

8th STREET SIDEWALK TENANT AGREEMENT

This Tenant Agreement (“Agreement”) is entered into this _____ day of _____, 2006, between the Urban Renewal Agency of Boise City, a\k\a the Capital City Development Corporation (“Licensor”), an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho (Chapter 20, Title 50, Idaho Code), and _____ (“Tenant”).

RECITALS

A. Licensor is the licensor with respect to that certain 8th Street Sidewalk License Agreement entered into between Licensor and _____ (“Licensee”) on _____, _____, a copy of which is attached hereto as Exhibit A (the “License Agreement”). Unless otherwise defined herein, all terms used in the License Agreement shall apply herein.

B. Tenant is a tenant of the Building and desires to use the Sidewalk Space for commercial purposes.

C. Pursuant to the License Agreement, Licensee is precluded from allowing Tenant to use the Sidewalk Space unless Tenant executes this Tenant Agreement.

For consideration, the parties agree as follows:

AGREEMENT

1. The Recitals above are made a part of this Agreement.
2. Tenant expressly acknowledges that its use of the Sidewalk Space is subject to the terms, conditions, and limitations of the License Agreement and that failure to observe the terms, conditions, and limitations of the License Agreement may result in the termination of the License Agreement and, subsequently, Tenant’s ability to use the Sidewalk Space. In particular, and without limitation, Tenant expressly agrees to comply with the Standards for Use of 8th Street Sidewalk Areas, and any amendments thereto, a copy of which is attached to the License Agreement as Exhibit B.
3. Tenant expressly acknowledges and agrees that Licensor shall have the right to contact Tenant directly for the enforcement of any of the terms, conditions, or limitations of the License Agreement to the extent that Tenant has the authority to control such terms, conditions, and/or limitations.
4. As consideration for use of the Sidewalk Space, Tenant agrees to pay to Licensor an annual Fifty Dollar (\$50.00) processing fee.

5. Tenant expressly acknowledges and agrees that the notice requirements set forth in the License Agreement apply only to the parties to that agreement and that in no event shall Licensor be required to provide Tenant with any written notice of any kind. In the event the License Agreement is terminated and the License revoked, Tenant shall be required to vacate the Sidewalk Space within the time provided in the License Agreement and hereby waives any defense against Licensor for lack of notice. Tenant's failure to vacate the Sidewalk Space as set forth above shall result in liquidated damages of Twenty-five Dollars (\$25.00) per day until Tenant vacates the Sidewalk Space.

6. Time is of the essence of the provisions hereof.

7. Should any of the parties to this Agreement be required to retain legal counsel to enforce any of the terms and/or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

8. This Agreement shall be binding upon and inure to the benefit of the personal representatives, executors, heirs, and assigns of the respective parties hereto.

9. It is the intention of the parties that this Agreement, the performance hereunder, and all suits and special proceedings hereunder shall be construed in accordance with, under, and pursuant to the laws of the State of Idaho.

10. Headings are provided for the convenience of the parties and shall not be utilized by any court in construing the meaning of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Licensor: URBAN RENEWAL AGENCY OF BOISE CITY,
a\k\ a CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
_____, Executive Director

Tenant: * _____

By: _____
*, Its *Managing Member

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2006, before me, a notary public in and for said county and state, personally appeared _____, known or identified to me to be the Executive Director of CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2006, before me, a notary public in and for said county and state, personally appeared _____ (the Tenant herein), known or identified to me to be the *Managing Member of _____, the *limited liability corporation that executed the instrument or the person who executed the instrument on behalf of said *limited liability corporation, and acknowledge to me that such *limited liability corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: _____

Exhibit A
License Agreement