

Table of Contents

Introduction and Purpose	3
Purpose of Agreement	3
Scope of Concession	3
Definitions and Interpretations	3
Definitions	3
Interpretation	4
Grant of Concession and Rights	4
Scope of Concession	4
Exclusivity	5
Rights of Access	5
Permitted Activities	5
Term and Renewal Conditions	6
Renewal	6
Financial Terms and Fee Structure	6
Monthly Concession Fee	6
Revenue Sharing	7
Late Payment Penalties	7
Breach Penalties	7
Potential Fee Schedule	7
Duties and Obligations of Parties	7
Obligations of DocuPal Demo, LLC (Grantor)	8
Obligations of ACME-1 (Concessionaire)	8
Compliance and Performance Monitoring	8
Performance Standards and Quality Control	9
Performance Metrics	9
Quality Assessment and Enforcement	9
Enforcement	10
Reporting and Monitoring	10
Reporting Requirements	10
Audits	11
Monitoring	11
Liabilities and Indemnities	11
Liability for Damages	11



Indemnification	11
Insurance Requirements	12
Confidentiality and Data Protection	13
Definition of Confidential Information	13
Obligations Regarding Confidential Information	13
Data Protection	14
Force Majeure	14
Definition	14
Effects of Force Majeure	14
Termination and Suspension	15
Termination Events	15
Suspension	15
Termination Procedure	15
Obligations Surviving Termination	16
Consequences of Termination	16
Dispute Resolution	16
Mediation	17
Arbitration	17
Governing Law and Jurisdiction	17
Miscellaneous Provisions	17
Notices	17
Assignment	18
Amendments	18
Governing Law	18
Entire Agreement	18
Severability	18
Force Majeure	18
Annexures and Schedules	19
List of Annexures	19



Introduction and Purpose

This Concession Agreement is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal Demo"), and Acme, Inc, also known as ACME-1, a business organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Concessionaire").

Purpose of Agreement

DocuPal Demo desires to enhance the experience of its customers by offering diverse retail options within its premises. ACME-1 is an established retailer seeking to expand its market presence. Therefore, DocuPal Demo grants ACME-1 the right to operate a retail store within DocuPal Demo's premises, and ACME-1 desires to operate a retail store at such location, subject to the terms and conditions set forth in this Agreement.

Scope of Concession

This Agreement outlines the terms and conditions under which ACME-1 will operate a retail store, including the sale of goods and related services, within the designated space provided by DocuPal Demo. It defines the rights and obligations of both parties, payment terms, operational duties, performance monitoring, liabilities, termination conditions, and dispute resolution methods.

Definitions and Interpretations

Definitions

For the purposes of this Concession Agreement, the following terms shall have the meanings set forth below:

- **Concession:** Refers to the grant of rights by DocuPal Demo, LLC to ACME-1 to operate a retail store within the premises located at 23 Main St, Anytown, CA 90210, for the purpose of selling [Specify Products/Services].



- **Term:** Means the duration of this Concession Agreement, commencing on [Start Date] and ending on [End Date], unless earlier terminated in accordance with the terms herein.
- **Gross Revenue:** Denotes the total revenue received by ACME-1 from the operation of the retail store, before any deductions for expenses, costs, or taxes. This includes all sales, fees, and other income generated from the Concession.
- **Operating Standards:** Refers to the standards of operation, maintenance, and conduct required of ACME-1, as detailed in Exhibit A, to ensure the retail store is operated in a manner consistent with DocuPal Demo, LLC's expectations and industry best practices.

Interpretation

This Concession Agreement shall be governed by and construed in accordance with the laws of the State of California, United States. Any ambiguities in this Agreement shall be interpreted in a manner consistent with prevailing industry standards and principles of fair dealing. The headings used in this Agreement are for convenience only and shall not affect its interpretation. Where the context so requires, words importing the singular shall include the plural and vice versa. All exhibits attached to this Agreement are incorporated herein by reference.

Grant of Concession and Rights

DocuPal Demo, LLC grants to ACME-1 a concession to operate a retail store at DocuPal Demo, LLC's premises located at 23 Main St, Anytown, CA 90210. This concession is subject to all terms and conditions outlined in this Agreement.

Scope of Concession

The concession allows ACME-1 to conduct retail sales, marketing, customer service, and inventory management within the designated space. ACME-1 is authorized to use the space as specified in Exhibit A, which details the permitted area and any restrictions.



Exclusivity

ACME-1 receives the exclusive right to sell [Specific Product Category] within the physical boundaries of DocuPal Demo, LLC's property. DocuPal Demo, LLC will not authorize any other entity to sell [Specific Product Category] within this defined territory during the term of this Agreement.

Rights of Access

ACME-1 and its authorized personnel have the right to access common areas of DocuPal Demo, LLC's premises. This access is for purposes directly related to operating the retail store. Common areas include walkways, restrooms, and parking facilities. Access is subject to DocuPal Demo, LLC's standard operating procedures and security protocols, which will be communicated to ACME-1.

Permitted Activities

ACME-1 is permitted to engage in activities directly related to the operation of a retail store. These activities include, but are not limited to:

- Displaying and selling merchandise.
- Marketing and promotional activities, subject to DocuPal Demo, LLC's approval.
- Providing customer service.
- Managing inventory.
- Maintaining the cleanliness and appearance of the designated space.

ACME-1 is not permitted to engage in any activities that may disrupt the operations of DocuPal Demo, LLC or other tenants. Prohibited activities include, but are not limited to:

- Excessive noise.
- Storage of hazardous materials without prior approval.
- Violation of any applicable laws or regulations.

Term and Renewal Conditions

This Concession Agreement will begin on January 1, 2024. The agreement will last for a period of five (5) years.



Renewal

ACME-1 may renew this agreement for additional terms. Any renewal is subject to the mutual written agreement of both DocuPal Demo, LLC and ACME-1. Renewal is also subject to a review of ACME-1's performance under this Agreement. Both parties must agree on revised terms and conditions for any renewal period.

Notice of Intent

ACME-1 must provide written notice to DocuPal Demo, LLC of its intent to renew this Agreement. This notice must be given at least six (6) months before the expiration date of the current term. DocuPal Demo, LLC will review the request and notify ACME-1 of its decision regarding renewal within sixty (60) days of receiving the notice. Failure to provide notice within the specified timeframe will result in the agreement's termination on the expiration date.

Financial Terms and Fee Structure

ACME-1 will compensate DocuPal Demo, LLC for the concession rights granted under this Agreement. This compensation includes a fixed monthly concession fee and a percentage of ACME-1's gross monthly revenue. Payments must be made in United States Dollars (USD).

Monthly Concession Fee

ACME-1 will pay DocuPal Demo, LLC a fixed monthly concession fee of \$5,000. This fee is due on the [Day] of each month, starting [Date]. Payments should be remitted to DocuPal Demo, LLC at the address specified in this Agreement or via electronic transfer to the following account: [Bank Name, Account Number, Swift Code].

Revenue Sharing

In addition to the fixed monthly fee, ACME-1 will share [Percentage]% of its gross monthly revenue with DocuPal Demo, LLC. Gross monthly revenue includes all income generated by ACME-1 from sales and services at the concession location, without deductions for expenses.



ACME-1 will provide DocuPal Demo, LLC with a detailed monthly revenue report within [Number] days after the end of each month. This report must accurately reflect all sales and revenue generated during that period. The revenue share payment is due concurrently with the submission of the monthly revenue report.

Late Payment Penalties

If ACME-1 fails to make any payment within [Number] days of the due date, a late payment penalty will apply. The penalty is [Percentage]% per month on the outstanding amount. This penalty will accrue until the outstanding balance and any accrued penalties are paid in full. Continued late payments may constitute a breach of this Agreement, subject to the breach clauses outlined herein.

Breach Penalties

In addition to late payment penalties, breaches of other financial obligations or terms within this Agreement may result in further penalties. These penalties will be assessed according to the specific breach clauses outlined in the relevant sections of this Agreement. DocuPal Demo, LLC will provide written notice to ACME-1 detailing the nature of the breach and the corresponding penalty.

Potential Fee Schedule

The following chart illustrates potential fee scenarios based on varying levels of gross monthly revenue:

Duties and Obligations of Parties

This section defines the duties and obligations of both DocuPal Demo, LLC, as the grantor, and ACME-1, as the concessionaire, under this Agreement.

Obligations of DocuPal Demo, LLC (Grantor)

DocuPal Demo, LLC will provide ACME-1 with the designated retail space within its premises as described in **Exhibit A** of this Agreement. DocuPal Demo, LLC is responsible for maintaining the common areas of the premises, ensuring they are clean, safe, and accessible to customers.



DocuPal Demo, LLC will ensure that essential utilities, including electricity, water, and HVAC, are supplied to the concession space. Any interruption of these services will be promptly addressed and resolved by DocuPal Demo, LLC. DocuPal Demo, LLC will also actively support ACME-1's marketing efforts through inclusion in general promotional activities and providing opportunities for joint marketing campaigns.

Obligations of ACME-1 (Concessionaire)

ACME-1 is responsible for the day-to-day operations of its retail store within the designated space. This includes maintaining the cleanliness and appearance of the store, providing excellent customer service, and adhering to the operating hours specified in **Exhibit B**.

ACME-1 must comply with all applicable safety standards and regulations, ensuring a safe environment for customers and employees. ACME-1 will also be responsible for obtaining and maintaining all necessary licenses and permits required to operate its business within the premises.

ACME-1 will participate in monthly performance reviews with DocuPal Demo, LLC to assess sales, customer feedback, and overall operational effectiveness. ACME-1 will also cooperate with regular inspections conducted by DocuPal Demo, LLC to ensure compliance with the terms of this Agreement. ACME-1 will analyze customer feedback to improve service quality.

Compliance and Performance Monitoring

Both parties agree to actively monitor compliance and performance under this Agreement. This will be achieved through:

- **Monthly Performance Reviews:** Regular meetings to discuss sales data, customer feedback, and operational performance.
- **Regular Inspections:** Periodic site visits by DocuPal Demo, LLC to ensure compliance with operational standards and safety regulations.
- **Customer Feedback Analysis:** Collection and review of customer comments and suggestions to identify areas for improvement.

Performance Standards and Quality



Control

DocuPal Demo, LLC and ACME-1 agree on the following performance standards and quality control measures. These ensure ACME-1's retail operations meet expectations. They also protect DocuPal Demo, LLC's reputation.

Performance Metrics

ACME-1's performance will be measured regularly. Key metrics include:

- **Sales Targets:** ACME-1 must achieve agreed-upon sales targets. These targets will be set annually. They will be based on market conditions and historical data. Specific targets will be outlined in **Appendix A**.
- **Customer Satisfaction Scores:** ACME-1 must maintain a satisfactory level of customer satisfaction. This will be measured through surveys and feedback mechanisms. The minimum acceptable score is 4 out of 5 stars.
- **Inventory Turnover Rate:** ACME-1 needs to efficiently manage its inventory. The target turnover rate is [Specify Target] per year. This minimizes waste and maximizes profitability.

Quality Assessment and Enforcement

DocuPal Demo, LLC will regularly assess the quality of ACME-1's operations. Assessment methods include:

- **Regular Inspections:** DocuPal Demo, LLC will conduct periodic inspections of the retail space. These inspections ensure compliance with operational standards. They also check for cleanliness and safety.
- **Mystery Shopper Programs:** DocuPal Demo, LLC may use mystery shoppers to evaluate customer service. This provides unbiased feedback on the customer experience.
- **Customer Feedback Surveys:** DocuPal Demo, LLC will collect customer feedback through surveys. This identifies areas for improvement.

Enforcement

Failure to meet performance standards may result in enforcement actions. These actions may include:



- **Warnings:** Initial violations will result in a written warning.
- **Fines:** Repeated violations may result in financial penalties. The fine schedule is outlined in **Appendix B**.
- **Termination:** Persistent failure to meet standards may lead to termination of this Agreement.

DocuPal Demo, LLC will provide ACME-1 with written notice of any deficiencies. ACME-1 will have [Number] days to rectify the issues. Continued non-compliance will trigger further enforcement actions. We will work together to ensure ACME-1's success. This is achieved through continuous improvement and adherence to these standards.

Reporting and Monitoring

ACME-1 will provide DocuPal Demo, LLC with regular reports to monitor the performance of the concession. These reports ensure compliance with the terms of this Agreement and allow for effective management of the retail operation.

Reporting Requirements

ACME-1 must submit the following reports:

- **Monthly Sales Reports:** These reports detail the total sales revenue generated by the ACME-1 retail store each month. The reports are due within fifteen (15) days following the end of each month.
- **Quarterly Performance Reports:** These reports provide a comprehensive overview of the ACME-1's performance, including sales figures, customer traffic, and operational challenges. These reports are due within thirty (30) days after the end of each quarter.
- **Annual Compliance Reports:** These reports confirm ACME-1's adherence to all applicable laws, regulations, and the terms of this Agreement. These reports are due within sixty (60) days following the end of each calendar year.

Audits

DocuPal Demo, LLC will conduct annual audits to verify the accuracy of ACME-1's reported data and ensure compliance with this Agreement. These audits will be performed by an independent auditor selected by DocuPal Demo, LLC. ACME-1 will provide the auditor with full access to all relevant records and information



necessary to conduct the audit. The cost of the annual audit will be borne by DocuPal Demo, LLC, unless an audit reveals a material discrepancy or breach of this Agreement by ACME-1, in which case ACME-1 will be responsible for the audit costs.

Monitoring

DocuPal Demo, LLC retains the right to monitor ACME-1's operations to ensure compliance with the terms of this Agreement. This monitoring may include, but is not limited to: reviewing sales data, observing store operations, and conducting periodic inspections. DocuPal Demo, LLC will provide ACME-1 with reasonable notice prior to conducting any on-site inspections, unless there is a reasonable suspicion of a breach of this Agreement that requires immediate access.

Liabilities and Indemnities

Liability for Damages

Acme, Inc. assumes responsibility for any damages or losses that stem from its operations within the designated premises. DocuPal Demo, LLC will be liable for damages or losses directly resulting from the condition or maintenance of the premises themselves.

Indemnification

Acme, Inc. agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from:

- The operation of the retail store by Acme, Inc.
- Any breach by Acme, Inc. of its obligations under this Concession Agreement.
- The negligence or willful misconduct of Acme, Inc., its employees, agents, or contractors.

This indemnification extends to any claims related to personal injury, death, or property damage occurring within the concession area, to the extent caused by Acme, Inc.'s actions or omissions. DocuPal Demo, LLC will promptly notify Acme, Inc. of any claim subject to this indemnification. Acme, Inc. will have the right to control the defense and settlement of any such claim, provided that DocuPal Demo,



LLC may participate in the defense at its own expense. Neither party shall settle any claim without the prior written consent of the other party, such consent not to be unreasonably withheld.

Insurance Requirements

Acme, Inc. shall procure and maintain, at its sole cost and expense, the following insurance coverages throughout the term of this Concession Agreement:

- **General Liability Insurance:** With a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, property damage, and personal and advertising injury. DocuPal Demo, LLC shall be named as an additional insured on this policy.
- **Property Insurance:** Covering all of Acme, Inc.'s personal property, inventory, and equipment within the concession area for their full replacement value against all risks of loss or damage, including but not limited to fire, theft, and vandalism.
- **Worker's Compensation Insurance:** In compliance with all applicable state and federal laws, covering all employees of Acme, Inc. working at the concession location.

Acme, Inc. shall provide DocuPal Demo, LLC with certificates of insurance evidencing these coverages prior to the commencement of operations and upon each renewal of the policies. All insurance policies shall be with reputable insurance companies reasonably acceptable to DocuPal Demo, LLC and shall contain a waiver of subrogation in favor of DocuPal Demo, LLC. Acme, Inc. is responsible for ensuring continuous coverage and will promptly notify DocuPal Demo, LLC of any policy cancellation or material change.

Confidentiality and Data Protection

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, each party may have access to confidential information belonging to the other party.



Definition of Confidential Information

Confidential Information includes, but is not limited to, sales data, customer lists, pricing strategies, and proprietary business information related to either party's business operations. All data must be treated as confidential by both parties.

Obligations Regarding Confidential Information

Both DocuPal Demo, LLC and ACME-1 agree to protect the other party's Confidential Information with the same degree of care that they use to protect their own confidential information, but in no event less than reasonable care. Each party will restrict access to the other party's Confidential Information to only those employees or agents who have a need to know such information in order to perform their duties under this Agreement.

Neither party will disclose the other party's Confidential Information to any third party without the prior written consent of the disclosing party, except as required by law or legal process. In the event that a party is required to disclose the other party's Confidential Information by law or legal process, such party will promptly notify the other party and cooperate with the other party in seeking a protective order or other appropriate remedy.

Upon termination of this Agreement, each party will promptly return or destroy all copies of the other party's Confidential Information in its possession or control, and will certify in writing to the other party that it has complied with this obligation.

Data Protection

ACME-1 is responsible for complying with all applicable data protection laws and regulations with respect to any personal data it collects, processes, or stores in connection with its operations at DocuPal Demo, LLC's premises. ACME-1 must implement and maintain appropriate technical and organizational measures to protect personal data against unauthorized access, use, or disclosure. ACME-1 will promptly notify DocuPal Demo, LLC of any data breach or security incident that may affect DocuPal Demo, LLC's business or reputation.



Force Majeure

DocuPal Demo, LLC and ACME-1 will not be liable for any failure to perform their obligations under this Concession Agreement. This applies if the failure results from a Force Majeure Event.

Definition

A Force Majeure Event means an event beyond the reasonable control of either party. This includes, but is not limited to:

- Natural disasters such as floods, earthquakes, or severe weather.
- Acts of war, terrorism, or civil unrest.
- New government regulations or laws.
- Widespread labor strikes or lockouts.

Effects of Force Majeure

If a Force Majeure Event occurs, the affected party's obligations under this Agreement are suspended. This suspension is only for the duration of the Force Majeure Event. The affected party must notify the other party promptly upon the occurrence of the Force Majeure Event. The notification must include details about the event and its expected duration.

Both DocuPal Demo, LLC and ACME-1 must make reasonable efforts to mitigate the impact of the Force Majeure Event. This includes taking steps to resume performance of their obligations as soon as reasonably possible. If the Force Majeure Event continues for more than ninety (90) days, either party may terminate this Agreement upon written notice to the other party.

Termination and Suspension

Termination Events

This Agreement may be terminated under the following circumstances:



- **Material Breach:** Either party may terminate this Agreement if the other party commits a material breach of its obligations and fails to cure such breach within sixty (60) days after receiving written notice of the breach.
- **Insolvency:** Either party may terminate this Agreement if the other party becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.
- **Failure to Meet Performance Targets:** DocuPal Demo, LLC may terminate this Agreement if ACME-1 fails to meet the agreed-upon performance targets as outlined in *Exhibit A* and does not demonstrate significant improvement within ninety (90) days after receiving written notice of underperformance.
- **Change in Control:** DocuPal Demo, LLC may terminate this Agreement if there is a significant change in the control of ACME-1 that, in DocuPal Demo, LLC's reasonable opinion, negatively impacts ACME-1's ability to fulfill its obligations under this Agreement. Significant change in control shall mean transfer of more than 50% of ownership.

Suspension

DocuPal Demo, LLC reserves the right to suspend ACME-1's operations under this agreement if ACME-1 fails to comply with operational requirements or safety standards, posing a risk to DocuPal Demo, LLC's premises, personnel, or customers. The suspension will remain in effect until ACME-1 rectifies the non-compliance issue.

Termination Procedure

The following procedure must be followed for any termination under this agreement:

1. **Written Notice:** The party seeking to terminate must provide written notice to the other party, specifying the grounds for termination.
2. **Cure Period:** The party receiving the notice will have a cure period of sixty (60) days to remedy the breach, unless stated otherwise.
3. **Final Termination Date:** If the breach is not cured within the cure period, the terminating party will provide a final written notice specifying the termination date, which will be at least thirty (30) days from the date of the final notice.



Obligations Surviving Termination

The following obligations will survive any termination of this Agreement:

- **Confidentiality Obligations:** The obligations regarding confidential information, as outlined in *Section [Reference Confidentiality Section]*, will continue indefinitely.
- **Payment Obligations:** Any outstanding payment obligations of ACME-1 to DocuPal Demo, LLC will remain in effect and must be fulfilled within thirty (30) days of the termination date.
- **Indemnification Obligations:** The indemnification obligations, as outlined in *Section [Reference Indemnification Section]*, will continue to apply to any claims or liabilities arising before the termination date.

Consequences of Termination

Upon termination of this Agreement, ACME-1 must:

- Cease all operations within DocuPal Demo, LLC's premises.
- Remove all its property and inventory from the premises within thirty (30) days.
- Leave the premises in a clean and orderly condition.
- Cooperate with DocuPal Demo, LLC to ensure a smooth transition.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 aim to resolve any disputes fairly and efficiently. Both parties will first attempt to resolve any disagreements through good-faith negotiations.

Mediation

If negotiation fails, the parties agree to submit the dispute to mediation. A mutually agreed-upon mediator will be selected. The mediation will take place in [City, State]. Both parties will share the costs of mediation equally.

Arbitration

If mediation is unsuccessful, any unresolved dispute will be settled by binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement. If the parties cannot agree on an arbitrator, the American Arbitration Association will appoint one.

The arbitration proceedings will be held in [City, State]. The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Governing Law and Jurisdiction

This Concession Agreement will be governed by and construed in accordance with the laws of [State/Jurisdiction]. The courts of [City, State] will have jurisdiction over any legal action arising out of this agreement.

Each party consents to the exclusive jurisdiction and venue of such courts. This includes actions to compel arbitration or to enforce an arbitration award.

Miscellaneous Provisions

Notices

All notices related to this Agreement must be in writing. Notices are considered properly delivered when sent by certified mail or email. They must be addressed to the designated contact person for each party.

Assignment

Neither party may assign their rights or obligations under this Agreement without the prior written consent of DocuPal Demo, LLC. Any unauthorized assignment is considered void.



Amendments

This Agreement may only be amended or modified through a written document. This document must be signed by authorized representatives of both DocuPal Demo, LLC and ACME-1.

Governing Law

The laws of the State of California govern this Agreement. This includes its interpretation and enforcement.

Entire Agreement

This Agreement represents the complete understanding between DocuPal Demo, LLC and ACME-1. It supersedes all prior agreements, discussions, or understandings, whether oral or written.

Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions remain in full force and effect. The parties will negotiate in good faith to replace the invalid provision with a valid one that achieves the original intended economic effect.

Force Majeure

Neither party is liable for delays or failures to perform its obligations due to events beyond its reasonable control. This includes acts of God, war, terrorism, riots, embargoes, fire, or other disasters. The affected party must promptly notify the other party of such an event.

Annexures and Schedules

This section lists all annexures and schedules that are part of this Concession Agreement. These documents provide additional details and specifications related to the agreement's terms. Each annexure is referenced within the main body of this agreement by its corresponding number or letter.



List of Annexures

1. **Annexure A: Site Plan.** This annexure contains a detailed site plan of the premises at 23 Main St, Anytown, CA 90210, where ACME-1 will operate its retail store. The site plan illustrates the designated concession area, including its dimensions, layout, and any shared facilities.
2. **Annexure B: Insurance Policies.** This annexure includes copies of all required insurance policies that ACME-1 must maintain throughout the term of this agreement. It specifies the types of coverage, policy limits, and named insured parties.
3. **Annexure C: Operating Guidelines.** This annexure outlines the operating guidelines and standards that ACME-1 must adhere to while operating its retail store within DocuPal Demo, LLC's premises. These guidelines cover various aspects of the business, including store hours, customer service protocols, and maintenance procedures.

