term").
6. Laws: Licensee shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to its occupancy or use of County property, and shall comply with all County rules or requests regarding use of the License Area during the License Term.
7. Assignment. This Agreement is not assignable by Licensee. The Licensee shall not assign or transfer its right under this license without the prior written consent from the County.
8. Insurance: Permittee agrees during the License term to pay for and maintain a comprehensive business liability insurance policy with a company or companies satisfactory to the County with insurance limits of a minimum of not less than \$2,000,000 each occurrence for bodily injury and property damage and \$4,000,000 general aggregate. Licensee shall provide the County with proof of such insurance prior to using the License Area and when requested by the County. The General Liability certificate shall

provide that Wasco County and its Commissioners, officers, agents, and employees are Additional Insured. Licensee's insurance shall be primary and not contributory.

9. Indemnification. To the extent permitted by law, Licensee shall hold the County, its employees, agents and Commissioners harmless from and indemnify them against any claims, losses, damages, expenses including attorney fees, penalties, fines or liability for damage to persons or property in any way related to Licensee's occupancy or use of County property or that of its contractors, invitees, agents or assigns.
10. Covenants: Licensee, its employees, subcontractors, suppliers or invitees shall not do anything which damages the License Area or any other County property, including spilling of any motor oil or fuel within the License Area, damage to concrete walkways, curbs, lawn areas or underground irrigation systems. If any such damage occurs, Licensee shall carry out repairs within two weeks of notification by the County. Prior to the expiration of the License Term, Licensee shall leave the License Area in the condition that existed at the start of the License Term.
11. Attorney Fees: In the event of litigation by either party to enforce its rights hereunder the prevailing party shall be entitled to recover its reasonable attorney's fees from the losing party incurred prior to trial, at trial or on appeal.
12. Signing Authority: Each person signing this Agreement on behalf of the County and Licensee represent and warrant they have the right to do so.

Dated: 4-22-2025

WASCO COUNTY



Title: Administrative Officer
4932-2449-4644, v. 1

Dated: 4-22-25

THE DALLES AREA CHAMBER OF COMMERCE



Title: Executive Director



Map navigation controls including zoom in (+), zoom out (-), and a search bar with the text "Find address or place" and a magnifying glass icon.

EXHIBIT A

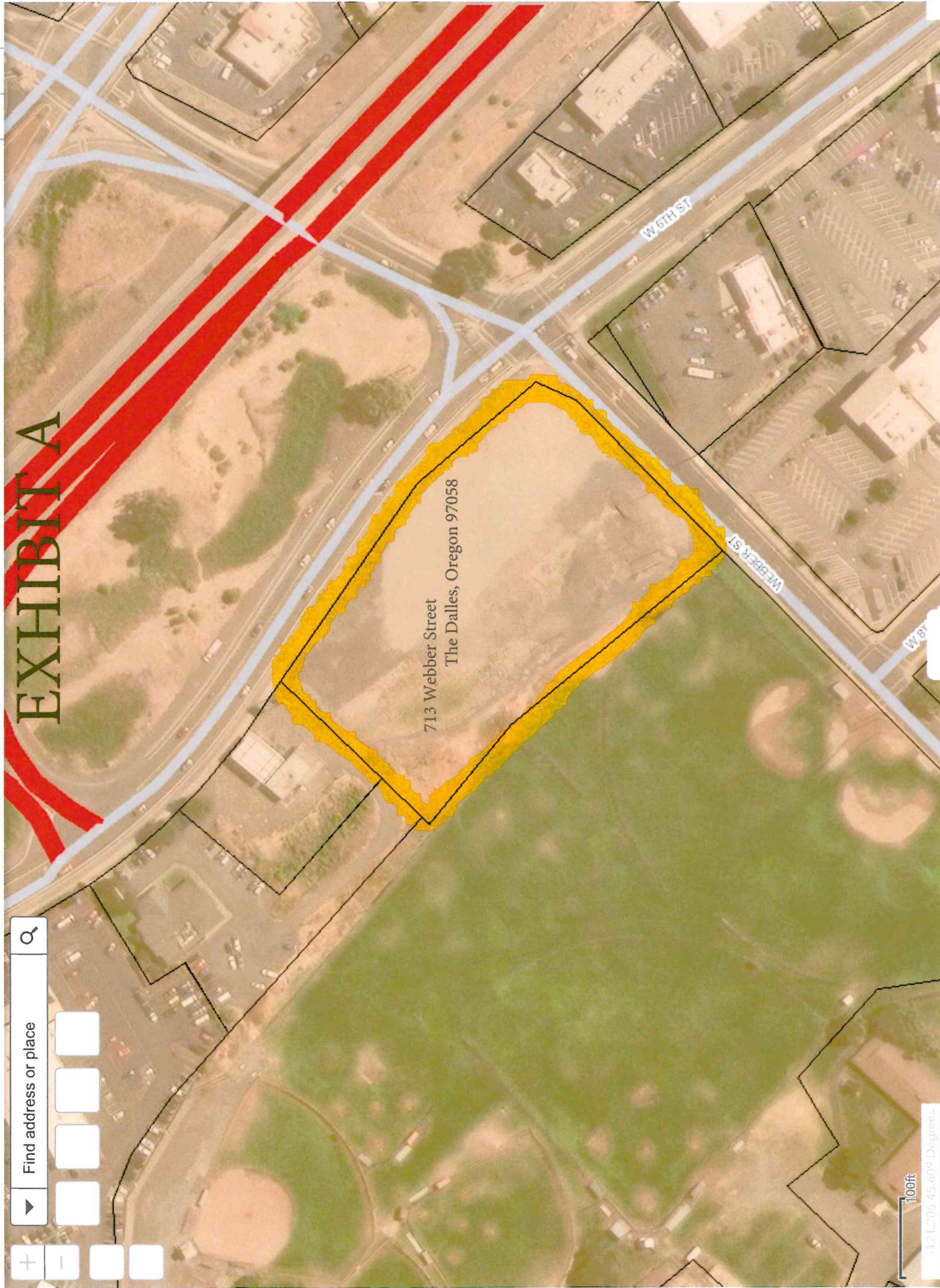
713 Webber Street
The Dalles, Oregon 97058

W 6TH ST

WEBBER ST

100ft

-121.205, 45.609 Degrees





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Oregon Trail Insurance 409 W 4th Street The Dalles OR 97058	CONTACT NAME:	
	PHONE (A/C, No, Ext): (541) 296-2395	FAX (A/C, No): (541) 296-6143
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Us Liability Insurance CO	
INSURED The Dalles Area Chamber of Commerce 404 West 2nd Street The Dalles OR 97058-	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		NBP1555113F	03/05/2025	03/05/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP025A3116	04/18/2025	04/18/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as an additional insured per policy
Wasco County
Cherry Festival Parade, April 24-27th, 2025 Lot at the corner of Weber and 6th St.

CERTIFICATE HOLDER CANCELLATION AI 005980

Wasco County 511 Washington Street The Dalles OR 97058-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE