

LICENSE TO USE TEMPORARY SPACE

This LICENSE TO USE TEMPORARY SPACE ("**License**") is entered into as of June 20, 2023, by and between 182ND REDONDO, LLC, a California limited liability company ("**Licensor**"), and the City of Redondo Beach, a municipal corporation ("**Licensee**") based on the following facts:

A. Licensor is the owner of that certain real property commonly known as 2819 182nd Street, Redondo Beach, California 90278 ("**Project**").

B. Licensee desires to temporarily use the building, including the interior and exterior areas of the Project ("**Temporary Space**") as more fully depicted in the attached Exhibit A which is incorporated herein by this reference.

C. Licensor is willing to grant Licensee a temporary, revocable license to utilize the Temporary Space for the purpose set forth herein, subject to and conditioned upon the following terms and conditions.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. License; Use. Licensor hereby grants to Licensee a temporary, revocable license to allow Licensee to use the Temporary Space for training purposes for the Redondo Beach Police Department and for no other purpose. Notwithstanding the foregoing, Licensee shall not do or permit to be done in or about the Temporary Space or the Project anything which is prohibited by or will in any way conflict with any law, statute, ordinance, regulation or restriction now in force or hereafter enacted encumbering the Project, or which is prohibited by or in conflict with any certificate of occupancy or business license for the Temporary Space, or which is prohibited by any standard form of fire insurance policy or will in any way increase the existing rate or affect any fire or other insurance upon the Project, the Temporary Space or any of its or their contents. Licensee shall not do or permit anything to be done in or about the Project or the Temporary Space which will in any way obstruct or interfere with the rights of Licensor or use or allow the Temporary Space to be used for any improper or unlawful purpose. Licensee shall not cause, maintain or permit any nuisance in, on or about the Temporary Space or the Project or permit or suffer to be committed any waste in, on or about the Temporary Space or the Project.

2. Term. The term of Licensee's license to use the Temporary Space shall commence on June 20, 2023 and end on December 31, 2023. Notwithstanding anything to the contrary, this License may be terminated by either party upon at least one (1) business day advance notice.

3. Waiver of Claims and Indemnity; Assumption of Risk. Licensee shall indemnify, defend and hold and save harmless Licensor and its members, partners, beneficiaries, trustees, officers, employees, and agents (collectively, "**Licensor Parties**") from and against any and all liability, claims, damages, costs and expenses, including without limitation, reasonable attorneys' fees, arising out of Licensee use of the Temporary Space or relating in any way to the grant of use contain in this License. Licensee hereby releases Licensor and waives all claims against Licensor for injury to persons, or damage to property or to any other interests of Licensee, sustained by Licensee, any Licensee employees, guests or invitees, or any other person or entity claiming through Licensee, resulting from any occurrence in or upon the Temporary Space or relating in any way to the grant of use in this License or Licensee's use of the Temporary Space except for such loss or damage caused by the negligence or willful misconduct of Licensor. . Without limitation of the foregoing, Licensee hereby solely assumes the risk of loss, damage, or injury to all of Licensee's personal property, any equipment and all automobiles or vehicles that may at any time be located at the Temporary Space, including from the risk of fire, casualty,

accident, collision, theft, vandalism, conduct of any third parties, and Licensor shall not be liable for any personal injury, death, theft or loss or damage to, property. Licensee's indemnification obligations hereunder shall survive the expiration or earlier termination of this License.

4. Insurance. Licensee shall obtain and maintain the following insurance at its sole cost through the entire term of this License, and for any insurance written on a claims-made basis, for a period of at least one (1) year following the completion or termination of this License, with respect to injury, death and property damage or loss occurring at the Temporary Space or arising out of Licensee's use of the Temporary Space or otherwise arising out of Licensee's act or occurrence on the Temporary Space. Required limits may be met through a combination of primary insurance and follow-form Excess/Umbrella Liability Insurance. The minimum limits of required insurance will in no event limit the liability or indemnification obligations of Licensee under this License.

A. Commercial General Liability insurance including bodily injury and property damage, personal and advertising injury liability, contractual liability, products/completed operations liability, independent contractor coverage, severability of interests, and a waiver of any right to limit liability to the amount of workers' compensation benefits paid, with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate;

B. Comprehensive Automobile Liability insurance including bodily injury and property damage, and covering all owned, non-owned and hired vehicles, in any amount not less than \$1,000,000 per occurrence, combined single limit, written on an occurrence form;

C. Workers' Compensation coverage in compliance with minimum statutory requirements;

D. Employer's Liability insurance with a minimum limit of \$1,000,000 each accident or disease; and

E. any other insurance required by law or reasonably requested by Licensor.

Licensee's Commercial General Liability insurance policies must be endorsed to name Licensor and any of its agents as additional insureds for purposes of this License, and must specify that coverage is primary and non-contributory to any other insurance available to such additional insureds. All required insurance must be endorsed to waive rights of subrogation and recovery against Licensor. Certificates of Insurance, including additional insured and waiver of subrogation endorsements, evidencing Licensee's compliance with the insurance requirements herein must be provided to Licensor prior to Licensee's entrance upon the Temporary Space. The minimum limits of policies of insurance required of Licensee under this License shall in no event limit the liability of Licensee under this License. Licensee's insurance shall be primary insurance as to all claims thereunder and shall provide that any insurance obtained by Licensor is excess and is non-contributing with the insurance requirement of Licensee. Licensor acknowledges that Licensee is self-insured.

5. Condition of Temporary Space; Maintenance and Repair; Alterations. Licensee agrees to accept the Temporary Space in its current "AS-IS" condition, and acknowledges and agrees that Licensor shall have no obligation to make any improvements to the Temporary Space. Licensee has inspected the Temporary Space and acknowledges that the Temporary Space is in a good, clean and safe condition and repair. Licensee shall maintain the Temporary Space in a good, clean and safe condition,

and shall upon expiration or earlier termination of the Term surrender the Temporary Space to Licensor in as good condition and repair as it is in on the date of this License. Licensee shall not have the right at any time to make any alterations, modifications or additions to the Temporary Space without Licensor's express written consent, in Licensor's sole and absolute discretion. Any alterations, modifications or additions to which Licensor has consented shall be performed at Licensee's sole cost and expense by a contractor pre-approved by Licensor. If permitted alterations are made, they shall be and become the property of Licensor, except that Licensor may, by giving written notice to Licensee given prior to the end of this License, require Licensee, at Licensee's expense, to remove any alterations installed by Licensee, and to repair any damages to the Temporary Space caused by such removal.

6. Rights of Licensor. Licensor and its agents shall have the right to enter the Temporary Space at all reasonable times for the purpose of examining or inspecting the same, serving or posting and keeping posted thereon notices as provided by law, or which Licensor deems necessary for the protection of Licensor or the Project and for making such alterations, repairs, improvements or additions to the Temporary Space or to the Project as Licensor may deem necessary or desirable. If Licensee shall not be personally present to open and permit an entry into the Temporary Space at any time when such an entry by Licensor is necessary or permitted hereunder, Licensor may enter by means of a master key or may enter forcibly without liability to Licensee and without affecting this License.

7. Surrender. Upon the expiration of the term of this License, or upon any earlier termination of this License, Licensee shall quit and surrender possession of the Temporary Space to Licensor in as good order and condition as the same are now, and shall, without expense to Licensor, remove or cause to be removed from the Temporary Space any Alterations required to be removed pursuant to the terms of this License, all debris and rubbish, telephone and data cabling and all articles of personal property installed or placed in the Temporary Space, and Licensee shall repair all damage to the Temporary Space resulting from the installation and removal of such items to be removed.

8. Attorneys' Fees. Should any litigation be commenced between the parties to this License concerning the Temporary Space, this License, or the rights and duties of either in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

9. No Tenancy. Licensee acknowledges and agrees that this License does not create any tenancy in the Temporary Space or any possessory interest to the Temporary Space, and Licensee hereby waives and relinquishes any claims therefor.

10. Personal License. This License is personal to Licensee and Licensee shall not have the right to assign its rights hereunder to, or to allow the use of all or any portion of the Temporary Space at any time by, any other person or entity.

11. Revocation. Notwithstanding anything to the contrary contained herein, Licensor shall have the absolute right to immediately terminate and revoke this License should Licensee default in any of its duties or obligations under this License. Upon any such termination or revocation of this License, Licensee shall immediately vacate the Temporary Space and surrender the same to Licensor in as good condition and repair as it is in on the date of this License.

12. No Brokerage. No brokerage commission or similar fee shall be paid by Licensor to any person or entity by virtue of this License or Licensee's use of the Temporary Space, and Licensee shall indemnify, defend with counsel acceptable to Licensor, and hold Licensor free and

harmless from any claim for a brokerage commission or similar fee attributable to this License or Licensee's use of the Temporary Space.

13. Time of Essence. Time is of the essence as to each of the terms, provisions conditions and requirements contained in this License.

14. Governing Law. This License shall be governed by and construed in accordance with the laws of the State of California.

15. Rules and Regulations. In addition to the foregoing, Licensee agrees, in connection with this License and its use of the Temporary Space, to abide by any and all rules and regulations promulgated by Licensor with respect to the Temporary Space which shall be provided to Licensee prior to Licensee's use of the Temporary Space.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties have executed this License as of the date first above written.

“LICENSOR”

182ND REDONDO, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

Address:

450 Duley Road
El Segundo, California 90245
Attn: Legal Department

“LICENSEE”

City of Redondo Beach,
a municipal corporation

By: _____

Name: William C. Brand

Title: Mayor

Address:

401 Diamond Street
Redondo Beach, CA 90277
c/o Redondo Beach Police Department

ATTEST:

By: _____

Name: Eleanor Manzano

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Michael W. Webb

Title: City Attorney

APPROVED:

By: _____

Name: Diane Strickfaden

Title: Risk Manager

EXHIBIT A
DEPICTION OF TEMPORARY SPACE











