

LICENSE AGREEMENT FOR SPECIAL EVENT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND FRIENDS OF REDONDO BEACH ARTS

This License Agreement for Special Event Services ("Agreement") is made between the City of Redondo Beach, a municipal corporation ("City") and Friends of Redondo Beach Arts, a California 501c3 Non-Profit Organization ("Producer").

RECITALS

- A. City believes it is in the best interest of the community to foster community partnerships to provide for cultural events at the Historic Library at Veteran's Park.
- B. Producer desires to plan, coordinate, install, manage and supervise an art exhibition ("Exhibition") in accordance with the terms and conditions of this Agreement.
- C. City and Producer desire to cooperate in the creation and promotion of the Exhibition.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- 1. Use: Except as otherwise provided in this Agreement, City hereby grants to Producer a revocable, non-exclusive, non-assignable License to use or operate the following ("Premises") at the Historic Library at Veteran's Park as depicted in Exhibit "A", attached hereto and incorporated herein on the terms and conditions herein.
- 2. Term of Agreement: Unless terminated pursuant to Section 9 below, the term of this Agreement shall commence August 22, 2022 and terminate September 22, 2022.
- 3. Intellectual Property. Producer shall have the right to name the Exhibition in its sole and absolute discretion (except that no profanity or other offensive language may be used) and to change the name of the Exhibition should circumstances necessitate it. Producer may include the term "Redondo Beach" and/or "South Bay" in the title. Any name, logo, slogan, or any other intellectual property created and utilized in connection with the Exhibition shall be and remain the sole and exclusive property of the Producer. It is further anticipated and understood that the Producer may or will create audio and visual reproductions of the Exhibition and the performances and that Producer shall also retain sole and exclusive rights to all such productions and reproductions in any form. Producer warrants that all applicable rights and clearances to reproduce and/or distribute Exhibition content

is the sole responsibility of Producer. Producer shall have no obligation to pay any license fees or royalties of any kind to the City in connection with the use of the Intellectual Property created. Producer shall provide appropriate credit to the City as venue/host/co-producer on all secondary audio/video reproductions.

4. Obligations of Producer.

- (a) Generally. During the term of this Agreement, Producer agrees to plan, promote, coordinate, install, manage and supervise an event consisting of the presentation and operation of an art exhibition (hereinafter the "Exhibition") and other approved ancillary activities associated therewith. The Exhibition shall be conducted in the entire City owned Historic Library located within Veteran's Park (hereinafter the "Premises"). The City and Fire Department shall work with Producer to define a maximum occupancy available at the Premises in accordance with the local and state fire code.
- (b) Exhibition. The Exhibition shall be conducted in accordance with all terms and conditions of this Agreement. Producer shall use best efforts to not permit smoking, drugs or drug paraphernalia, vaping, weapons, or any other activity prohibited by the City's rules and regulations and as enforced by the City. Notwithstanding the foregoing, the City shall retain all rights to enforce any and all applicable City rules and regulations as needed.
- (c) Costs and Expenses. Except as otherwise set forth below in Section 4 (Obligations of City), the Producer shall be responsible for all costs and expenses associated with the performance of this Agreement and production of the Exhibition.
- (d) Facility Use Fee. The City shall receive no fee payment for the Producer's use of the Premises.
- (e) Installation of Equipment. Except as otherwise set forth below in Section 4 (Obligations of City), the Producer shall be responsible for the procurement, construction, installation and set-up of all materials, equipment and furnishings necessary to operate the Exhibition, including, but not limited to: connections to existing City electrical power, exhibit or art piece space dividers, and minor cosmetic repairs or upgrades to the Premises. The Producer shall install all equipment, and build and disassemble the Exhibition site and ensure the Premises is restored to its prior condition. The City and Producer shall collectively determine the allowable work hours for the installation and disassembly

of the Exhibitions. All equipment and materials supplied by the Producer are and will remain the Producer's personal property and shall be removed by the Producer upon completion of the Exhibition. No furnishings or fixtures shall be installed in such a manner as to become permanently affixed to the Premises without prior written consent of the City Manager. All construction, installation and set-up on the Premises shall be completed by the Producer in accordance with all City engineering, building and safety requirements.

- (f) Management of the Exhibition. The Producer shall provide professional management and operation services including employing all necessary personnel. The Producer shall further provide for management of the day-to-day functions of the Exhibition including operating personnel, the quantity of which shall be based upon attendance levels subject to industry standards.
- (g) Maintenance. Supervision and Security of Premises. Except as otherwise set forth below in Section 4 (Obligations of City), the Producer shall be responsible for all custodial and maintenance of the Premises during the Exhibition, including the provision of all restroom materials and supplies, as well as the supervision and security of the Exhibition and other areas of the Premises where the Producer is operating and/or providing ancillary activities. The Producer is responsible for the provision of all necessary personnel in connection with the Exhibition and acknowledges that the City will not be providing personnel for such purposes. In the event the Producer fails to maintain the Premises or otherwise fails to correct any dangerous or unsanitary condition within twenty-four (24) hours after being notified by the City to do so, then City may remedy the condition at the Producer's expense. In the event there is an imminently dangerous condition and Producer is unable to correct it immediately, City may remedy the condition immediately.
- (h) Days and Hours of Exhibition Operation. The specific days and hours of operation for the Exhibition shall be as follows:

Friday, September 2: 5:00 pm – 8:00 pm
Saturday-Monday, September 3-5: noon – 7:00 pm
Friday-Sunday, September 9-11: noon – 7:00 pm
Friday-Sunday, September 16-18: noon – 7:00 pm

Producer will also host private gallery tours, artists conversations and other gallery activities at other times to be determined.

Building and production loading for the Exhibition will take place August 22-September 1 and production load out will take place September 18-22, subject to City approval, coordination and scheduling.

- (i) Condition of Premises. The Producer accepts the Premises in "AS-IS" condition and City shall not be required to make any alterations, improvements or repairs therein or thereon to accommodate use of the Premises by the Producer. The Producer shall not make any permanent changes or alterations to the Premises without City's prior written consent. Any such approved changes or alterations shall be completed at the sole expense of the Producer, unless mutually agreed upon by City and Producer. Upon completion of the Exhibition, or upon any other termination or expiration of this Agreement, Producer shall remove all materials, equipment, furnishings and other personal property from the Premises and shall restore the Premises to the same condition as existing immediately prior to the change or alteration.
- (j) Security. Licensee shall be responsible, at its sole expense, for any necessary or desirable security for all of Licensee's use or operations at the Premises.

5. Obligations of City.

- (a) Waiver of Facility Use Fees. City shall waive the Facility Use fees customarily charged to event holders.
- (b) Premises. City shall supply the physical space for the Exhibition referred to as the Historic Library at Veterans Park. In the event the Exhibition location is rendered unusable by City or other governmental agency action or by an unforeseen natural disaster or Act of God, City and Producer shall attempt to identify alternate locations in good faith, subject to availability, to relocate the Exhibition.
- (c) Provision of Utilities by City. City shall provide access to all utility sources within the Historical Library sufficient to accommodate the needs of the Exhibition as provided in advance by the Producer. The Producer shall reimburse the City for all utility charges during the term of the Exhibition.

6. Taxes. The Producer will be obligated to pay all federal, state and local taxes arising from the services provided under this Agreement.

7. Subcontractors. City acknowledges that the Producer may subcontract with other entities to perform certain services with respect to the Exhibition. The Producer

shall cause all subcontractors to comply with federal, state, and local laws, statutes, ordinances, rules and regulations with respect to the services provide in conjunction with this Agreement.

8. Indemnification.

(a) By Producer. To the fullest extent permitted by law the Producer shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials and volunteers from and against any and all claims, demands causes of action, lawsuits (whether at law or equity or both), proceedings, liabilities, losses, damages, expenses or costs (including without limitation attorneys' fees and costs and expert witness fees), judgments penalties, and liens of every nature arising or claimed to arise directly or indirectly, out of (i) the use, possession or improvements of the Premises by the Producer or any of its directors, officers, employees, contractors, vendors, consultants or volunteers, (ii) the Producer's planning, coordination, management, supervision or performance of any Exhibition in conjunction with this Agreement, (iii) any other willful, reckless or negligent act or omission of the Producer or any of its directors, officers, employees, contractors, vendors, consultants or volunteers, or (iv) the Producer's failure to comply with any law, excepting however, any claims, demands, cause of action, lawsuits (whether at law or equity or both), proceedings, liabilities, losses, damages, expenses or costs caused by the sole negligent acts or willful misconduct of the City. This indemnity provision shall survive the termination of this Agreement.

9. Insurance. The Producer shall obtain insurance in accordance with Exhibit B. Furthermore, the Producer will be responsible for the preparation of the text for signage for operating procedures, rules and regulations of the Exhibition and liability limitation issues.

10. Termination. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement without any further obligations if the other party breaches any provision of this Agreement and thereafter fails to cure such breach within the thirty (30) day period following such notice. Notwithstanding the foregoing, the City may cancel the Exhibition(s) upon 30 day written notice to the Producer in the event of any circumstance that the City Council determines continuation of the Exhibition(s) would create a serious imminent danger to public health safety and welfare. In the event of any cancellation in accordance with the preceding sentence the City agrees to use its reasonable best efforts to identify another generally equivalent venue space for the Exhibition(s) as described above

that mitigates the serious imminent danger to public health safety and welfare and would be provided to the Producer at no additional Facility Use Fee, subject to availability.

11. Assignment. The Producer shall not assign, transfer, or convey (collectively "Assign") any or all of its rights under this Agreement without first obtaining City's written consent, which consent may be withheld in the sole and absolute discretion of City. In the event that Producer shall attempt to assign any or all of its rights under this Agreement without first obtaining such consent, City may, at its sole discretion, immediately terminate this Agreement and all rights and interests of Producer therein shall cease and terminate. Any purported assignment without the consent of City is null and void.
12. Independent Contractor. The Producer acknowledges, represents and warrants that it is not a joint venture with or partner of City, but rather is an independent contractor. City shall not be responsible for payment of any salaries, wages or compensation to the employees, contractors, vendors or volunteers of the Producer.
13. Force Majeure. Neither party will be liable for *any* failure or delay in the performance of its obligations hereunder on account of events beyond the reasonable control of such party, which may include, without limitation, government action, acts of God, war, terrorism, fire, flood, earthquakes or other natural disasters, denial-of-service attacks or communication line or power failures or material shortages or labor conditions provided that such party gives prompt notice to the other party, and use its commercially reasonable efforts to resume performance as soon as reasonably practicable.
14. Compliance with Laws. The Producer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation environmental laws and employment discrimination laws.
15. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter thereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by subsequent written instrument executed by both parties approved as to form by the City Attorney and approved by the City Council.
16. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits for any third parties.

17. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California without regard to principles or conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
18. **Attorneys' Fees.** In the event either party to this Agreement brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
19. **Claims.** Any claim by the Producer against City hereunder shall be subject to Government Code §§880 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after the accrual of the cause of action.
20. **Interpretation.** The Producer acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
21. **Severability.** Any provision of this Agreement to be found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
22. **Waiver.** The waiver by either party of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
23. **Discrimination.** The Producer shall not discriminate against any person on the basis of race, religion, color, sex, age, national origin, or physical handicap. The Producer shall make the Exhibition available on an equal basis to all interested individuals and organizations.
24. **Further Agreements.** It is the mutual desire and intent of the parties hereto to ensure that the Exhibition envisioned herein actually occurs because of the public benefits to the City and the community. Each party therefore agrees to negotiate in good faith in the event that any unforeseen issues or circumstances arise not anticipated at the time of this Agreement in order to ensure that the purposes of this agreement are fulfilled. Any changes to this Agreement shall be agreed to by the City and Producer and approved by the City Council.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California as of this day, March 15, 2022.

CITY OF REDONDO BEACH

FRIENDS OF REDONDO BEACH ARTS,
A 501c3 Non-Profit Organization

William C. Brand
Mayor

By: _____
Debbie Collette, President

Approved as to Form:

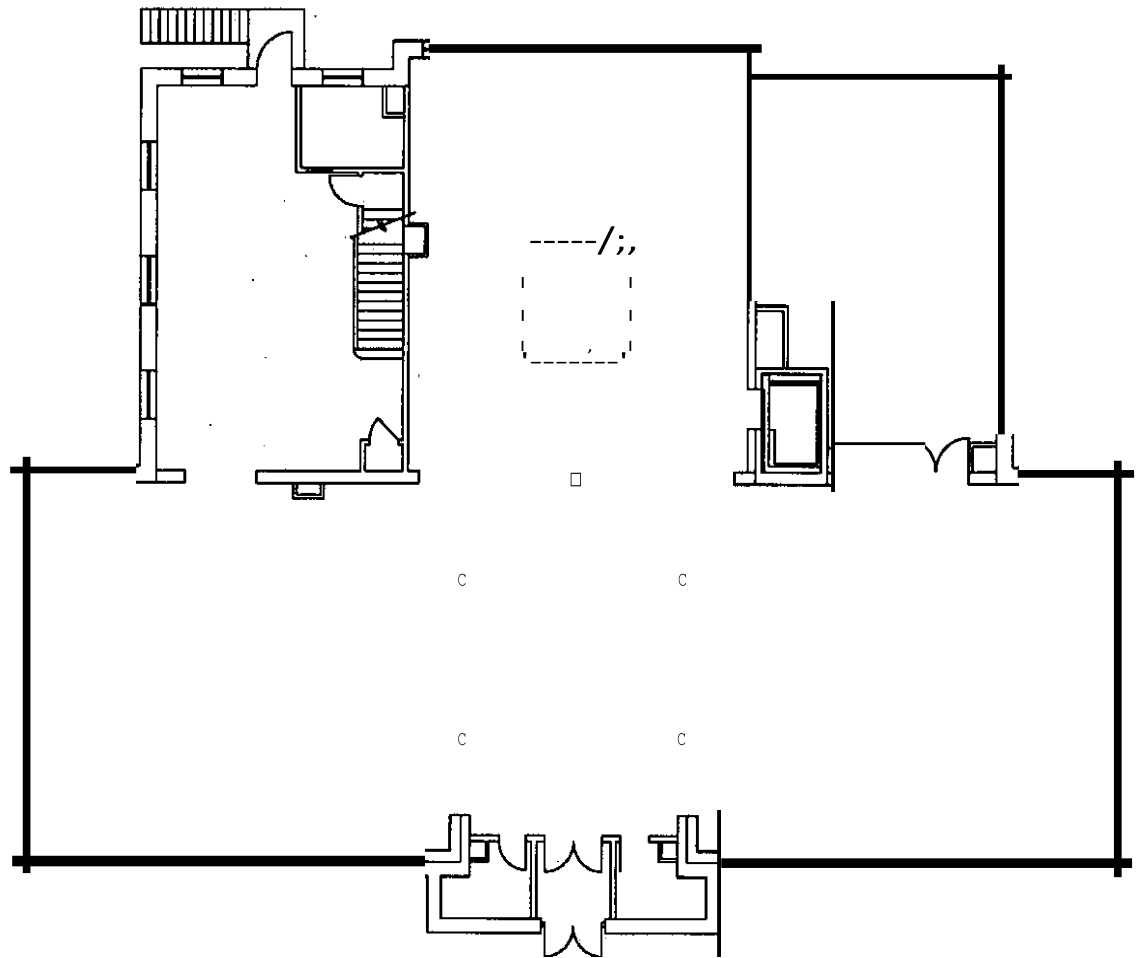
Michael W. Webb
City Attorney

ATTEST:

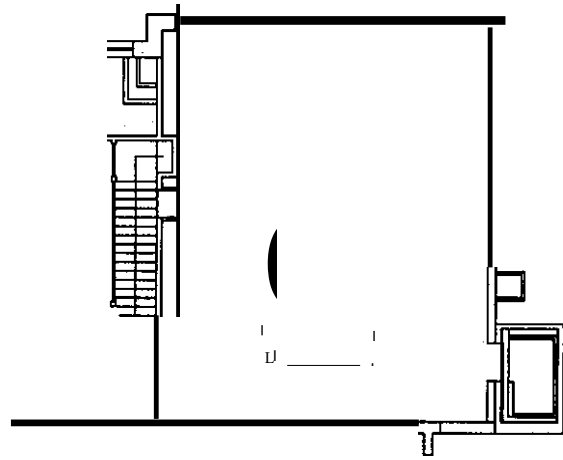
Eleanor Manzano,
City Clerk

**EXHIBIT A
PREMISES**

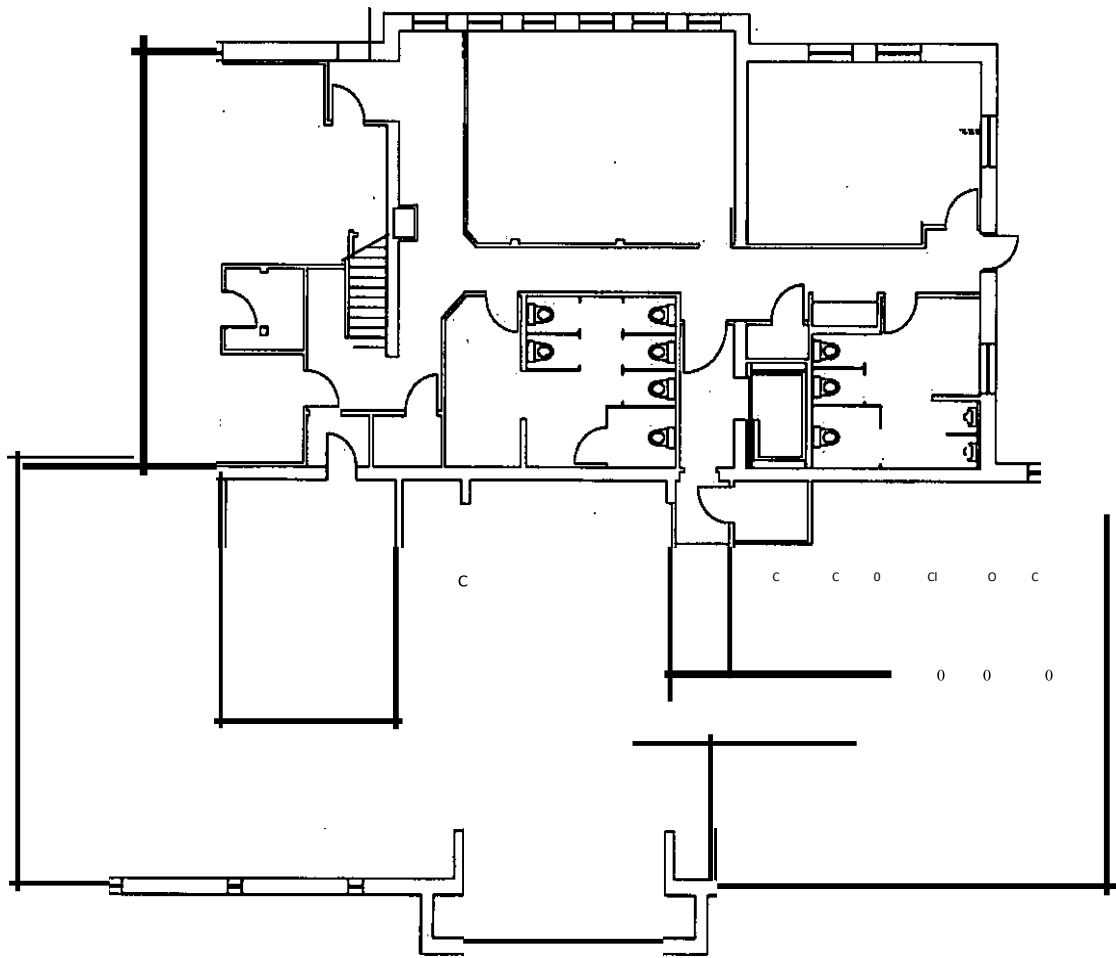
VETERANS PARK COMMUNITY CENTER FLOOR PLAN



**VETERANS PARK COMMUNITY CENTER
MAIN FLOOR**



VETERANS PARK COMMUNITY CENTER
MEZZANINE FLOOR



VETERANS PARK COMMUNITY CENTER
LOWER FLOOR

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.