



Dear Shifra,

This Agreement serves to memorialize the understanding between Off the Grid Services SF, LLC (“Off the Grid” or “OtG”) and the Temescal Telegraph Business Improvement District (“TTBID”) (each a “Party” and together the “Parties”) as it relates to the Parties’ agreement to stage mobile food events on City of Oakland Property in Temescal. The Parties agree to collaborate to ensure that the events are mutually beneficial. OtG looks forward to building a lasting and fruitful relationship with the TTBID.

Relationship of The Parties

TTBID and OtG are not employees or agents of each other. By entering into this agreement, the parties are not creating a legal partnership, joint venture or grant of a franchise. Except as otherwise expressly set forth herein, neither party shall have the right to bind the other to a third party.

Description of Event Series

The parties will cooperate to stage a series of weekly mobile food events to be called “Off the Grid: Temescal” commencing on the later to occur of August 4, 2016 or the date six weeks after approval of necessary permits (“Start Date”). (OtG will put forth its best effort to launch the event as soon as possible after the permits are granted) The event will continue for 5 months from the Start Date with the mutual option to continue month to month. The events will be held on the TTBID Event Space depicted in the attached Layout, which is incorporated by reference into this Agreement.

Agreement Terms

The following conditions set forth the terms of the parties’ agreement, including the applicable termination policy and the conditions that constitute the terms that govern in the event of a contractual breach.

1. Term of Agreement

- a. The term of this Agreement will begin on the date of the last signature below will continue for 5 months following the Start Date unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, this Agreement may be terminated by either party upon at least (30) notice. After the date 5 months after the Start Date, this agreement it will automatically renew on a month-to-month basis unless one of the parties has provided the required 30-day cancellation notice.

2. Event Service Days and Hours:

- a. Off the Grid: Temescal shall operate every Thursday for dinner during all seasons during the following hours:
 - i. Holiday Closures- This market shall close Saturday, December 24, 2016 through Sunday, January 1, 2017.
 - ii. Phase 1 - Commencing the Start Date and continuing through October, the event will run 5pm-9pm.
Phase 2 - In September launch Temescal Street Flicks Movie Series.
Phase 3 - In November hours adjust for the winter to 5pm-8pm
- b. Setup will begin 2 hours before the start of the event and breakdown and cleanup will conclude 2 hours after the end of the event. There will be no change to the weekly frequency during the term of the Agreement, except for "Holiday Closures" noted above.
- c. The Parties agree the event will occur every week during the 5-month period with the exception of the Holiday Closures discussed above, to preserve consistency for OtG's customers and vendors. Each Party understands that unscheduled closures of the Event will impose a significant burden on the other Party and on OtG Vendors and threaten the viability of the Event as a whole.

3. Access to Event Site and Staging:

- a. OtG (with approval from the City of Oakland) shall have access to the agreed-upon location beginning 2 hours prior to the official weekly OtG market opening time, up to and until 2 hours after its official closing time, for setup and breakdown.
- b. OtG will provide and setup chairs and outdoor lighting each week.
- c. OtG will provide and pay for music equipment and programming each week.
- d. OtG will provide at least two staff members for cleanup at the conclusion of each weekly OtG market, and will be responsible for ensuring all garbage, recyclables and compostables generated at each weekly OtG market is removed.
- e. TT BID will put forth it's best effort to assist in finding/securing a bathroom within 200ft for vendor use.
- f. "Merchant of the Market" Concept: OtG looks to introduce a new program called the "Merchant of the Market". The program will include OtG Vendor logistic managers reaching out to individual restaurant owners on Telegraph who are in the TT BID. The idea is to create a rotation of restaurants to be able to participate in the market each Thursday. OtG will provide a tent and banner promoting the concept. In addition OtG will hold the vendor participating in the "Merchant of the Market" program to the same expectations, requirements and conditions as all vendors who operate in our spaces.

- g. “Merchant of the Market” parameters - OtG will make best efforts in conducting outreach to local restaurants to create the “Merchant of the Market” concept.
 - i. If OtG is successful in finding 3 vendors who will commit to each week during the duration of the pilot program, then we will have local vendors in the space each week.
 - ii. If OtG is successful in finding 4-6 vendors who will commit to a bi-weekly rotation, then we will have 2-3 vendors in the space each week rotating.
 - iii. If OtG has limited buy-in from local restaurants, then we will run the “Merchant of the Market”, one rotating restaurant each week.
 - iv. The “Merchant of the Market” is contingent on OtG finding a vendor(s) who will commit to the health permit costs and duration of the program.
 - v. OtG will provide a 10X10’ popup tent and 10X2’ banner for the “Merchant of the Market” program.
 - vi. OtG will have full jurisdiction on which restaurants are invited into the program based on individual’s bandwidth and overall operation. OtG acknowledges that TTBID must maintain good relations with all restaurants in its district and agrees to work cooperatively with TTBID to resolve any disputes regarding the participation of a restaurant.

4. Vendor Logistics and Line-ups

- a. OtG will program the event with a bi-weekly rotating lineup of up to 8 Vendors. Please note the number of Vendors in layouts provided to TTBID and listed for each line-up is an estimate and will vary based on a number of factors. However, OtG will not place more than 8 Vendors in the agreed upon space. OtG will use its best efforts to program a consistent number of Vendors to accommodate customer demand and conform to requirements.
- b. OtG will have complete discretion to select the Vendors that will serve at each event. OtG will track customer feedback to evaluate which Vendors to schedule for the events. Every effort will be made to choose vendors to compliments local demographics and demand.
- c. OtG will be solely responsible for obtaining any county health permits required in connection with the mobile food vendors’ sale and service of food items offered for consumption at the Event Series.
- d. OtG will ensure all vendors have business licenses and manage it accordingly.
- e. OtG will be solely responsible for obtaining all necessary approvals from the City for street closures, for posting and removing temporary signage regarding street closures and for traffic management. OtG will cooperate with TTBID, its consultants and the City regarding the specific content and location of temporary signage that TTBID expects to be generally consistent with the attached Traffic Layout plan.

5. Marketing

Layout



