

NON-EXCLUSIVE FRANCHISE AGREEMENT

Between

THE CITY OF LAKE VIEW, ALABAMA

And

FRANCHISEE'S NAME

THIS NON-EXCLUSIVE FRANCHISE AGREEMENT (the “Franchise,” the “Franchise Agreement,” or the “Agreement”), entered into as of the dates identified herein, between the City of Lake View, Alabama, an Alabama municipal corporation, (the “City” or “Lake View”) and **Franchisee’s name, type of entity** (“**Franchisee’s name**” or “Franchisee”).

W I T N E S S E T H:

WHEREAS, the City is the owner of a parking lot located at 22757 Central Park Dr., Lake View, AL 35111; and

WHEREAS, leasing a portion of this parking lot for limited periods of time will be in the best interests of the citizens of the City of Lake View;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the City and Franchisee agree and covenant as follows:

ARTICLE I: PREMISES

1.01 Premises. Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, the City does hereby license Franchisee to use certain real property located at 22757 Central Park Dr., Lake View, AL 35111, as depicted on **Exhibit A** (which is attached hereto and incorporated herein by reference, excluding any existing personal property of the City located in the area indicated) as more particularly described below. The property is hereinafter referred to as the “Premises” or the “Franchised Premises.”

ARTICLE II: FRANCHISE TERM

2.01 Term. This nonexclusive franchise shall be for a term of one (1) month and shall commence on the _____ day of _____, _____ (the “Initial Term”). Up to and no more than thirty days in advance, Franchisee must sign up with the City Clerk or City Clerk’s designee for specific days that Franchisee desires to occupy the Franchised Premises. Days and times available for Franchisee to occupy the Franchised Premises shall be limited to Monday through Saturday from six o’clock a.m. until eight o’clock p.m. No more than one (1) food truck

shall be allowed to sign-up for a particular day, and sign-ups for a particular day will be taken on a first come, first serve basis. At all other times and on all other days, the City shall have the right to exclusive possession of the Premises and Franchisee shall not use the Premises for any purpose. All sales facilities, signs and any related vehicles must be removed from the Premises at the close of business daily. At the end of the Initial Term, and subject to the provisions herein, including those governing written termination and/or sale of the Premises, this Franchise Agreement shall continue for successive terms of one (1) month, on a month-to-month basis. This Franchise shall be freely terminable at any time by either Party by providing a minimum of ten (10) days written notice to the other Party.

2.02 Holding Over. Holding over is expressly prohibited; provided, however, that the parties understand and agree that any holding over by Franchisee of the Franchised Premises at the expiration, termination, or cancellation of this Franchise, for any reason, including, but not limited to, default for any reason, or natural expiration, shall operate, and be construed as a tenancy from month-to-month at the same monthly license rate as during the term. Franchisee shall be liable to the City for all loss or damage on account of any holding over against the City's will or in violation of this provision after the expiration, termination, or cancellation of this Franchise, regardless of whether such loss or damage is foreseen or contemplated at this time or not. No receipt or acceptance of money by the City from Franchisee after the expiration, termination, or cancellation of this Franchise, or after the service of any notice, the commencement of any suit, or final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Franchise or affect any such notice, demand, or suit, or imply consent for any action for which the City's consent is required, or operate as a waiver of any right of the City to retake and resume possession of the Premises.

ARTICLE III: LICENSE

3.01 Ground License. The monthly license fee (License Fee) for the Franchised Premises shall be five dollars (\$5.00) per month during the Term of the Franchise until this Franchise Agreement is terminated.

3.02 Time of Payment. The payment of License Fee by the Franchisee shall be made monthly, in advance during the term of this Franchise, without notice from the City.

3.03 Security Deposit. A security deposit will not be required in execution of this Agreement.

3.04 Place of Payment. All payments required to be made by Franchisee shall be paid to the City at the following address:

City of Lake View
ATTN: City Clerk
22757 Central Park Dr.
Lake View, AL 35111

ARTICLE IV: OBLIGATIONS OF THE CITY

4.01 General. The City agrees that upon Franchisee's payment of rent and performance of all of the covenants, conditions, and agreements herein set forth, Franchisee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised under the terms and conditions provided herein. The City has no knowledge, or any reason to believe, that there is any legal impediment to its full right to enter into this Franchise and perform its obligations hereunder, and to do so throughout the Franchise Term and any renewals or extensions thereof, subject to the provisions of Article II, above.

ARTICLE V: OBLIGATIONS OF FRANCHISEE

5.01 Net Franchise. This Franchise shall be without cost to the City, excepting the City's obligations specifically set forth elsewhere in this Franchise Agreement.

5.02 Obligations of Franchisee. Franchisee shall do all of the following:

A. Prior to occupying, or using the Premises, at Franchisee's sole expense, apply for and receive any and all permits required by any governmental entity in order to occupy and use the Premises for its permitted uses, as those uses are set forth herein; and

B. Keep and maintain the Franchised Premises located thereon in a good state of repair at all times; and

C. Pay all taxes assessed against Franchisee's interest in the Franchised Premises, and all of Franchisee's personal property located on the Franchised Premises; and

D. Pay all casualty and liability insurance premiums required in accordance with Article VI, below; and

E. Comply with traffic control devices placed by the City regarding ingress and egress from Premises; and

F. Comply with all health and safety laws, statutes, ordinances, rules, and regulations.

5.03 Temporary Signs, Advertisements, or Banners. Subject to the terms, conditions, and restrictions of this Franchise and any all requirements and restrictions for signs contained in the City's sign ordinance, or applicable rules and regulations, Franchisee may place or install temporary signs, advertisements, or banners on the Premises.

A. The number, size, design, and contents of all signs, advertisements, and banners on the Premises shall be subject to prior review and approval by the City, after review and approval by any authorized regulatory agencies.

B. All advertisements and signage shall clearly indicate the temporary nature of Franchisee's use of the location.

5.04 Condition of Premises. Franchisee accepts the Franchised Premises in their present condition. Any and all improvements by Franchisee related to configuration, set-up, and arrangement of temporary outdoor sales are subject to the prior written approval of the City.

5.05 Suitability of Franchised Premises. Franchisee agrees that the Franchised Premises are suitable for Franchisee's business, activities, and operations proposed to be conducted thereon.

5.06 Maintenance of Premises. Franchisee agrees to maintain the Franchised Premises in a good state of repair and condition. Franchisee further agrees to keep the grounds in a neat and orderly condition. Franchisee shall not allow any trash or litter to accumulate on the Premises. If, following notice from the City, Franchisee fails to make any necessary repairs or perform any necessary maintenance for which Franchisee is responsible under this Franchise, the City may cause such repairs or maintenance to be performed, and the City's costs of doing so will be payable as additional rent, due within ten days following Franchisee's receipt of the City's invoice.

5.07 Trash, Garbage, Etc. Franchisee shall make suitable arrangements for the storage, collection, and removal of all trash, garbage, and other refuse on the Franchised Premises. Franchisee shall provide appropriate, covered, commercial-type receptacles for such trash, garbage, and other refuse while Franchisee is on the Premises.

5.08 Permitted Uses. Franchisee will not enter into any business activities on the Franchised Premises other than those stated as follows:

The temporary parking and operation of a vehicle for temporary outdoor sales.

5.09 Outdoor Storage. Franchisee shall not be permitted to store equipment and materials on the Franchised Premises outside of the days and times for which Franchisee has exclusive use of the Premises, as specified in Section 2.01.

5.10 Environmental Compliance. In conducting any activity or business on the Franchised Premises or in conducting any environmental response or remedial activities, Franchisee shall comply with all environmental laws. If the Franchisee fails to comply with any applicable environmental law, the City may enter the premises and take all reasonable and necessary measures, as determined solely by the City, to ensure compliance with environmental laws. Any and all measures taken by the City pursuant to this paragraph shall be at the Franchisee's expense. In the event of a release or a threatened release of hazardous materials, hazardous wastes, or other contaminants into the environment relating to or arising out of Franchisee's use or occupancy of the Franchised Premises, or in the event of any claim, demand, action, or notice is made against the Franchisee regarding the Franchisee's failure or alleged failure to comply with any environmental law, the Franchisee immediately shall notify the City in writing and shall provide the City with copies of any written claims, demands, notices, or actions so made.

5.11 Environmental Remediation. The Franchisee shall undertake such steps to remedy, remove, and/or remediate any hazardous materials or hazardous wastes or any other environmental contamination caused by the Franchisee on or under the Franchised Premises, as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Franchised Premises into compliance with all environmental laws. Such work is to be performed at the Franchisee's sole expense after the Franchisee submits to the City a written plan for completing the work and receives the prior written approval of the City, which approval shall not be unreasonably conditioned, delayed, or denied. The parties mutually agree that Franchisee's liability for Environmental Remediation shall be limited to damages directly caused by Franchisee's use and/or occupancy. Franchisee shall not be responsible for remediation and/or increased remediation costs as a result of the conditions existing on the real property at the time this Franchise is entered into.

5.12 Limitation of Environmental Liability. The terms and provisions of Paragraphs 5.10 and 5.11, above, shall not apply to existing environmental issues or problems on the Premises

that occurred prior to Franchisee occupying, using, and/or improving the Premises or pre-date this Franchise Agreement.

5.13 Temporary Franchise - Not a Permanent Location. Franchisee understands the temporary nature of this Franchise. As such, Franchisee shall take no actions and make no statements that may reasonably be construed as negative or disparaging to the temporary nature of this Franchise. During the term of this Franchise, and expressly continuing thereafter, the Franchisee shall not advocate for the permanent location of the Franchisee on the Premises. This provision shall be deemed as separate and independent from the Franchise in the event there is any default, termination, or expiration of the Franchise, and shall survive such default, termination, or expiration of this Agreement.

ARTICLE VI: INDEMNIFICATION AND INSURANCE

6.01 Indemnification. To the fullest extent permitted by law, Franchisee shall indemnify, save, and hold harmless the City, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, and all losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of Franchisee or its servants, officers, agents, employees, guests, and business invitees, patrons, and customers or otherwise caused or incurred by Franchisee, its servants, officers, agents, employees, guests, and business invitees, patrons, and customers, including, but not limited to, events occurring on the Premises and any use of the adjacent parking lot. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and to save and to hold harmless the City, its elected officials, officers, employees, agents, servants, and volunteers. If, as a result of any incident or occurrence based upon or arising out of any use of the Premises pursuant to this Agreement, the City becomes liable for an amount in excess of the Franchisee's insurance limits, Franchisee expressly covenants and agrees to indemnify and to save and to hold harmless the City, its elected officials, officers, employees, agents, servants, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, and/or injury to persons or property and losses, and all expenses, including but not limited to events occurring on the Premises and use of the adjacent parking lot, including reasonable attorney fees, to the extent permitted by law. This provision shall be deemed as separate and independent from the Franchise in the event there is any default,

termination, or expiration of the Franchise, and shall survive such default, termination, or expiration of this Agreement.

6.02 Insurance. The Franchisee shall procure and maintain at its expense the following insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service. Every insurance coverage requirement herein shall be in full effect at all times during the term of this Agreement. The Franchisee hereby grants to the City a waiver of any right to subrogation which any insurer of the Franchisee may acquire against the City by virtue of the payment of any loss. Franchisee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, and this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. All of Franchisee's policies of insurance shall be primary, and Franchisee agrees that any insurance maintained by the City shall be non-contributing with respect to the Franchisee's insurance. Franchisee shall advise the City of any cancellation, non-renewal, or material change in any policy of insurance within five (5) business days of the Franchisee receiving notification of such action.

A. By requiring Franchisee to maintain insurance with the City named as an additional insured, herein, the City does not agree that such coverage and limits will necessarily be adequate to protect Franchisee and/or the City. The Parties expressly agree that such coverage and limits are not a limitation on Franchisee's liability under the indemnities granted to the City in this Agreement. The Franchisee may use commercial umbrella/excess liability insurance to provide Franchisee with the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Agreement. Any deductibles or self-insured retentions must be declared to and approved in writing by the City. The City may, at the City's sole option, require the Franchisee to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The City reserves the right at any time throughout the term of this Agreement to adjust the aforementioned insurance requirements if, in the City's reasonable judgment, the insurance required by this Agreement is deemed inadequate to properly protect the City's interests. The Parties both expressly agree that the City

reserves the right to modify any portions of the insurance requirements for good cause by providing written notice of the changes to the Franchisee.

B. Any failure of the City at any time to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions, nor shall it in any respect reduce the obligations of the Franchisee to maintain such insurance or to defend and hold the City harmless with respect to any items of injury or damage covered by this Agreement.

C. At the time this Agreement is executed by the Franchisee, the Franchisee shall provide the City's Clerk with a valid Certificate of Insurance with all amendatory endorsements (or copies of the applicable policy language affecting coverage) exhibiting coverage as required by the City's contract terms and conditions. Failure to obtain and provide the required documentation at the time of execution of this Agreement shall not waive the Franchisee's obligation to provide them. The City reserves the right to require complete certified copies of all required insurance policies, including all endorsements required by these specifications, at any time. The Franchisee shall be responsible for ensuring that all sub-Franchisees independently carry insurance appropriate to cover their respective exposure or that all such liabilities are covered under the Franchisee's policies of insurance. The Certificate of Insurance shall be provided on the industry standard form (ACORD 25) or other form acceptable to the City. Certificates of Insurance required hereunder shall be issued to the City of Lake View, Alabama, ATTN: City Clerk, 22757 Central Park Dr., Lake View, AL 35111.

D. The insurance Franchisee is required by this Agreement to carry shall include, at a minimum, the following:

1. Franchisee shall carry:

a. A program of workers' compensation insurance in an amount and of a form that meets all applicable statutory requirements, and that specifically covers all employees who provide services by or on behalf of the Franchisee and all risks to such persons under this Agreement; and

b. Employers' liability insurance in an amount of the greater of the statutory limit or \$500,000.00.

2. Commercial General Liability. Franchisee shall carry Commercial General Liability insurance, on an occurrence form, with limits not less than \$1,000,000 per occurrence, with at least a \$2,000,000 general aggregate. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Products-Completed Operations, Personal Injury, and Advertising Injury Liability (\$1,000,000 limit), Premises-Operations, Independent Contractors and Subcontractors, and Fire Legal Liability (\$100,000 limit). Explosion, Collapse, and Underground Property Damage Liability Coverage shall not be excluded. Where applicable, the Products-Completed Operations coverage shall be provided for a minimum of one (1) year following the expiration, termination, or cancelation of this Agreement. The City shall be named as an additional insured on the Commercial General Liability (including completed operations).

3. Commercial Automobile Liability. Franchisee shall carry automobile liability insurance with limits not less than \$1,000,000 per occurrence for owned, non-owned and hired vehicles. Where applicable, the City shall be named as an additional insured on the commercial automobile liability insurance.

5. Environmental Impairment Liability. Franchisee shall carry Environmental Impairment Liability insurance with limits not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided. The City shall be named as an additional insured on the Environmental Impairment Liability.

E. Franchisee shall provide a Certificate of Insurance and amendatory policy endorsement or copies of the applicable policy language evidencing Franchisee's compliance with the insurance requirements.

ARTICLE VII: EXPIRATION, CANCELLATION, ASSIGNMENT, & TRANSFER

7.01 Termination. This Franchise shall expire at the end of the term or any extension or renewal thereof.

7.02 Cancellation.

A. At any time during the term, this Franchise shall be subject to cancellation by the City in the event Franchisee:

1. Is in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after the City has notified Franchisee in writing that payment was not received when due; or

2. Holds over its tenancy beyond this Franchise and any options expressly identified herein; or

3. Makes any general assignment for the benefit of creditors; or

4. Fails to show for a scheduled time slot; or

5. Abandons the Franchised Premises; or

6. Defaults in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Franchisee, and such default continues for a period of ten (10) days after receipt of written notice from the City to cure such default, unless during such thirty-day period, Franchisee commences and thereafter diligently performs such action as may be reasonably necessary to cure such default; or

7. Is adjudged bankrupt in involuntary bankruptcy proceedings; or

8. Is made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Franchisee where such receivership is not vacated within sixty (60) days after the appointment of such receiver; or

9. Fails to peaceably have and hold the Premises.

B. In any of the aforesaid events, the City may take immediate possession of the Franchised Premises, including any and all improvements thereon, and remove Franchisee's effects, forcibly if necessary, without being deemed guilty of trespassing.

C. Failure of the City to declare this Franchise cancelled upon the default of Franchisee shall not operate to bar or destroy the right of the City to cancel this Franchise by reason of any subsequent default or violation of the terms of this Franchise.

D. No receipt or acceptance of money by the City from Franchisee after the expiration, termination, or cancellation of this Franchise, or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Franchise or affect any such notice, demand, or suit or imply consent for any action for which the City's consent is required, or operate as a waiver of any right of the City to retake and resume possession of the Franchised Premises.

7.03 Repossessing and Re-letting. In the event of default by Franchisee that remains uncured after the required notice has been given pursuant to this Franchise, and for such time as provided herein, the City may at once thereafter, or at any time subsequent during the existence of such breach or default:

A. Enter into and upon the Franchised Premises or any part thereof and repossess the same, expelling therefrom Franchisee and all personal property of Franchisee (which property may be removed and stored at the cost of and for the account of Franchisee), using such force as may be necessary; and

B. Either cancel this Franchise by notice or, without canceling this Franchise, re-let the Franchised Premises or any part thereof upon such terms and conditions as shall appear advisable to the City. If the City shall proceed to re-let the Franchised Premises and the amounts received from re-letting the Franchised Premises during any month or part thereof be less than the rent due and owing from Franchisee during such month or part thereof under the terms of this Franchise, Franchisee shall pay such deficiency to the City immediately upon calculation thereof, providing the City has exercised good faith in the terms and conditions of re-letting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

7.04 Assignment and Transfer. Franchisee shall not assign or transfer this Franchise.

7.05 Subleasing. Franchisee shall not sub-let the Premises.

ARTICLE VIII: GENERAL PROVISIONS

8.01 New Construction/Remodel of Existing Improvement. Franchisee shall not construct any improvements upon the Premises and/or remodel the Premises.

8.02 Return of Land to Pre-Franchise condition. Upon the expiration, termination, or cancelation of this Franchise, the Franchisee shall return the Premises to the City in the same

condition as existed when initially Franchised. The City may require Franchisee to conduct reasonable, commonly accepted testing procedures, at Franchisee's expense, to demonstrate that the Premises have not been degraded during the Franchisee's tenancy. Any remediation, repairs, or other actions required to return the property to its original condition shall be solely at Franchisee's expense. Any improvements or alterations made to the property by Franchisee may be offered to the City, at no cost to the City, rather than be removed by Franchisee. Acceptance by the City may be subject to testing, as stated above, and is at the City's sole option.

8.03 Performance Standards.

A. The Franchised Premises shall not be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions, including but not limited to:

1. Hazardous activities; or
2. Vibration or shock; or
3. Smoke, dust, odor, or other forms of air pollution; or
4. Heat or glare; or
5. Electronic or radio interference; or
6. Illumination; or
7. Other substance, condition, or element in such amount or concentration as to unreasonably affect the surrounding area or adjoining premises.

B. Hazardous Activities: No activity shall be conducted on the Franchised Premises that is, may be, or may become hazardous to public health or safety, that increases the fire insurance rating for adjoining property, or that is illegal.

C. Vibration or Shock: No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty feet (50') of the property line.

D. Noise: Franchisee shall comply with all provisions of the City's laws governing and/or restricting noise.

E. Air Pollution: Except for the operation of motor vehicles to, from, and on the Franchised Premises as incidental to the use thereof, the following requirements shall apply:

1. Any use, other than those associated with normal food preparation and cooking processes, that produces smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant shall be conducted within a completely enclosed building.

2. Any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Ada County Air Quality Board, any local environmental regulatory body, and any successor organizations performing similar functions, as such regulations exist at the date of this Franchise or which may be enacted during the term of this Franchise.

3. The emission of foul odors that are detectable at any point beyond the property line of the Franchised Premises shall not be permitted.

F. Heat or Glare: Any operation or use producing intense glare or heat shall be performed within an enclosed screened area in such manner that the glare or heat emitted will not be discernable from the property line.

G. Refuse and Trash: The storage, collection, and removal of all trash, garbage, and other refuse shall be as set forth in Paragraph 5.07, above.

8.04 Non-discrimination Covenant. Franchisee, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration, does hereby covenant and agree as follows:

A. That no person, on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.

B. That, in the event of breach of the above non-discrimination covenant by Franchisee, the City shall have the right to terminate this Franchise and re-enter and repossess said land and the facilities thereon.

8.05 Time is of the Essence. Time is and shall be deemed of the essence with respect to the performance of each term, condition, and provision of this Franchise.

8.06 Notices. All notices pursuant to this Franchise shall be given by Certified Mail or Registered Mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

THE CITY:

With a Copy To:

City of Lake View, AL
ATTN: Mayor
22757 Central Park Dr.
Lake View, AL 35111

Benjamin S. Goldman
Hand Arendall Harrison Sale LLC
1801 5th Ave. N, Suite 400
Birmingham, AL 35203

FRANCHISEE:

Franchisee's Name
ATTN: Franchisee's Representative
Franchisee's Address
Franchisee's Address

With a Copy To:

Notice shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. A Party may change the address to which notices shall be given by sending written notice to all other parties in the manner set forth in this paragraph.

8.07 Attorney's Fees. If the City brings any action or proceedings to enforce, protect, or establish any right or remedy under the terms and conditions of this Franchise, the City shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

8.08 Agreement Made in Alabama. The laws of the state of Alabama shall govern the validity, interpretation, performance, and enforcement of this Franchise. Venue shall be in the Circuit Court of Tuscaloosa County, Alabama.

8.09 Cumulative Rights and Remedies. All rights and remedies of the City enumerated herein or allowed by law shall be cumulative, and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by the City of any remedy enumerated herein or allowed by law shall not be to the exclusion of any other remedy.

8.10 Interpretation. Words of gender used in this Franchise shall be held and construed to include any other gender, and words in the singular shall be held to include the plural (and vice versa), unless the context indicates or requires otherwise.

8.11 Agreement Made in Writing. This Franchise contains all of the agreements and conditions made between the Parties and may not be modified orally or in any manner other than by agreement in writing signed by both Parties or their respective successors in interest.

8.12 Paragraph Headings. The captions of the various articles, paragraphs, and sections of this Franchise are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, context, or intent of this Franchise or any part or parts of this Franchise.

8.13 Severability. If any provision of this Franchise is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Franchise shall not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, the Parties specifically and expressly intend that a provision as similar to such provision that was deemed illegal, invalid, or unenforceable as possible, legal, valid, and enforceable shall be added as part of this Franchise.

8.14 Successors and Assigns. All of the terms, provisions, covenants, and conditions of this Franchise shall inure to the benefit of, and be binding upon, the City and Franchisee and their respective successors, assigns, legal representatives, heirs, executors, and administrators.

8.15 Taxes and Other Charges. The Franchisee shall pay all taxes, and governmental charges of any kind whatsoever that may be lawfully assessed against the Franchisee or the City with respect to the Franchised Premises during this Franchise. The Franchisee, in good faith, may contest any tax or governmental charge; provided that the Franchisee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless in the opinion of counsel satisfactory to the City such action will not adversely affect any right or interest of the City.

8.16 Authorization to Enter into Franchise. If Franchisee signs this Franchise as a corporation, each of the persons executing this Franchise on behalf of Franchisee warrants to the City that Franchisee is a duly authorized and existing corporation, that Franchisee is qualified to do business in the state of Alabama, that Franchisee has full right and authority to enter into this Franchise, and that each and every person signing on behalf of Franchisee is authorized to do so. Upon The City's request, Franchisee will provide evidence satisfactory to the City confirming these representations.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the dates handwritten below.

[SIGNATURES FOLLOW ON NEXT PAGE]

For the City of Lake View, Alabama:

Dated this ____ day of _____, ____.

Mayor

ATTEST:

Dated this ____ day of _____, ____.

City Clerk

For Franchisee, Franchisee's Name:

Dated this ____ day of _____, ____.

Franchisee's Agent's Name

Its: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Franchisee's Agent's Name, whose name as _____ of Franchisee's Name, entity type, is signed to the foregoing Franchise Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and official seal this _____ day of _____, _____.

Notary Public
My commission expires: _____

EXHIBIT “A”

Food Truck Location Map

Food Truck Locations

 Food Truck Location

