

advanced by CITY, not reimbursed within said thirty (30) days, shall bear interest at a rate of one and one half percent (1½%) per month.

18. **Complete Agreement.** This Agreement and its Exhibits constitute an entire and integrated agreement, and supersede all the terms and conditions of any prior agreement, negotiations, or representations, written or oral, between the parties. This Agreement may not be modified, except in writing, signed by the parties.

19. **Rights Acquired.** No rights will be acquired under this Agreement until the following have been provided to CITY, in forms acceptable to it:

19.1. An Original and Copy of this Agreement executed by **FLAVORS FESTIVALS, LLC**.

19.2. Certificates of insurance and proof of security deposits.

19.3. Proof of payment of all fees which are required to be paid in advance.

IN WITNESS WHEREOF, the CITY OF PORTLAND has caused this Agreement to be signed by Andrew J. Downs, Director of Public Assembly Facilities, and **FLAVORS FESTIVALS, LLC**, has caused this Agreement to be signed by Imogene Altzmann its Festival Director thereunto duly authorized the day and year first above written.

WITNESS:

CITY OF PORTLAND

By: _____

Andrew J. Downs
Director of Public Assembly Facilities

WITNESS:

[Handwritten Signature]

By: [Handwritten Signature]

Its: Festival Director

Approved: _____ Legal Office