LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is entered into and effective as of ________________ at Chula Vista, California, by and between VCC EASTLAKE CONDOMINIUM ASSOCIATION, INC., a California corporation (“Association”); and _____________________________, a _____________________________ (“Licensee”); on the basis of the following facts:

RECITALS

A. Association is the owner of the common areas (the “Common Area”) of the VCC EastLake Condominium project located in the EastLake Business Park, in Chula Vista, California (the “Project”).

B. Licensee is engaged in the business of Mobile Car Wash and Detailing Services (the “Licensee Business”).

C. Licensee wishes to operate the Licensee Business within a portion of the Common Area and Association is willing to allow Licensee to do so, all on the terms and conditions set forth in this Agreement. Licensee and Association are collectively referred to herein as the “Parties.”

AGREEMENT

IT IS HEREBY AGREED, on the basis of the foregoing facts and for valuable consideration, the receipt and sufficiency of which are acknowledged, as follows:

1. Grant of License. Association grants to Licensee a temporary, non-exclusive license and right (the “License”) to operate the Licensee Business within a portion of the Common Area, all on the terms and conditions set forth in this Agreement. In operating under the License, Licensee shall provide Licensee Business services (the “Licensee Services”) solely to (a) owners and tenants of the Project, and (b) employees, customers and guests of the owners and tenants of the Project. Licensee accepts the License and agrees to fully perform its obligations under this Agreement.

2. Term. The term of this Agreement (the “Term”) shall commence on ________________ (the “Commencement Date”) and shall terminate on December 31, 20___ (the “Termination Date”).

   2.1 Extension of Term. The Parties may extend the Term by entering into a written amendment to this Agreement which sets forth a new Termination Date. The Parties have no obligation to extend the Term.

   2.2 Early Termination. The Term may be terminated by either of the Parties at any time, with or without cause, by providing the other Party with a written notice terminating the Term. The written notice in the preceding sentence must be given at least thirty (30) days prior to the date of termination. In the event Licensee breaches this Agreement, Association may terminate the Term by providing Licensee with a written notice of immediate termination (and the notice shall be effective upon delivery to Licensee).

3. License Fee. During the Term of this Agreement, Licensee shall pay an annual license fee of $250.00 (the “License Fee”) to Association. The License Fee shall be paid without demand or offset, and shall be due and payable in advance on the Commencement Date and on each anniversary of the Commencement Date. If the Commencement Date occurs on any date other then January 1st, the first License Fee will be prorated accordingly. Upon Association’s receipt of the License Fee, the License Fee shall be deemed fully earned and non-refundable by Association under all circumstances except for an early termination of the Term by Association without cause. Upon an early termination of the Term by Association without cause, the most recently paid License Fee shall be equitably prorated between the Parties as of the date of termination.

4. License Operation Area. Licensee’s activities under this Agreement shall be conducted solely within that portion of the Common Area depicted in Exhibit “A” attached hereto and incorporated herein by reference (the “License Operation Area”). Association shall have the right to change the location of the License Operation Area at any time upon providing written notice thereof to Licensee.
4.1 **Improvements.** Association shall not be required to provide any improvements for Licensee's use. Licensee shall not make any improvements without first obtaining Association's express written consent thereto.

4.2 **Permits and Licenses.** Licensee shall, at Licensee's sole cost and expense, obtain and keep in full force and effect, all governmental permits and licenses required for the lawful conduct of the Licensee Business within the Project. Association shall have no obligations in connection with such governmental permits and/or licenses.

4.3 **Use by Licensee.** During the Term, provided Licensee is not in breach of this Agreement, Licensee may use the License Operation Area for the operation of the Licensee Business. Licensee shall make no other use of the License Operation Area. Licensee's permitted use is non-exclusive, and Association may engage in similar and competing uses and may grant rights and licenses to other entities for similar and competing uses.

4.4 **Utilities.** All electricity, gas, power, water, sewer, drainage systems, trash and refuse containers, telephone service and other utilities (collectively, "Utilities") used in connection with the Licensee Services shall be provided solely by Licensee at Licensee's sole cost and expense. Licensee shall not use any Utilities of Association or Utilities of owners or tenants of the Project.

4.5 **Compliance with Laws.** During the Term, Licensee shall fully and promptly comply with all statutes, ordinances, rules, regulations, laws and other legal requirements (collectively, "Laws") applicable to (a) the Licensee Business, and (b) Licensee's activities in the License Operation Area and other portions of the Project. Licensee shall not use the License Operation Area, nor permit the use of the License Operation Area, in any manner that creates waste, nuisance or otherwise violates any Laws. Licensee shall not, by act or omission, violate any Laws or agreements applicable to Association.

4.6 **Maintenance.** Licensee shall properly maintain the License Operation Area in a neat and clean condition, including the prompt removal and proper disposal of all trash, debris and other items resulting from Licensee's use of the License Operation Area. At the end of each day, Licensee shall leave the License Operation Area free and clean of all trash, debris and other items. Licensee shall maintain Licensee's personal property and equipment in a neat and clean condition and in compliance with all Laws and Association's reasonable requests.

4.7 **Security and Safety.** Licensee shall institute and maintain security and safety procedures, together with adequate and trained personnel to accomplish such, necessary for the conduct of the Licensee Business in a manner which does not cause injury or damage to any person or property within or without the Project.

4.8 **Licensee Employees.** Licensee shall be fully responsible for all acts and omissions of Licensee’s employees and staff and any person or entity assisting or participating in the Licensee Business.

4.9 **Access by Association.** At all times, Association shall have access to all portions of the License Operation Area.

4.10 **Association Rules.** Association may adopt from time to time (including during the Term) rules and regulations regarding the Licensee Services and/or Licensee’s activities within and outside the License Operation Area (the "Association Rules"). Licensee shall fully comply with all Association Rules.

5. **Taxes.** Licensee shall fully and promptly pay all taxes applicable to the Licensee Business, including any taxes assessed against the personal property of Licensee.

6. **Personal Property of Licensee.** Association shall have no responsibility or liability of any kind with respect to the maintenance or security of the License Operation Area or the personal property of Licensee or the employees, guests, customers or invitees of Licensee. Licensee assumes all responsibility for the foregoing and shall hold Association harmless against any and all injury, theft, damage or loss with respect thereto.
7. **Damage and Injury.** Licensee shall be responsible for and shall promptly pay all damages arising from any property damage, injury or death caused by or arising from any acts or omissions by Licensee or by Licensee’s employees, staff, agents, representatives, contractors, vendors, guests or invitees.

8. **Indemnity.** Licensee shall indemnify, defend and hold Association harmless from and against any and all claims, demands, obligations, actions, suits, judgments, awards, damages, liabilities, costs, expenses and attorneys’ fees (collectively, “Claims”) caused by or arising from, in whole or in part, (a) Licensee’s acts or omissions within, around or concerning the Project; and/or (b) any breach of this Agreement by Licensee. This section is of key importance to Association, and Association would not enter into this Agreement in the absence of this section. It is the intent of each of the Parties that this section shall (i) be broadly construed to protect Association against all Claims, (ii) apply regardless of any negligence by Association (except where a Claim arises solely from the gross negligence of Association), and (iii) apply even if Licensee has not been negligent or otherwise at fault. In the event of any litigation against Association in connection with this section, Association shall have the right to designate the attorneys who will represent Association. As used in this section, “Association” includes (1) all shareholders, officers and employees of Association; and (2) Association’s property manager (currently Heritage Real Estate Advisors, Inc.) and all shareholders, officers and employees of Association’s property manager.

9. **Insurance.** At all times during the Term, Licensee shall, at its expense, maintain in full force and effect the insurance policies identified below. Licensee shall promptly provide Association with a certificate of insurance evidencing Licensee's compliance with the provisions of this section. Licensee shall conduct no business or other activities within the License Operation Area until Licensee has fully complied with this section.

9.1 **Worker’s Compensation.** Licensee shall maintain Worker's Compensation and Employers' Liability Insurance as required by law.

9.2 **Property Damage.** Licensee shall maintain property damage insurance, insuring any and all damage or loss to any property of Licensee within the Project.

9.3 **Liability Insurance.** Licensee shall maintain comprehensive general liability insurance (with liability limits of no less than $1,000,000 per occurrence) insuring against any and all liability (including property damage, injury and death) arising from (a) Licensee's acts or omissions on, around or regarding the Project; and (b) any breach of this Agreement by Licensee (including but not limited to Licensee’s obligations under the Indemnity section of this Agreement). The insurance shall name Association and the Association’s property manager (currently Heritage Real Estate Advisors, Inc.) as additional insureds. The insurance policies shall be subject to the written approval by Association.

10. **Assignment.** This Agreement and the License created by this Agreement may not be transferred or assigned by Licensee.

11. **Remedies.** In the event of a breach of this Agreement, each Party shall have all remedies afforded by law and/or equity.

12. **Confirmation of Agreement.** If requested by Association, Licensee shall promptly furnish a written statement which (a) acknowledges that this Agreement provides Licensee with only a License to use the License Operating Area, (b) identifies any amendments to this Agreement, and (c) confirms such other related matters as Association may reasonably request.

13. **Condition on Termination.** Upon the expiration or termination of the Term, Licensee shall (as of the expiration or termination date) have removed all of its property from the Project and shall have returned the License Operation Area to the same condition which existed prior to the Commencement Date (subject to exclusions approved in writing by Association).

14. **Broker’s Commissions.** Each Party represents and warrants to the other Party that no broker’s commissions or similar payments have been incurred or created by the Party in connection with this Agreement.
15. **Interpretation.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

16. **Attorneys' Fees.** In any legal action to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys’ fees incurred therein.

17. **Caption Headings.** The caption headings in this Agreement are for convenience only and shall have no effect in the interpretation of the sections.

18. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

19. **Severability.** Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby.

20. **Notices.** Any notice given in connection with this Agreement shall be in writing, and shall be deemed given on the date delivered to the recipient. Notices to Licensee may be delivered to the License Operation Area.

21. **No Recording.** This Agreement shall not be recorded in the office of the County Recorder.

22. **No Partnership.** This Agreement shall not be construed to constitute or create any form of partnership or joint venture between Association and Licensee.

23. **Amendments.** This Agreement may not be modified, supplemented or amended except in a writing signed by all Parties.

24. **Merger.** This Agreement constitutes the only agreement and understanding by Association and Licensee with respect to the matters set forth herein. All prior and/or contemporaneous agreements, understandings, representations and warranties with respect to the matters set forth herein are terminated.

25. **Warranty of Authority.** Each person executing this Agreement on behalf of a Party represents and warrants that he or she has the full power and authority to do so.

"Association"
VCC EASTLAKE CONDOMINIUM ASSOCIATION, INC.
A California corporation

By: Heritage Real Estate Advisors, Inc.
Its: Managing Agent

By: Mark Hoekstra, President

"Licensee"

By: __________________________

Its: __________________________

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Association Rules
License Agreement
(Car Wash Vendors)

1. Licensee must maintain and provide Association with a copy of a current City of Chula Vista
   Business License.

2. Licensee must maintain and provide Association with copies of insurance certificates that name
   both the Association and management company as additional insured, and meet the requirements
   as detailed in Paragraph 9 of the License Agreement.

3. All car washings will be performed in specific and designated locations within the common areas.
   These locations are at the sole discretion of the Association and can be moved or relocated at any
   time.

4. No car washings will be allowed directly in front of any business or building.

5. Approved Licensees must provide their own source of water and shall operate their business in
   accordance with all local governmental rules and regulations.

6. No equipment or materials shall be left on the property at any time.

7. No signs will be allowed at any time in the common areas advertising the location or presence of
   the Licensee on site.

8. Approved Licensees will execute a License Agreement with the Association outlining these and
   other guidelines. The Licensing Agreement will also require Licensee to pay an annual fee to the
   Association to help offset increased maintenance costs.

9. Licensee will be given a large color permit that must be displayed in the window of their service
   vehicle. Any Licensees working on the property without a current or valid permit will be
   considered trespassing and asked to leave by the local authorities.

10. Any violations of these rules, the License Agreement, or future rules to be established by the
    Association will result in the immediate revocation of a permit and termination of the License
    Agreement.

11. No loud music will be allowed to be played at any time.
Sample Car Wash Vendor Permit

2009 CAR WASH LICENSE PERMIT NUMBER #1001

(Qty:1) 17"x11" Digital Print on PVC