

DONATION AGREEMENT BY AND BETWEEN THE CITY OF
HUNTINGTON BEACH AND SUNSHINE MAKERS INC., dba SIMPLE GREEN

This Donation Agreement (the "Agreement") is made and entered into by and between the City of Huntington Beach, a California municipal corporation and charter city ("City"), and Simple Green, a California Corporation, ("Donor").

RECITALS

City and Donor are parties to that certain Memorandum of Understanding dated June 10th, 2026; and

Donor has agreed to donate \$8,000 in invoice value of hand soap at 10.99 per gallon; and

Donor desires to donate and City desires to accept the hand soap and place in certain City restrooms as described herein,

AGREEMENT

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective Date.

This Agreement shall be effective upon on the date it is approved by the City Council of City ("Effective Date").

2. Donation.

In accordance with and subject to the terms and provisions of this Agreement, Donor is willing to donate \$8,000 in invoice value of hand soap at 10.99 per gallon. The City agrees that the soap will only be used in the new beach area soap dispensers and beach restrooms with hand sinks and main promenade parking structures. City further agrees that in consideration of the donation, a Simple Green Sticker will be placed on these soap dispensers until the \$8,000 in invoice value is exhausted. Neither Donor nor any agents, representatives, or employees of Donor have made any representations or warranties to the City or the City's Agents with respect to the condition, value, fitness, or use of the soap upon which the City has relied directly or indirectly for any purpose. The City acknowledges that it has been afforded the opportunity to make such inspections as it desires of the soap and to obtain information regarding operative or proposed governmental laws and regulations to which the soap is or may be subject.

Except for those terms and provisions which expressly survive the termination of this Agreement, the City hereby completely releases and forever discharges Donor, Donor's employees, agents, or any other person acting on behalf of Donor, (collectively, the "Indemnitees") from and against all claims, actions, causes of action, demands, rights, damages,

costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen (collectively, "Claims") arising from or in any way growing out of or connected with the soap or any law or regulation applicable thereto (collectively, the "Released Matters").

3. Additional Representations and Warranties.

City warrants that this Agreement constitutes a binding obligation of City. Donor warrants that this Agreement constitutes a binding obligation of Donor.

4. Attorneys' Fees.

Should either party institute any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, each party shall bear its own costs and attorney's fees. The prevailing party shall NOT be entitled to receive any or all costs and expenses, including reasonable attorneys', consultants and expert witness fees incurred by such prevailing party in connection with such action or proceeding, at trial and on any appeal.

5. Assignment and Successors.

This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

6. Notices.

All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

Donor:

Sunshine Makers, Inc., dba Simple Green
15922 Pacific Coast Highway
Huntington Beach, CA 92649
Attn: Jeff Hyder

City:

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Attn: Police Chief

or to such other addresses as Donor and City may respectively designate by written notice to the other.

7. Entire Agreement.

The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve City of all further obligation or claims. Donor has no other right or claim to compensation arising out of or connected with the acquisition of the Facility by City.

8. Severability.

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

9. Counterparts.

This Agreement and any amendments hereto may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized officers on 6/10, 2026.

DONOR

By: [Signature]
Its: [Signature]

By: _____
Its: _____

CITY

Mayor

City Clerk

APPROVED AS TO FORM:

City ~~Attorney~~ **MANAGER**

INITIATED AND APPROVED:

[Signature]
Police Chief

REVIEWED AND APPROVED:

[Signature]
City ~~Manager~~ **ATTORNEY**