

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE
CITY OF HUNTINGTON BEACH AND VISIT HUNTINGTON BEACH

THIS NON-EXCLUSIVE LICENSE AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California ("Licensor"), and VISIT HUNTINGTON BEACH ("Licensee"), a nonprofit 501(c)(6) organization.

WHEREAS, Licensee represents and warrants that it is a non profit 501(c)(6) organization that wishes to disseminate information regarding events and activities in the City of Huntington Beach; and

That there are no lawsuits or claims against it or any of its employees, agents or volunteers, for negligence, violations of law or misconduct; and

The City constructed a kiosk on Pier Plaza that, in part, houses an information center as well as an automated teller machine.

Licensor has relied on Licensee's above representation and warranties as a basis for entering into this Agreement and on that basis desires to allow such use.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. PREMISES AND PERMISSION TO USE

Licensor owns the real property known as Pier Plaza located in Huntington Beach, California (hereafter the "Premises). Licensor also owns the Kiosk building ("Kiosk") located on Premises. **Exhibit "A"** contains the exact location of the Kiosk (excluding those portions of the Kiosk that will be used exclusively as an automated teller machine (ATM)); drawings and sketches of the Kiosk are also depicted on **Exhibit "A."** Exhibit A is attached hereto and incorporated by this reference. Licensor grants to Licensee a non-exclusive license to occupy and operate the Kiosk

within the Premises, to disseminate information regarding events and activities in the City of Huntington Beach, and conduct limited retail sales of visitor information, programs, and a small assortment of Huntington Beach related items. Licensor's City Manager has the right to approve all items offered for sale. The license granted herein is conditioned on Licensee operating the Kiosk discussed herein.

The right and permission of Licensee is subordinate to the prior and paramount right of Licensor to use the Premises for public purposes to which it is now and may, at the option of Licensor, be devoted. Licensee undertakes and agrees to use the Premises and to exercise this license at all times in such manner as will not unreasonably interfere with the full use and enjoyment of the Premises by Licensor.

Licensee hereby acknowledges title to the Premises is vested in Licensor and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of the Premises shall be referable solely to the permission herein given. Licensee agrees to obtain prior written approval from Licensor which may be withheld at the sole discretion of Licensor before any alteration or expansion of the Premises.

2. LICENSEE'S RESPONSIBILITIES FOR OPERATING A KIOSK AT PIER PLAZA

A. General Requirements:

(1) Obtain and maintain any governmental licenses, permits and approvals required to enable Licensee to operate the Kiosk as provided herein on the Premises;

(2) Provide fully qualified staff in accordance with any applicable governmental and/or City requirements;

(3) Provide any equipment, supplies and materials required to operate the Kiosk;

(4) Allow ATM owner / employees or their designees access to the frontloading ATM for repair, maintenance, cash removal and/or any other access requirements that will be detailed in a separate agreement between the Licensor and the owner of the ATM. Said terms and conditions will be provided to Licensee upon execution by Licensor and ATM owner. Licensee is aware of and agrees that the City at its sole and absolute discretion may negotiate terms and conditions of the ATM including location of equipment, hours of operation, construction schedule maintenance etc. and that those terms and conditions may conflict with terms and conditions of this License; in the event of a conflict, the terms and conditions contained in the agreement between Licensor and ATM owner shall govern.

(5) Licensee shall not obstruct, cause or permit any obstruction surrounding the Premises or any part thereof in any manner whatsoever.

B. Maintenance Requirements:

(1) Licensee shall be solely responsible for all exterior and interior maintenance, including landscaping (if needed), roof, paint, and flooring etc. (except for actual ATM machine and enclosed ATM interior area). All choices of exterior paint color must be submitted to Licensor's Director of Community & Library Services for approval; and

(2) Licensee shall be solely responsible for non-custodial interior maintenance including any modifications made to interior kiosk space, voice or data equipment etc.

(3) Licensee shall be solely responsible for all interior custodial maintenance of the Premises;

(4) Licensee shall comply with all written notices served by Licensor with regard to the care and maintenance of the Premises as provided herein. The written notice will specify the work to be done, the estimated cost of such work and the period of time deemed to be reasonably necessary for completion of such work. Should Licensee fail to comply with Licensor's

written notice within fifteen (15) days, or within a time deemed reasonably necessary as specified on the notice, Licensor shall then proceed to cause the required work to be performed and Licensee shall be responsible for the cost of such work.

3. LICENSOR'S RESPONSIBILITIES

Licensor shall be responsible for providing to Licensee the Premises for Licensee to provide services set forth herein. Licensor and Licensee will determine hours of operation which must be approved in writing by the Director of Community & Library Services at his or her sole discretion.

4. LICENSE FEE

Licensee shall pay Licensor Two Hundred Dollars (\$275.00) per month plus annual increases of 3% for use of the Premises (the "License Fee"). License fee shall become due and payable on an annual basis on the month and date of the commencement of this License.

5. TIME OF ESSENCE

Time shall be the essence of this Agreement and each and all of its terms, covenants or conditions in which performance is a factor.

6. TERM

This Agreement shall commence at 12:01 a.m. on January 1, 2025 at 12:01 a.m., for a five-year term, which shall expire at 11:59 p.m. on December 31, 2029, unless extended, or sooner terminated, as provided for herein. At the end of the initial term, this Agreement may renew for one additional five-year term unless either party, with or without cause, gives the other party a minimum of thirty (30) days written notice prior to expiration of the license of its intent not to renew for the additional term.

7. NON-POSSESSORY INTEREST

Licensor retains full possession of the Premises and any improvements or personal property owned by Licensor on the Premises. Licensee will not acquire any interest in the Premises, improvements or property, either temporary, permanent, irrevocable, possessory or otherwise, by reason of this Agreement or by the exercise of the permission given herein. Licensee shall make no claim to any such interest. Any violation of this provision by Licensee will immediately void and terminate this Agreement.

8. NON-RECORDING

Licensee shall not record this Agreement.

9. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Licensee hereby agrees to protect, defend, indemnify and hold harmless Licensor, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with Licensee's, (or Licensee's sublicensee, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by Licensee, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of Licensor. Licensor shall be reimbursed by Licensee for all costs and attorneys' fees incurred by Licensor in enforcing this obligation. Licensee will conduct all defense at its sole cost and expense and Licensor shall approve selection of Licensee's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Licensee.

10. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Licensee acknowledges awareness of Section 3700 *et seq.* of the California Labor Code, which requires every employer to be insured against liability for workers' compensation. Licensee covenants that it shall comply with such provisions prior to the commencement of this Agreement. Licensee shall obtain and furnish to Licensor workers' compensation and employers' liability insurance in amounts not less than the State statutory limits. Licensee shall require all its sublicensees and contractors to provide such workers' compensation and employers' liability insurance for all of the sublicensees' and contractors' employees. Licensee shall furnish to Licensor a certificate of waiver of subrogation under the terms of the workers' compensation and employers' liability insurance and Licensee shall similarly require all sublicensees and contractors to waive subrogation.

11. GENERAL PUBLIC LIABILITY INSURANCE

In addition to the workers' compensation and employers' liability insurance and Licensee's covenant to defend, hold harmless and indemnify Licensor, Licensee shall obtain and furnish to Licensor, a policy of general public liability insurance, including motor vehicle coverage against any and all claims arising out of or in connection with the Premises. This policy shall indemnify Licensee, its officers, employees and agents, while acting within the scope of their duties, against any and all claims arising out of or in connection with the Premises, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000.00) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000.00) for the Premises. This policy shall name Licensor, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically

provide that any other insurance coverage which may be applicable to the Agreement shall be deemed excess coverage and that Licensee's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage in excess of \$5,000.

12. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED

ENDORSEMENTS

Prior to commencement of this Agreement, Licensee shall furnish to Licensor certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverages as required by this Agreement; these certificates shall:

- (a) provide the name and policy number of each carrier and policy;
- (b) shall state that the policy is currently in force; and
- (c) shall promise to provide that such policies shall not be canceled or modified without thirty (30) days' prior written notice of Licensor; however ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Licensee shall maintain the foregoing insurance coverages in force during the entire term of the Agreement or any renewals or extensions thereof or during any holdover period.

The requirement for carrying the foregoing insurance coverages shall not derogate from Licensee's defense, hold harmless and indemnification obligations as set forth in this Agreement. Licensor or its representatives shall at all times have the right to demand the original or a copy of any or all the policies of insurance. Licensee shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

13. INSURANCE HAZARDS

Licensee shall not commit or permit the commission of any acts on the Premises nor use or permit the use of the Premises in any manner that will increase the existing rates for, or cause the cancellation of any liability, property, or other insurance policy for the Premises or required by this Agreement. Licensee shall, at its sole cost and expense, comply with all requirements of any insurance carrier providing any insurance policy for the Premises or required by this Agreement necessary for the continued maintenance of these policies at reasonable rates.

14. RELOCATION AND ASSISTANCE

In the event this Agreement is terminated for any reason by Licensor, Licensee shall not be entitled to any relocation rights or benefits and expressly waives such benefits and rights under local, State or Federal relocation assistance plans.

15. INSPECTION OF PREMISES

Without advance notice given by Licensor to Licensee, Licensee shall permit Licensor or Licensor's agents, representatives or employees to enter the Premises at all reasonable times for the purpose of inspecting, investigating and surveying the Premises to determine whether Licensee is complying with the terms of this Agreement and for the purpose of performing other lawful acts that may be necessary to protect Licensor's interest in the Premises or to perform Licensor's duties under this Agreement. Licensor also shall have the right in its sole discretion to perform any and all work of any nature necessary for the preservation, maintenance and operation of property owned, controlled or occupied by Licensor. If practicable, Licensee shall be given reasonable notice when such work becomes necessary, and Licensee shall adjust its operations on the Premises in such a manner that Licensor may proceed.

16. LICENSOR'S OPTION TO CLOSE THE PREMISES

Licensor may close the Premises without liability whatsoever and without advance notice to Licensee therefore at any time as Licensor in its sole discretion deems necessary for the protection of life, limb or property, or for public health, safety or welfare purposes, or upon reasonable notice to effect any repair, remodeling or rebuilding deemed necessary by Licensor in its sole discretion. In addition, upon reasonable notice, Licensor may close the Premises at its sole discretion without liability whatsoever if Licensor is hosting an event in the area that conflicts with the operation of the Kiosk. Determination of said conflict shall be at the sole discretion of the Director of Community & Library Services.

17. PUBLIC NECESSITY

Licensor may, suspend or revoke this Agreement without liability to Licensee when public necessity so requires, or suspend operation immediately hereunder temporarily in the event of public emergency, as may be determined by the City Manager in his or her sole discretion. Such suspension will terminate when the public necessity or emergency no longer exists.

18. PAYMENT OF UTILITY CHARGES

Licensee shall open its own account with Southern California Edison and shall pay, and hold Licensor and the property of Licensor, free and harmless from, all charges for all public utility services including gas, water electricity, on the Premises during the entire term of this Agreement or any renewals or extensions thereof.

19. PERSONAL PROPERTY TAXES AND BUSINESS LICENSE

Licensee shall timely pay all taxes, assessments, or other charges levied or imposed by any governmental entity on the trade fixtures and other personal property placed by Licensee in, on, or about the Premises including, without limiting the generality of the other terms used in this Section, any shelves, counters, partitions, fixtures, machinery and equipment, brought on the

Premises by Licensee. If required by ordinance, Licensee shall maintain a business license from Licensor.

20. PAYMENT OF OBLIGATIONS

Licensee shall promptly pay, at its sole cost and expense, before they become delinquent, any and all bills, debts, liabilities and obligations incurred by Licensee in connection with Licensee's occupation and use of the Premises and/or operation of the Information Kiosk. Upon request, Licensee shall promptly furnish to Licensor satisfactory evidence establishing such payment.

21. COMPLIANCE WITH LAWS

Licensee, at its sole cost and expense, shall comply with all statutes, ordinances, regulations and requirements of all governmental entities, including, without limitation, Federal, State, county or municipal, relating to Licensee's use and occupancy of the Premises whether such statutes, ordinances, regulations and requirements be now in force or hereinafter enacted. This Agreement is expressly subject to the laws, regulations and policies of Licensor. Licensee shall deliver to Licensor a copy of any notice from any governmental entity received by Licensee regarding any alleged violation of law regarding the Agreement or Premises or from any person allegedly entitled to give notice under any conditions, covenants, or restrictions binding or affecting the Premises. The judgment of any court of competent jurisdiction, or the admission by Licensee in a proceeding brought against Licensee by any government entity, that Licensee has violated any such statute, ordinance, regulation or requirement shall be conclusive as between Licensor and Licensee and shall be grounds for termination of this Agreement by Licensor.

22. DAMAGE, DESTRUCTION OR NUISANCE

Licensee shall not commit or permit the commission by others of any damage or destruction of, on, or to the Premises. Licensee shall not maintain, commit or permit the

maintenance or commission of any nuisance as defined in Section 3479 and/or Section 3480 of the *California Civil Code* on the Premises; and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

23. LIENS

Licensee shall not permit any mechanics' or materialmen's or other liens to stand against the Premises by reason of any use or occupancy by Licensee, or any person claiming under Licensee. If Licensee desires to contest or withhold any payment which would lead to the placement of any liens or contest any such liens, then prior to commencing such contest and withholding, Licensee shall furnish Licensor with a bond to secure the payment of such obligation and obtain Licensor's prior written approval of the bond.

24. NO CONDEMNATION VALUE TO LICENSEE

If any property described herein or hereinafter added hereto is taken in eminent domain, the entire award shall be paid to Licensor. This Agreement shall have no condemnation value to Licensee.

25. TERMINATION

Licensor or Licensee may terminate this Agreement upon thirty (30) days prior written notice to either party.

26. INSTALLATION AND REMOVAL OF TRADE FIXTURES

Licensee shall provide any equipment, supplies and materials required to operate the Information Kiosk. In addition, Licensee may with prior written consent of the Licensor during the term of this Agreement and any renewal or extension thereof, at Licensee's sole cost and expense, install and affix in, to, or on the Premises such items, herein called "trade fixtures," for use in Licensee's trade or business as Licensee may, deem advisable. Any and all such trade fixtures that can be removed without structural damage to the Premises shall remain the property of Licensee

and may be removed by Licensee at any time prior to the expiration or sooner termination of this License.

27. RESTORATION AND SURRENDER OF PREMISES/TITLE TO IMPROVEMENTS

On expiration or termination of this Agreement, Licensee shall, without compensation to Licensee, promptly surrender and deliver the Premises to Licensor in as good condition as such were at the commencement date of this Agreement, reasonable wear and tear excepted. Licensee also shall, without compensation to Licensee, surrender all improvements to Licensor in good condition and repair, ordinary wear and tear excepted, free and clear of all liens and encumbrances. Licensee also shall remove all of its trade fixtures and other personal property (all trade fixtures and/or personal property purchased by the City shall remain the property of the City and shall not be removed). Licensor may in its sole discretion accept all or any portion of the Premises, as then improved with improvements and no sum whatsoever shall be paid to Licensee or any other person; or Licensor may require Licensee to remove all or any portion of such improvements, at Licensee's own risk and cost and expense; or Licensor may itself remove or have removed all or any portion of such improvements, at Licensee's own risk and cost and expense. If required by Licensor to do so, in removing any such improvements, Licensee shall restore the Premises as nearly as possible to the conditions existing prior to their installation or construction. All such removal and restoration shall be to the satisfaction of Licensor and shall be completed within thirty (30) days of the expiration or termination of this Agreement, provided, however, that Licensee shall be considered a holdover licensee after expiration or termination of the Agreement until the time Licensee completes this removal and restoration work, including, without limitation, the removal of all of its trade fixtures and other personal property left on the Premises. In addition, all of Licensee's trade fixtures and other personal property left on the Premises after the expiration

of this 30-day period, regardless of cause, shall be deemed abandoned by Licensee. In Licensor's sole discretion, it may choose to do one or more of the following: (1) take any or all of such trade fixtures and other personal property as Licensor's property; (2) store any or all of such trade fixtures and other personal property in a public warehouse or other location at the sole cost, expense and risk of Licensee, and for the account and in the name of Licensee; or (3) dispose of any or all of such trade fixtures and other personal property at the sole cost, expense and risk of Licensee. In addition, Licensee's indemnification, hold harmless and defense obligations set forth in this Agreement shall apply to such trade fixtures and/or other personal property, and to Licensor's action with respect thereto.

28. DEFAULT BY LICENSEE

Should Licensee default in the performance of any of the terms, conditions, or obligations contained in the Agreement, Licensor may, in addition to the remedies specified herein, re-enter and regain possession of the Premises in the manner provided by the laws of the State of California then in effect.

29. INSOLVENCY OF LICENSEE

The insolvency of Licensee as evidenced by a receiver being appointed to take possession of all or substantially all of the property of Licensee, or the making of a general assignment for the benefit of creditors by Licensee, or the filing of a petition in bankruptcy shall terminate this Agreement and entitle Licensor to re-enter and regain possession of the Premises.

30. CUMULATIVE REMEDIES

The remedies given to Licensor in this Agreement shall not be exclusive, but shall be cumulative and in addition to all remedies now and hereafter allowed by law or elsewhere provided in this Agreement.

31. NO ASSIGNMENT OR SUBLICENSE

This Agreement is personal to Licensee, and Licensee shall not assign, sublicense, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

32. WAIVER OF DEFAULT

The waiver by Licensor of any default by Licensee of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent default by Licensee either of the same or another provision of this Agreement.

33. CONSENT

When Licensor's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

34. FORCE MAJEURE – UNAVOIDABLE DELAYS

Should the performance of any act required by this Agreement to be performed by either Licensor or Licensee be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act shall be extended for a period equivalent to the period of delay, and performance of the act during the period of delay shall be excused. Provided, however, that nothing contained in this Section shall excuse the prompt payment of the License Fee or other consideration by Licensee as required by this Agreement or the performance of any act rendered difficult solely because of the financial condition of the party, Licensor or Licensee, required to perform the act.

35. NOTICE

Unless specifically providing for verbal or electronic notice, all notices, certificates, or other communications required to be given hereunder shall be in writing and made in the following manner, and shall be sufficiently given and deemed received when (a) personally delivered; or (b) three (3) business days after being sent via United States certified mail – return receipt requested; or (c) one (1) business day after being sent by reputable overnight courier, in each case to the addresses specified below; provided that Licensor and Licensee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

LICENSOR:
City of Huntington Beach
Attn: Director of Community Development
2000 Main Street
Huntington Beach, CA 92648

LICENSEE:
VISIT HUNTINGTON BEACH
Attn: Kelly Miller, President and CEO
155 5th Street, Suite 111
Huntington Beach, CA 92648-5171

36. BINDING ON HEIRS AND SUCCESSORS

All the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their successors, including, without limitation, their assignees, encumbrancers, occupiers or users, sublicensees or other transferees. The provisions of this Section shall not be deemed as a (1) waiver of any of the prohibitions and conditions against assignments, encumbrances, occupations or uses, sublicensees or other transfers hereinbefore set forth, or (2) Licensor's consent thereto.

37. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the termination or expiration of this Agreement, shall so survive.

38. WAIVER OF CLAIMS

Licensee hereby waives any claim against Licensor, its officers, elected or appointed officials, employees, agents or volunteers for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part thereof, or caused by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the Agreement or any part thereof from being carried out.

39. CONFLICT OF INTEREST

Licensee warrants and covenants that no official or employee of Licensor, nor any business entity in which an official or employee of Licensor is interested, (1) has been employed or retained by Licensee to solicit or aid in the procuring of this Agreement; or (2) shall be employed by Licensee in the performance of this Agreement without the immediate written divulgence of such fact to Licensor. In the event Licensor determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of Licensor, Licensee, upon request of Licensor, shall terminate such employment immediately. For default or violation of this Section, Licensor shall have the right both to terminate this Agreement without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity. No official or employee of Licensor shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

40. INDEPENDENT CONTRACTOR

Licensee is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of Licensor. Licensee shall secure at its expense, and be responsible for all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions of Licensee and its

officers, agents and employees and all business licenses, if any, in connection with the services to be performed hereunder.

41. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

42. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

43. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this

Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

44. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

45. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

46. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who signed it.

47. ENTIRETY

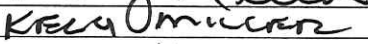
The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise have been made by that party, or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. The Agreement, and the attached exhibits, contain the entire agreement

between the parties respecting the subject matter of this Agreement, the Premises, the licensing of the Premises to Licensee, or the term created under this Agreement and supersede all prior understandings and agreements, whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 20__.

LICENSEE:

VISIT HUNTINGTON BEACH

By: 

print name

ITS: (circle one) Chairman President Vice President

AND

By: 
J.L. Martini
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

LICENSOR:

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

Mayor

City Clerk

INITIATED AND APPROVED:


Director of Community Development

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

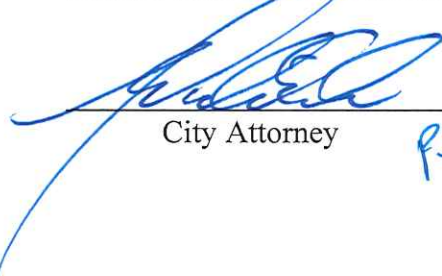

City Attorney *per*

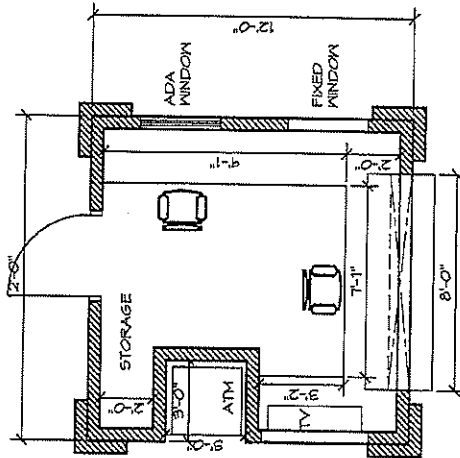
Exhibit A

WALL TYPE SCHEDULE

5 1/2" DRY STACK CHU WALL
REINFORCED & GROUT FILLED



FINAL DRAFT
NOT FOR
CONSTRUCTION



FLOOR PLAN

SCALE: 1/4" = 1'-0"



PLAN NORTH

PRELIMINARY

SHEET NO. **A2.1**

PROJECT: SIERRA SIX PACK SHOWER BUILDING	DATE: MM/DD/YY	REVISIONS	NO.	DATE	BY
PLANT SET: XXX	DATE: MM/DD/YY	REVISIONS	NO.	DATE	BY
SHEET TITLE: TITLES	DATE: MM/DD/YY	REVISIONS	NO.	DATE	BY
TITLE: TITLES	DATE: MM/DD/YY	REVISIONS	NO.	DATE	BY
PROJECT: SIERRA SIX PACK SHOWER BUILDING	DATE: MM/DD/YY	REVISIONS	NO.	DATE	BY
PLANT SET: XXX	DATE: MM/DD/YY	REVISIONS	NO.	DATE	BY
SHEET TITLE: TITLES	DATE: MM/DD/YY	REVISIONS	NO.	DATE	BY
TITLE: TITLES	DATE: MM/DD/YY	REVISIONS	NO.	DATE	BY

ROMTEC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2025

✓ c.l.c

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mavrik Financial & Insurance Services 5900 Canoga Ave., Ste. 380 Woodland Hills, CA 91367 License #: 6003402	CONTACT NAME: Shaun Campbell PHONE (A/C, No, Ext): (818)264-0300x E-MAIL ADDRESS: shaun@mavrikfinancial.com	FAX (A/C, No): (818)330-6810
	INSURER(S) AFFORDING COVERAGE	
INSURED Visit Huntington Beach 155 Fifth Street, Suite 111 Huntington Beach, CA 92648-5171	INSURER A: Hartford Underwriters Insurance Co.	
	INSURER B: United Financial Casualty Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 00002877-1544137 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		57SBABF4V16	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			01555744	12/23/2024	06/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is added as an Additional Insured with regard to the General Liability policy.

APPROVED AS TO FORM

By: *CEG*

MICHAEL E. GATES
CITY ATTORNEY

CERTIFICATE HOLDER

CANCELLATION CITY OF HUNTINGTON BEACH

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shaun Campbell

(SEC)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2024

N.C.K.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mavrik Financial & Insurance Services 5900 Canoga Ave., Ste. 380 Woodland Hills, CA 91367 License #: 6003402	CONTACT NAME: Shaun Campbell	FAX (A/C, No): (818)330-6810	
	PHONE (A/C, No, Ext): (818)264-0300x	E-MAIL ADDRESS: shaun@mavrikfinancial.com	
INSURED Visit Huntington Beach 155 Fifth Street, Suite 111 Huntington Beach, CA 92648-5171	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Underwriters Insurance Co.		
	INSURER B: United Financial Casualty Co.		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 00002877-1498951 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		57SBABF4V16	11/01/2024	11/01/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			01555744	06/23/2024	12/23/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Certificate Holder is added as an Additional Insured with regard to the General Liability policy.

APPROVED AS TO FORM

By:

MICHAEL E. GATES
CITY ATTORNEY

CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (SEC)
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HUNTBEA-01

BELMA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C41366 E-COMP, A Division of Granite Insurance Brokers 360 Lindbergh Avenue Livermore, CA 94551	CONTACT NAME: Jonny O'Donnell PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: jodonnell@goecomp.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: AmGUARD Insurance Company	
NAIC #	
42390	
INSURED	INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
Huntington Beach Marketing & Visitors Bureau 155 Fifth Street, Suite 111 Huntington Beach, CA 92648	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			HUWC566888	5/19/2024	5/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ _____ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ _____ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ _____ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All operations usual and incidental to those of the named insured's business.

CERTIFICATE HOLDER The City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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