

**DRAFT-Calle Guanajuato Lithia Artisans Market Commercial Use Space
License Agreement**

This **ARTISAN LICENSE** (also referred to herein as "License") is made and entered into this ____ day of _____ **2022**, by and between the **City of Ashland**, a municipal corporation of the State of Oregon, by and through the **Ashland Parks and Recreation Commission**, (hereinafter collectively referred to as "City"), and **Lithia Artisans Market of Ashland** (hereinafter referred to as "Licensee" or "Market").

- 1) **SCOPE OF LICENSE:** Licensee has license to operate and maintain an outdoor marketplace within the described License Area portrayed in Exhibit A.
 - a) This License gives no estate or interest in the License Area, is revocable and not assignable.
 - b) This license does not otherwise waive, modify or grant compliance with federal, state, or local laws applicable to the Licensee or its business.
 - c) City retains all rights to use and maintain the License Area for the purposes for which it holds the property without unreasonably interfering with the license granted to Licensee.
- 2) **TERM / EFFECTIVENESS:** The term of this License shall commence upon approval and execution by both City and Licensee and shall terminate on **December 31, 2022**, unless terminated early as provided for herein.
- 3) **DURATION / MINIMUM INTERVAL OF USE:** The duration and scope of the revocable License granted herein is for one season, beginning **March 12, 2022** and ending **December 31, 2022**.
 - a) Licensee is permitted to prepare, operate, and shall terminate License Area for outdoor marketplace operation between the period beginning Saturday **March 12, 2022** at 10 A.M. and ending Sunday **December 31, 2022** at 5:00 P.M. The Market can only operate on Saturdays from 10am-6pm and Sundays from 10am-5pm. The Market can operate on the 4th of July Holiday, regardless of which day of the week it falls upon.
- 4) **PAYMENT OF LICENSE FEES AND REIMBURSABLE EXPENSES:**
 - a) Licensee shall pay a license fee based upon the square footage of the License Area. The square footage awarded shall be determined each year by written order of the Parks Director and shall be set forth precisely in Exhibit A.
 - i) The fee shall be ___ per square foot for the Lithia Artisans Market, for **2022**.
 - ii) Any payments for fees, taxes or assessments required or in arrears or disputed must be made by Licensee before any new license will be authorized for the Licensee.
 - b) The Licensee will reimburse City for all actual utility and service costs the City provides, including electric power, water, sewer, garbage and cleaning services as applicable.
- 5) **USE OF PREMISES AND OPERATION LIMITS:**

- a) Licensee will operate the Market independently of the established Plaza Merchant businesses.
 - i) Licensee will assure that all Market vendors and their agents limit their merchandise sales to handcrafted and personally created items.
 - ii) Licensees will further assure that all Market vendors, their agents, and/or their guests and customers do not act, in any manner, to:
 - (1) Damage, conflict or interfere with Plaza Merchant businesses, including operations during permitted access and normal business functions.
 - (2) Sell mass produced items by virtue of this License.
 - (3) Serve any type of prepared or packaged food or edible and/or beverage within the License Area.
 - b) **Compliance with Law.** Licensee must comply with all federal, state and local laws, rules, and regulations applicable to them.
 - i) Licensee is responsible for obtaining a business license in accordance with AMC Chapter 6.04. If Licensee does not pay for a license, for any reason whatsoever, then each vendor shall be required to obtain an individual business license. See, AMC 6.04.085.
 - ii) Any permit, license or other authorization granted by the City, shall not in any way be interpreted as a waiver, modification, grant, or affirmation of any other City, state, county or federal agency permits or authorizations or permission to violate any City, state, county or federal law or regulation.
- 6) Failure to comply with any provision of this section is grounds for immediately revoking Licensee's license. City reserves the right to seek penalties for Licensee's or vendors' violations of law, including enforcement of its own Ashland Municipal Code.
- a) **Maintenance and Safety.** Licensee must maintain all the grounds, improvements, facilities, assets equipment and fixtures contained within the License Area in good repair and in safe, sanitary, clean, and attractive condition that is approved acceptable by City, such approval not to be unreasonably withheld.
 - b) **Temporary Structures.** Except for placement of temporary structures authorized below, this License does not authorize or permit physical improvements or alterations to City property or installation of structures or fixtures within the License Area without the express written authorization of the City Parks Director and the Community Development Director.
 - c) Licensee may allow each Market vendor to construct a temporary structure in accordance with size and safety specifications as found in the Calle Guanajuato Vendor Information Handbook.
 - i) All booths shall be kept neat with tables covered and boxes out of sight.
 - ii) Licensee must pack out all garbage and keep the License Area in a clean and neat order during the Market hours of operation

- (1) Refuse will be collected as soon as possible consistent with normal operations of the sanitary service, and each day within two (2) hours after Licensee's close of business.
 - (2) Licensee must not use trash receptacles which belong to or are paid for by Plaza business establishments.
 - iii) Licensee will promptly remove and/or correct any structure, fixture, or condition in violation of this License upon the reasonable request by City.
- 7) **FIRE AND LIFE SAFETY.** Licensee shall comply with any and all fire and life safety guidelines, recommendations and requirements issued by the City of Ashland Fire Marshal, including, but not limited to:
 - a) Maintain all required fire and emergency access areas;
 - b) Ensure that permitted equipment does not encroach upon or obstruct public walkways or open space areas while maintaining a clear eight (8) foot pathway for emergency vehicles as approved by the City of Ashland Fire Marshal;
 - c) Maintain a clear, unobstructed space around any fire hydrant as required for fire safety;
 - d) Have available and maintain such fire extinguishers as determined by the Fire Marshal;
 - e) Smoking is not permitted on the License Area under any circumstances, and Licensee must so advise its patrons; and
 - f) No use any bottled gas, electrical devices, or hazardous materials or hazardous substances without prior approval by the Ashland Parks Director. [For purposes of this License "Hazardous Substance" or "Hazardous Material" means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any local, state or federal environmental law.]
 - g) Maintain a 24" buffer zone between the building edge and the License Area when adjacent building has outdoor seating.
- 8) **VEHICULAR ACCESS.** Unless otherwise provided herein, Licensee must strictly comply with limitations in AMC 10.68.400 on vehicular access to the Calle Guanajuato.
 - a) City, at its sole discretion, may issue revocable access permits to Licensee according to limited purposes and for limited times to facilitate set up, take down, and removal of structures, equipment, supplies, waste, and other materials authorized by this License.
 - b) Vehicles must exclusively ingress and egress from Winburn Way, and will not enter or exit from the north (Plaza) end of Calle Guanajuato; nor will they extend beyond the area designated for the License.
 - c) At no time may the Licensee interfere with the eight (8) foot clear path required for emergency vehicles.
 - d) The Licensee must ensure that appropriate pedestrian safety precautions are maintained while vehicles using the access permits are in the vicinity.
 - e) Licensee must procure and maintain insurance in accordance with the requirements of Exhibit C in full force and effect throughout the term of this License.

- 9) **INSURANCE:** Licensee must, at its sole cost and obligation, procure and maintain insurance in accordance with the requirements of Exhibit C in full force and effect throughout the term of this License. Licensee must provide the City with copies of said insurance certificates and shall name the City of Ashland as an additional insured.
- 10) **INDEMNITY AND HOLD HARMLESS:** Licensee will defend, indemnify and hold City and/or Parks Commission, their officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to this License or the activities that take place on licensed property. Licensee waives the right of subrogation regarding the insurance policy as described in the Insurance Section in this License. Licensee will not be held responsible for damages caused by negligence of City and/or the Parks Commission.
- a) The obligation to indemnify is expressly understood to survive termination of this License for any reason, and includes reasonable attorneys' fees, including attorneys' fees on appeal, and investigation costs and all other reasonable costs, expenses and liabilities incurred by City or its attorney from the first notice that any claim or demand is to be made or may be made.
- 11) **TERMINATION:** Notwithstanding any other provision herein, the City may terminate this License, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to reasonably be in the public interest. The City will provide the Licensee seven (7) days prior written notice of a termination for public convenience.
- a) Licensee's recourse to contest termination of the license by City is provided in AMC 2.30, Uniform Administrative Appeals Process.
- b) Notwithstanding any other provision herein, City may order vacation of the License Area or immediately remove the Licensee or any other person who may be occupying the License Area without resort to a Court Order sanctioning such action.
- c) Upon failure to vacate, City is expressly authorized to remove all Licensee property from the License Area at the Licensee's expense.
- i) City will reasonably safeguard and maintain the property of the Licensee for at least 30 days and shall leave it reasonably available for Licensee to take possession. City may dispose of any property that remains unclaimed after 30 days. The City may use reasonable discretion to immediately dispose of non-durable or solid waste, including but not limited to food and other putrescible waste.
- 12) **SURRENDER:** Upon the expiration of the original term or terms, as extended by the parties, Licensee shall surrender to the City the License Area in as good or better condition and order as it was originally received, except for reasonable and typical wear and tear.
- 13) **DISPUTE RESOLUTION AND ATTORNEY FEES:** The preferred method of resolving disputes between the parties under this License shall be first by mediation. Mediation shall be conducted by a mediator chosen by mutual agreement of the parties; if there is no agreement, the mediator shall be appointed by an elected Jackson County Municipal Court Judge or Judge pro tem.

- a) Except for costs associated with building a case, for attorney fees, and for expert witnesses, any mutually incurred cost of mediation services shall be shared equally between the two parties.
- b) In any administrative appeal or litigation between the parties arising out of this License, the prevailing party shall recover its reasonable attorneys fees incurred at trial and upon appeal. "Attorneys fees" shall include the reasonable value of the services of in-house counsel.

14) MISCELLANEOUS PROVISIONS.

- a) **Notice.** Any notice affecting the rights of the parties under this License shall be delivered in writing either in person or to the following parties by first class mail:

- (a) City: Director, Michael A. Black
Ashland Parks and Recreation Commission
340 South Pioneer Street
Ashland, Oregon 97520
(Telephone 541-488-5340; FAX: 541-488-5314)

- (b) Copy to: City Manager, Joe Lessard
City of Ashland
20 East Main Street
Ashland, Oregon 97520
(Telephone: 541-552-2100; Fax: 541-488-5311)

- (c) Licensee: Lithia Artisans Market of Ashland
Attn:
Address:
Phone Number:

- b) **Governing Law.** This License, and all matters relating to this License, shall be governed by the laws of the State of Oregon in force at the time any need for interpretation of this License or any decision or holding concerning this License arises. The parties to this License do not intend to confer on any third party any rights under this License.
- c) **Severability.** If any provision of this License is held by a court of competent jurisdiction to be either, invalid, void, or unenforceable, the remaining provisions of this License shall remain in full force and effect.
- d) **Merger.** THIS LICENSE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR EXPRESS AND/OR IMPLIED STATEMENTS, NEGOTIATIONS AND/OR AGREEMENTS BETWEEN THE PARTIES, EITHER ORAL OR WRITTEN, AND MAY NOT BE AMENDED, CHANGED OR MODIFIED IN ANY WAY, EXCEPT BY WRITTEN AGREEMENT SIGNED BY ALL PARTIES HERETO.

DATED this _____ day of _____, 2022

Licensee:

**Licensors/City of Ashland,
Oregon APRC**

*Printed Name:*_____

Michael A. Black, Director
Ashland Parks and Recreation

Date:_____

Date:_____

Joe Lessard, City Manager

Approved as to form:

Katrina Brown, City Attorney

Exhibit A- License Area

A simple site plan must be submitted with the application.

Exhibit B
Proposal Documents

Ashland Parks & Recreation Commission

**REQUEST FOR COMMERCIAL USE
SPACE
ON CALLE GUANAJUATO**

NAME OF APPLICANT _____ WK PHONE _____

MESSAGE PHONE _____ EMAIL ADDRESS _____

NAME OF AUTHORIZED REPRESENTATIVE _____

WHAT IS THE BEST WAY TO CONTACT YOU? **(Circle one)* email/phone

MAILING ADDRESS _____ CITY _____ STATE _____

ZIP CODE: _____

PLEASE ATTACH A SIMPLE SITE PLAN SHOWING HOW RESTAURANT
EQUIPMENT AND/OR CONCESSION STANDS WILL BE LOCATED WITHIN THE
BOUNDARY OF THE SITE LOCATION.

ARE YOU REQUESTING A NEW SPACE THAT IS NOT CURRENTLY A SEATING AREA?

***(Circle One)* YES NO**

WILL ALCOHOLIC BEVERAGES BE SERVED? ***(Circle One)* YES NO**

IS THIS A SHARED SPACE APPLICATION? ***(Circle One)* YES NO**

IF YES, WITH WHOM? _____

*

This section to be filled out by APRC Staff

Total Square Footage x \$ _____ = _____ Date Paid _____

The following items must be obtained before permit can be issued:

- Copy of current Business License
- Copy of OLCC License for outdoor seating
- Copy of Insurance Certificate naming City of Ashland as an additional insured.
- Two copies of the signed Commercial Use Contract

Exhibit C Insurance Requirements

The Licensee, at its sole cost and expense, commencing on the effective date of this License, shall procure and maintain insurance acceptable to the City in full force and effect throughout the term of this License. It is agreed that any insurance maintained by City shall apply in excess of, and not contribute with, insurance provided by Licensee. Licensee's Insurance shall be primary and non-contributory and have a cross-liability clause. During the term of this contract, Licensee shall maintain in full force, all the insurance coverage noted below with the City named as additionally insured:

1. **Comprehensive General Liability** insurance, with a general aggregate limit of not less than \$2,000,000 and \$2,000,000 per occurrence. Each policy shall contain a blanket contractual liability endorsement to cover the Licensee's indemnification and other obligations under this License as well as owners' and contractors' protective insurance, products and completed operations coverage, fire damage, personal and advertising injury coverage. It shall also include, if appropriate for the contract, coverage for License Area operations, explosion and collapse hazard, underground hazard, products, completed operations, contractual insurance, and independent contractors.
2. **Comprehensive Automobile Liability** insurance, with a general aggregate limit of not less than \$1 million and \$1 million per occurrence, including coverage for owned, hired or non-owned vehicles.
3. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Licensee or its insurer(s) to the City.
4. **Certificates of insurance.** As evidence of the insurance coverage's required by this contract, the Licensee shall furnish acceptable insurance certificates to City at the time Licensee returns signed contracts. For general liability insurance and automobile liability insurance the certificate will provide that the City, Parks Commission, its officers, employees and agents are Additional Insureds. The certificate will include the 30-day cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Licensee shall be financially responsible for all pertinent deductibles, self-insured retention's, and/or self-insurance. **Certificates of Insurance shall be forwarded to Ashland Parks & Recreation: The Grove, 1195 E Main St., Ashland OR 97520.**
5. **Workers Compensation** insurance in compliance with Oregon Statutes, [ORS 656.017] which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of Licensees with one or more employees, unless exempt under ORS 656.027).) Only if Licensee does not employ workers subject to ORS Chapter 656, Licensee shall sign the following affidavit:

EXEMPTION AFFIDAVIT

Licensee declares, under penalty of perjury and false swearing, that Licensee does not currently employ, and will not employ any individuals for work under this contract during the term this License is in force.

Licensee Signature

Date

Exhibit D

Ashland Parks and Recreation Commission



COMMISSION POLICY

TITLE CALLE GUANAJUATO CONDITIONAL COMMERCIAL USE POLICY	PAGE 1 of 17	POLICY No. 101
EFFECTIVE DATE	REVISED DATE	12/19/16

APPROVED BY COMMISSIONER ACTION

December 19, 2016; Agenda Item: VI.(a.) Calle Guanajuato Amended Policy Approval

The Charter of the City of Ashland, **Article XIX – “Park Commission,”** gives the Ashland Parks and Recreation Commissioners the *“power to formulate and adopt rules and regulations for their government.”* This authority allows Commissioners to adopt rules and policies through a public process in order to provide organization, aide in decision making and to provide consistent regulation for park and facility uses in order to achieve the goals of the Ashland Parks and Recreation Commission (“APRC”) and protect people, the environment and assets and to ensure fair and equal use of parks by all users.

PURPOSE

The Calle Guanajuato is an asset of the APRC that provides, among other public benefits, space for restaurant seating and concessions adjacent to Ashland Creek and within proximity to local restaurants, Ashland Shakespeare Festival, Downtown Ashland and Lithia Park. Permitted commercial activity on the Calle Guanajuato shall be limited to the uses specifically designated in this policy.

Permits may only be issued for concessions by the Lithia Artisans Market and for adjacent restaurants. Permitted sites on the Calle Guanajuato are restricted by the physical limitation of

the space, and the potential that the demand for space may be greater than the space available. The APRC has created the Calle Guanajuato Commercial Use Policy (the “*Policy*”) to regulate the allocation of physical space to qualifying permittees, as described herein. Permits may be awarded on an annual basis as described herein.

CALLE GUANAJUATO SEATING POLICY OBJECTIVES

The purpose of the Policy is to assist the APRC in the pursuit of the following equally-important objectives:

- I. To provide a process for the review and approval of applications for concessionaires of the Lithia Artisans Market and restaurateurs of adjacent businesses;
- II. To ensure that adequate access is achieved through the Calle Guanajuato for pedestrians and emergency vehicles;
- III. To attempt to achieve cost recovery for APRC; and,
- IV. Maintain an appealing extension of Lithia Park into downtown

GENERAL PROVISIONS

Application Process

- I. Any Calle Restaurant desiring a designated site on the Calle Guanajuato must file annually a non-refundable application with APRC staff prior to the stated deadline.
- II. The application process and criteria for submittal shall be as follows:
 - a. Prior to the beginning of the application review process, each applicant seeking a designated site on the Calle must file an application with APRC staff. The application must be submitted prior to the 2nd Friday of January of each calendar year, stating the intent of the applicant to:
 - i. Seek a permit for the same designated site as the previous year; and/or,
 - ii. Seek a permit for a designated site location that differs from the applicant’s site for the previous year.
- III. The application material shall include the following:
 - a. A clear identification of the requested designated site as delineated in the

official boundary map;

- b. A simple site plan showing how restaurant equipment and/or concession stands will be organized within the boundary of the designated site;
- c. A statement detailing how each of the specific approval criteria of the Policy will be met; and,
- d. An application fee as adopted in the “Fees and Charges Schedule” of APRC.

IV. Application review requirements:

- a. Absent a timely-submitted application, APRC will not hold a previously permitted site and seniority shall be forfeited for that site.
- b. Notwithstanding the Cancellation section of this ordinance, no late applications will be accepted.
- c. Incomplete applications, or those that do not substantially meet the criteria, will be returned to the applicant without processing.
- d. Permit approvals for each season will be issued no later than February 28th of each year.
- e. The official boundary map of the Calle Guanajuato will delineate the designated site for all concession and restaurant space.
- f. A permit for a restaurant or concession shall be nontransferable between restaurateurs and shall be valid exclusively for one season in a single calendar year.
- g. No qualifying Calle Restaurant may hold or be issued more than one permit.

CONDITIONAL USE REVIEW CRITERIA

In considering applications, staff shall review the applicant’s compliance with applicable City ordinances and regulations as well as the following criteria:

- I. Restaurant proximity shall constitute a major determining factor for a designated site on the Calle Guanajuato. Applicants that meet the adjacency standard for a designated site shall have preference during review over those who do not.
- II. When two or more applicants make requests for the same site or overlapping designated sites, restaurant seniority, as defined in the definitions of this policy, shall take precedence in determining which applicant receives priority consideration.

- III. Designated sites shall be used for their permitted use only (either restaurant or concession space). In the event that a site designated for restaurant use remains unused after permit issuance, the site may be made available to the Lithia Artisans Market.
- IV. The applicant must be in good standing with APRC and the City, with no active enforcement actions.
- V. The applicant must demonstrate through a simple site plan that they have the ability to carry out the requested operations without violating the public walkway or open space through the Calle Guanajuato.
- VI. **Accessory Regulations:**
 - a. **FIRE AND LIFE SAFETY.** Concessionaire shall comply with any and all fire and life safety guidelines, recommendations and requirements issued by the City of Ashland Fire Marshal, including, but not limited to the following:
 - i. Maintain all required fire and emergency access areas;
 - ii. Ensure that permitted restaurant equipment does not encroach upon or obstruct public walkways or open space areas while maintaining a clear eight (8) foot pathway for emergency vehicles as approved by the City of Ashland Fire Marshal;
 - iii. Maintain a clear, unobstructed space around any fire hydrant as required for fire safety;
 - iv. Have available and maintain such fire extinguishers as determined by the Fire Marshal;
 - v. Strict adherence to the APRC prohibition on smoking. Smoking is not permitted on the Calle Guanajuato under any circumstances; and
 - vi. No use of any bottled gas, electrical devices, or hazardous materials or hazardous substances without prior approval by the Ashland Fire Marshal. [For purposes of this License “Hazardous Substance” or “Hazardous Material” means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any local, state or federal environmental law.]

PERMIT/CONTRACT AWARD PROCESS

- I. A permittee who meets all of the approval criteria for a conditional commercial use permit will be required to enter into a contract with APRC for the use of the permitted site and will be required to provide the information required for the execution of the

contract, as provided by APRC staff:

- II. Contract will be awarded by the Commissioners by the 28th of February each year.

RESTAURANT AND CONCESSION FEE SCHEDULE

- I. The Commissioners shall review and may adjust the seasonal square foot rental rate on the Calle prior to February 28th each year.
- II. Payment for approved permits must be made in full by the second Friday of May each season, unless otherwise stated by the Commissioners during fee schedule and operating season review.
 - a. If fees are not received as described above, the permit shall be revoked.

OPERATING SEASON

Due to various considerations, the season of operation for the Calle Guanajuato may vary from year to year. If the Commissioners do not approve a particular period of operation prior to February 28th, the default season of operation shall be from Memorial Day to Labor Day.

RESTAURANT CANCELLATION/REVOCATION.

- I. A permit issued for restaurant use may be canceled at the request of the restaurant owner. In such a case, if the season has not begun, the site permit fee will be refunded if already paid. If the season has already begun, the fee will be pro-rated for the time used.
- II. Should a restaurant abandon, or cancel, a permitted site, the site shall become available immediately, and a time frame for new applications will be delineated by APRC staff. The designated site shall then be awarded consistent with the criteria of the process under Application Review contained in the Policy.
- III. APRC reserves the right to revoke any restaurant's permit for a designated site at any time if that individual restaurant does not conform to applicable law, including but not limited to the rules and regulations established by the Ashland Parks and Recreation Commission, the City of Ashland, Jackson County Health Department and the Oregon Liquor Control Commission.
 - a. If an application is revoked prior to the start of the season, permit fees shall be refunded.

SITE SHARING

- I. Restaurant applicants who receive a permit for a designated site have the ability to share their space with another restaurant that meets the criteria of this policy.
- II. A restaurateur who shares space may do so without forfeiting seniority.
- III. Site location sharing may take place at any point during the year; however, only one applicant may hold a permit for a particular designated site and that applicant shall be sole beneficiary of any seniority for the season.
- IV. Applicants must note on their applications if they are planning to share the site with another restaurateur.
 - a. Applicant or permittee shall not sub-lease a designated site without APRC staff approval.

DEFINITIONS

- I. **Adjacency:** is contiguous ground floor access onto the Calle Guanajuato from a Calle restaurant with direct access to the Calle Guanajuato.
- II. **Applicant:** a person or entity seeking license from APRC for a concession or restaurant permit.
- III. **Boundary Map:** is the most current map that delineates areas for both restaurant seating and concession operations.
- IV. **Business License:** a certificate issued by the city authorizing the holder to conduct specified business activity within the City of Ashland.
- V. **Calle Guanajuato:** the improved surface area directly behind the plaza businesses and adjacent to Ashland Creek being bounded by the flood wall on the west side, the back of the Calle businesses to the east, Winburn Way to the south and North Main Street to the north.
- VI. **Calle Restaurant:** a restaurant business operated all, or in part, out of a building abutting the Calle Guanajuato.
- VII. **Concession:** any licensed retail sales operation on the Calle Guanajuato conducting sales using a temporary table, stand, cart, or similar equipment.
- VIII. **Concessionaire:** a licensed retail operation on the Calle Guanajuato.
- IX. **Employee:** all persons, including proprietors, working on the premises of a Calle business.
- X. **Owner of Record:** the person, or entity, in which legal or equitable title rests for private properties directly adjacent to the Calle Guanajuato.
- XI. **Public Walkway:** the 8 foot meandering brick walkway through the Calle Guanajuato.
- XII. **Restaurant Equipment:** includes but is not limited to any materials, merchandise, tools, carts, tables, chairs, podiums, or other items owned by, in possession of or associated with a restaurant.
- XIII. **Restaurant:** a commercial establishment where food and beverages are prepared, served, and consumed primarily within a principal building which abuts the Calle Guanajuato.
- XIV. **Restaurateur:** a licensed restaurant operation on the Calle

Guanajuato.

- XV. **Season:** is the term of use for concession and restaurant operation at the Calle Guanajuato each year. Exact operating dates for each season will be approved annually during the review period of permits.
- XVI. **Restaurant Seniority:** shall be established for application review when a restaurateur has been granted a permit to a specific designated site for the calendar year immediately before the current calendar year. Seniority shall be forfeited when occupancy of the site has been abandoned by the applicant for any reason for at least one complete season or any part thereof.
- XVII. **Designated Site:** is the useable space or area on Calle Guanajuato which has been allocated for individual concession or restaurant use by the Ashland Parks and Recreation Commission.

Approved: _____ Date:
Mike Gardiner, APRC Chair

Approved, as to form: _____ Date:
Dave Lohman, City Attorney
