

FIRST RESTATED AND AMENDED LICENSE AGREEMENT  
BETWEEN THE CITY OF HUNTINGTON  
BEACH AND CONCOURS D'ELEGANCE GROUP  
FOR USE OF PUBLIC LIBRARY FACILITIES FOR  
ANNUAL CONCOURS CAR SHOW

THIS 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 ("City") and CONCOURS D'ELEGANCE GROUP, a Section 501(c)(3) non-profit public benefit corporation ("Concours") (collectively City and Concours are the "Parties").

WHEREAS, City owns the Huntington Beach Central Library, located at 7111 Talbert Avenue, Huntington Beach, California, 92648; and

In order to hold the annual Concours Car Show for the benefit of the community, City and Concours previously entered into that certain Agreement, dated April 11, 2016, entitled "License Agreement Between the City of Huntington Beach and Concours D'Elegance Group for Use of Public Library Facilities for an Annual Concours Car Show", and

City and Concours desire to enter into this First Restated and Amended License Agreement in place of the existing License Agreement; and

The Concours Car Show is conducted each calendar year on the first Saturday and Sunday of June on portions of Central Park north of the Huntington Beach Central Library; and

Concours requires this Agreement in order to obtain limited access to the Library during the calendar year in support of the Concours Car Show.

NOW, THEREFORE, the Parties covenant and agree as follows:

## SECTION 1. DESCRIPTION OF PREMISES

The description of the Premises is set forth in Exhibit "A", which is attached and incorporated herein by this reference. A map depicting the Premises is set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference.

## SECTION 2. GRANT OF LICENSE FOR USE OF THE PREMISES FOR CONCOURS CAR SHOW

In consideration of Concours donating the profits from the Concours Car Show to the Children's Resource Center of the Huntington Beach Public Library, City grants to Concours, for the purposes stated herein and pursuant to the terms of this Agreement, the right, privilege and duty to hold the Concours Car Show open to the public and City employees located on the Premises on the first Saturday and Sunday of June, plus preparation days on the preceding Monday through Friday and tear-down on the following Monday.

Concours shall not use the Premises for any purpose other than planning for and conducting the Concours Car Show.

## SECTION 3. PREPARATION FOR, CONDUCT OF, AND TEARDOWN OF CONCOURS CAR SHOW

A. Concours will obtain at its sole expense a Specific Event Permit pursuant to Chapter 13.54 of the Huntington Beach Municipal Code and all other permits required under State law and City ordinances necessary for its operation of the Concours Car Show on the Premises and shall maintain such permits throughout the time it uses the Premises. Concours shall comply with all local, state, and federal laws and ordinances in holding the Concours Car Show.

B. By no later than May 1 of each year, Concours shall appoint an on-site General Manager for the Concours Car Show with the experience and qualifications necessary to manage it. Concours shall obtain the approval of the City Library Director before appointing the Manager, which such approval shall not be unreasonably withheld.

The Manager shall not be changed or replaced without the City's prior consent. The Manager shall be on site at the Car Show from the beginning of set-up on the preceding Monday the Show through the teardown on the Monday following the Show.

C. The Concours shall employ the optimum number of employees, agents or volunteers to match the work requirements for the Concours Car Show.

D. Concours' General Manager shall obtain approval from the Library Director by no later than the Monday prior to the Concours Car Show of all activities within Central Park, the Library parking lot and the Premises.

E. Concours shall arrange with the Library Director or her designee to schedule and promptly pay for City staff the Director deems necessary to be at the Premises and/or the Library from the Monday prior to the Concours Car Show through the Monday following the Show. At a minimum, Concours shall pay for a minimum of twelve hours of City staff time, six (6) hours on Saturday morning and six (6) hours Sunday afternoon of the Concours Car Show.

E. Concours shall contract with Republic Services to provide trash receptacles for the Concours Car Show. Concours shall coordinate with City staff on their placement of the receptacles.

F. Concours shall not use the Central Library loading dock area except pursuant to a schedule approved by Library Director in advance of delivery or use.

Concours shall not cause the delivery of any materials or pallets to the Premises without first making satisfactory arrange with City staff at least three days prior to delivery.

G. Concours and City staff shall jointly establish the days, times and designated locations for parking by City Staff, and by Concours and its agents or volunteers from the Monday prior to the Concours Car Show through the teardown of the Show. The Parties also shall establish the number of automobiles, trucks, and other motorized and non-motorized vehicles that Concours and Concours' agents or volunteers may park at the Library.

H. Concours, through its General Manager, shall obtain approval from the Library Director at least three (3) days in advance of all deliveries of supplies and materials to the Premises.

I. Concours acknowledges and agrees that City may grant permits to third parties engaged in the production of still and motion pictures and related activities to take photographs or videos of or on the Premises, provided such activities shall not interfere with the Concours Car Show, all without providing Concours with notice or requiring consent by Concours.

J. City may close the Premises without liability and without advance notice to Concours at any time as City 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 City in its sole discretion.

K. City expressly reserves a right to enter upon the Premises during the preparation, operation and tear-down of the Concours Car Show with as much advance

written, verbal or electronic notice as reasonably possible to Concours for any reason associated with public health, safety or welfare, or for the protection of life, limb or property. In all other cases unless otherwise specifically set forth herein, City shall give Concours at least twenty-four (24) hours advance written, verbal or electronic notice.

L. Notwithstanding anything to the contrary, the sale or provision of alcoholic beverages and/or live entertainment in, on, or from the Premises is expressly forbidden, unless expressly permitted in writing by City in advance. For any proposed sale or provision of alcoholic beverages, Concours must first obtain written City approval prior to submitting any request for approval to the Alcohol Beverage Commission.

#### SECTION 4. CHARITABLE DONATION

A. After each Concours Car Show concludes, the Library Director will submit a letter requesting distribution of funds in support of the Children's Wing of the Library. Concours shall issue a check to the City for all funds in excess of the costs and expenses of the Concours Car Show. Payment will be delivered to City within sixty (60) calendar days after the Sunday of the show.

B. Concours agrees to make available for City inspection a complete and accurate set of Concours' books and records of all ticket sales. Concours further agrees that it will keep, retain, and preserve for the term of the Lease all records, books, or other evidence of ticket sales. City shall have the right, upon reasonable notice, during the Term and any extension thereof and within two (2) years after expiration or termination of this Agreement to inspect and audit Concours' books and records. Such inspection and audit shall be conducted by appointment scheduled in advance by agreement of the

Parties. Concours shall cooperate with City in scheduling and making the inspection and audit.

SECTION 5. ACCESS TO AND USE OF CENTRAL LIBRARY DURING  
CALENDAR YEAR

A. In order to facilitate the preparation of the Concours Car Show, during the calendar year, CONCOURS shall have the following limited access to the Library:

1. Access to the Balboa or Maddy Room shall be permitted once a month. Any additional meetings shall be arranged through the Library Director or her designee.

2. City staff will designate display space for promotional materials in support of the Concours Car Show for up to two months prior to the event.

Concours shall collect all unused materials within ten (10) days after the close of the Show.

B. During the Term of this Agreement, to the extent that Concours requires use of or access to the Central Library when it is otherwise closed to the public, Concours shall schedule access with the Library Director or her designee at least two weeks in advance.

C. Concours shall pay for the cost of supplemental City staff to provide after hours access to the Central Library. Concours shall make payment within fifteen (15) days of receipt of the invoice from the City. In the event that City does not receive timely payment, a late charge of five percent (5%) of the amount due shall be added to the amount due, with an additional late charge of five percent (5%) after thirty (30) days past due.

SECTION 6. PROHIBITED ACCESS TO AND USE OF CENTRAL  
LIBRARY AND PREMISES AT ALL TIMES

CONCOURS is prohibited from engaging in any of the following conduct on the Premises or Central Library at all times:

1. Access to or use of the City vehicles, computer network or City phones.
2. Access to or use of any City office space or work area closed to the general public.
3. Access to or use of Staff-only areas of the Central Library staff areas of the building.

SECTION 7. RESERVATIONS AND ENCUMBRANCES

A. City expressly reserves the right to license, convey, or encumber the Premises, in whole or in part, for any purpose not inconsistent or incompatible with the rights or privileges of Concours under this Agreement.

B. This Agreement is subject to pre-existing contracts, licenses, licenses, easements, encumbrances and claims affecting the Premises and it is made without warranty by City of title, condition or fitness of the licensed property for the stated or intended use.

SECTION 8. TERM

The Term of this Agreement shall be two (2) years. The Agreement shall commence at 12:01 AM on April 30, 2019, for a two (2) year term, which shall end at 11:59 PM on June 12, 2020, unless extended or sooner terminated, as provided for herein.

City may terminate the agreement at any time upon written notice to Concours for any reason, including convenience or cause. In the case of a termination for the City's convenience, Concours will be given 60 days written notice.

#### SECTION 9. CONDITIONS OF PREMISES

The taking of possession of the Premises by Concours shall constitute acknowledgment that the Premises are in good and tenantable condition. Upon taking possession of the Premises, Concours agrees to accept the Premises in their presently existing condition, "as is", and agrees that City shall not be obligated to make any alterations, additions or betterments thereto.

#### SECTION 10. ADDITIONS, ALTERATIONS AND REMOVAL

A. Concours shall make no modifications, alterations, removals or additions to the Premises, including, without limitation, construction of improvements or changes to structural design, landscape design, or interior or exterior furnishings, without Concours first obtaining the prior written approval of City.

B. Concours' obligation to obtain City's prior written approval is separate and independent of Concours's obligation to obtain a Specific Event Permit from the City.

#### SECTION 11. FACILITIES AND EQUIPMENT

City does not guarantee the uninterrupted provision of electricity or other utilities or service to the Premises, except to ensure that all reasonable and diligent efforts will be pursued in restoring interrupted service. The City shall not be held liable for any losses incurred by the Concours which may result from interruptions or failure of such service.

SECTION 12. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

A. Concours hereby agrees to protect, defend, indemnify and hold harmless City, 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 (including arbitration) of every nature or liability of any kind or nature) arising out of or in connection with (1) the use or occupancy of the Premises by Concours, its officers, employees or agents, or (2) the death or injury of any person or the damage to property caused by a condition of the Premises, or (3) the death or injury of any person or the damage to property caused by any act or omission of Concours, its officers, employees or agents, or (4) any failure by Concours to keep the Premises in a safe condition, or (5) Concours's (or Concours's agents and/or subleasee, if any) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by Concours, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of City.

B. Concours shall hold all Trade Fixtures, personal property and trade inventory on the Premises at the sole risk of Concours and save City harmless from any loss or damage thereto by any cause whatsoever, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

C. Concours will conduct all defenses at its sole cost and expense and City shall approve selection of Concours'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 Concours.

### SECTION 13. WORKERS' COMPENSATION AND EMPLOYERS'

#### LIABILITY INSURANCE

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

### SECTION 14. GENERAL PUBLIC LIABILITY INSURANCE

In addition to the workers' compensation and employers' liability insurance and Concours's covenant to defend, hold harmless and indemnify City, Concours shall obtain and furnish to City, 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 Concours, 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 that 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 City, 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 Concours'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.

#### SECTION 16. PROPERTY INSURANCE

A. Concours shall provide before commencement of this Agreement and shall obtain and furnish to City, at Concours's sole cost and expense, property and fire insurance with extended coverage endorsements thereon, by a company acceptable to City authorized to conduct insurance business in California, in an amount insuring for the full insurable value of all Improvements, Trade Fixtures, personal property whether or not owned or licensed by Concours, and all trade inventory in or on the Premises against damage or destruction by fire, theft or the elements. This policy shall contain a full replacement cost endorsement naming Concours as the insured and shall not contain a coinsurance penalty provision. The policy shall also contain an endorsement naming City as an Additional Insured.

B. The policy shall contain a special endorsement that such proceeds shall be used to repair, rebuild or replace any such Improvements, Trade Fixtures, personal property whether or not owned or licensed by Concours, and all trade inventory so damaged or destroyed; and if not so used, such proceeds (excluding any insurance proceeds for Trade Fixtures, personal property whether or not owned or licensed by Concours, and trade inventory, but only to the extent the insurance proceeds specifically cover those items) shall be paid to City.

C. The policy shall also contain a special endorsement that if the Premises are so destroyed triggering the Parties' ability to terminate as set forth in Section 21 (Destruction) below, and either party elects to terminate this Agreement, the entire amount of any insurance proceeds (excluding such proceeds for Trade Fixtures, personal property whether or not owned or licensed by Concours and trade inventory, but only to the extent the insurance proceeds specifically cover those items) shall be paid to City. The proceeds of any such insurance payable to City may be used, in the sole discretion of City, for rebuilding or repair as necessary to restore the Premises or for any such other purpose(s) as City sees fit.

D. The policy shall also contain the following endorsements:

1. The insurer shall not cancel or reduce the insured's coverage without (30) days prior written notice to City;

2. City shall not be responsible for premiums or assessments on the policy.

E. A complete and signed certificate of insurance with all endorsements required by this Section shall be filed with City prior to the execution of this Agreement.

At least thirty (30) days prior to the expiration or termination of any such policy, a signed

and complete certificate of insurance showing that coverage has been renewed shall be filed with City.

SECTION 17. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED  
ENDORSEMENTS

A. Prior to commencement of this Agreement, Concours shall furnish to City certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; these certificates shall:

1. Provide the name and policy number of each carrier and policy;
2. State that the policy is currently in force; and
3. Promise to provide that such policies shall not be canceled or modified without thirty (30) days' prior written notice of City; however ten (10) days' prior written notice in the event of cancellation for nonpayment of premium, which 10-day notice provision shall not apply to property insurance in Section 22 above.

B. Concours shall maintain the foregoing insurance coverage in force during the entire term of this Agreement or any renewals or extensions thereof or during any holdover period.

C. The requirement for carrying the foregoing insurance coverage shall not derogate from Concours's defense, hold harmless and indemnification obligations as set forth in this Agreement. City 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. Concours shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

#### SECTION 18. INSURANCE HAZARDS

Concours 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. Concours 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.

#### SECTION 19. MAINTENANCE OF PREMISES

Concours agrees to maintain the Premises in good order and repair, at Concours' sole cost and expense, during the entire term of this Agreement or any renewals or extensions thereof or during any holdover period, pursuant to the City's maintenance standards.

#### SECTION 20. DAMAGE, DESTRUCTION OR NUISANCE

Concours shall not commit or permit the commission by others of any damage or destruction of, on, or to the Premises. Concours 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 Concours shall not use or permit the use of the Premises for any unlawful purpose.

#### SECTION 21. BUSINESS LICENSE

Concours shall maintain a business license from City during the entire term of this Agreement or any renewals or extensions thereof or during any holdover period.

#### SECTION 22. SIGNS AND ADVERTISING

City shall have the right to approve in its sole discretion and at any time require Concours to change or remove signs, names, placards, decorations or advertising placed on, or inscribed, painted or affixed upon the Premises. Should City approve of any sign, name, placard, decoration or advertising, Concours shall maintain the same at all times during the entire term of this Agreement or any renewals or extensions thereof or during any holdover period in good appearance and repair. All signs, names, placards, decorations or advertising must comply with all requirements of any governmental authority with jurisdiction.

#### SECTION 23. NO ASSIGNING, SUBLEASING OR ENCUMBERING

A. The Parties acknowledge that City is entering into this Agreement in reliance upon the experience and abilities of Concours and its principals. Consequently, Concours shall not voluntarily assign, encumber or otherwise transfer its interest in or in the Premises, or sublicense all or any part of the Premises, or allow any other person or entity (except Concours's authorized representatives) to occupy or use all or any part of the Premises without the prior written consent of City, which consent shall not be unreasonably withheld.

B. 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, encumbrances, 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, sublicenses or other transfers hereinbefore set forth, or (2) City's consent thereto. If more than one licensee is a party to this Agreement, the obligations of the licensees shall be

joint and several. Even if City's consent is not required, Concours shall immediately provide City with written notice of any, assignment, encumbrance, occupation or use, sublicense or other transfer.

#### SECTION 24. DEFAULT

The occurrence of any one or more of the following events shall constitute a material breach of the terms of this Agreement by Concours:

1. Concours's failure to make any payment required to be made by Concours at the time required for payment under this Agreement.
2. Concours's failure to obtain or maintain the insurances as required under this Agreement.
3. Concours' violation of Section 4(L) (Sale of Alcoholic Beverages and Entertainment Prohibited), Section 12 (Indemnification, Defense and Hold Harmless Agreement), Section 23 (No Assigning, Subleasing or Encumbering), Section 27 (Hazardous Substances), Section 28 (Nondiscrimination), Section 30 (Conflict of Interest) or Section 32 (Compliance with Laws).

#### SECTION 25. TERMINATION

In the event of a default by Concours, City may at City's sole discretion terminate this Agreement by giving Concours written notice of termination. In the event City terminates this Agreement, City may recover possession of the Premises (which Concours shall immediately surrender and vacate upon demand) and remove all persons therefrom, and Concours shall comply with, without limitation, all requirements of this Agreement.

## SECTION 26. WAIVER OF CLAIMS

Concours hereby waives any claim against City, 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 this Agreement or any part thereof from being carried out.

## SECTION 27. HAZARDOUS SUBSTANCES

A. Concours represents and warrants that its use or occupation of the Premises shall not generate any Hazardous Substance (as defined below in this Section), and it shall not store or dispose on the Premises nor transport to or over the Premises any Hazardous Substance during the entire term of this Agreement or any renewals or extensions thereof or during any holdover period. The foregoing restrictions shall not be deemed to restrict or prohibit the use by Concours of ordinary cleaning products as customarily used in Concours's ordinary course of business at the Concession, if Concours complies with all provisions of law as to the use, storage and disposal of such products. Concours further agrees to clean up and remediate any such Hazardous Substance on the Premises.

B. Concours agrees to protect, defend, indemnify and hold harmless City, 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 (including arbitration) of every nature or liability of any kind or nature) arising out of or in connection with any

such Hazardous Substance and any damage, loss, or expense or liability resulting from any such Hazardous Substance including, without limitation, all attorney's fees, costs and penalties incurred as a result thereof except any relicense caused by the sole negligence or willful misconduct of City.

C. Concours will conduct all defense at its sole cost and expense and City shall approve selection of Concours'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 Concours.

D. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as a hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term, by any Federal, State or local environmental law, regulation or rule presently in effect or promulgated in the future, as such law, regulation or rule may be amended from time to time; and it shall be interpreted to include, without limitation, any substance which after relicense into the environment will or may reasonably be anticipated to cause sickness, death or disease.

#### SECTION 28. NONDISCRIMINATION

Concours and its agents or volunteers shall not discriminate because of race, religion, color, ancestry, sex, age, sexual orientation, family or marital status, national origin or physical handicap against any person by refusing to furnish such person any accommodation, facility, rental, service or privilege offered to or enjoyed by the general public. Nor shall Concours or its employees publicize the accommodation, facilities,

rentals, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, age, sexual orientation, family or marital status, national origin or physical handicap.

#### SECTION 29. LIENS

Concours shall keep the Premises free and clear from any and all liens, including, without limitation, mechanics' or materialmen's liens, claims and demands for work performed, materials furnished, or operations conducted on or about the Premises or by reason of any use or occupancy by Concours, or any person claiming under Concours. When applicable, Concours shall cause a notice of nonresponsibility to be posted and recorded pursuant to *California Civil Code* Section 3094.

#### SECTION 30. CONFLICT OF INTEREST

Concours warrants and covenants that no official or employee of City, nor any business entity in which an official or employee of City is interested, (1) has been employed or retained by Concours to solicit or aid in the procuring of this Agreement; or (2) shall be employed by Concours in the performance of this Agreement without the immediate written divulgence of such fact to City. In the event City 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 City, Concours, upon request of City, shall terminate such employment immediately. For breaches or violation of this Section, City 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 City shall have any financial

interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

#### SECTION 31. 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 City and Concours, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

##### CITY:

City of Huntington Beach  
ATTN: Deputy Director of Economic  
Development  
2000 Main Street, P.O. Box 190  
Huntington Beach, CA 92648

##### CONCOURS:

Bart and Diana McGrath  
Huntington Beach Concours D'Elegance  
P.O. Box 5578  
Huntington Beach, CA 92615-5578

#### SECTION 32. COMPLIANCE WITH LAWS

Concours, 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 Concours's use and occupancy of the Premises and/or operation of the Concession 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 City. Concours shall deliver to City a copy of any notice from any governmental entity received by Concours regarding

any alleged violation of law regarding this Agreement, Premises or the Concession 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 Concours in a proceeding brought against Concours by any government entity, that Concours has violated any such statute, ordinance, regulation or requirement shall be conclusive as between City and Concours and shall be grounds for termination of this Agreement by City.

#### SECTION 33. MODIFICATION

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

#### SECTION 34. INDEPENDENT CONTRACTOR

Concours 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 City. Concours shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Concours and its officers, agents and employees and all business licenses, if any, in connection with this Agreement and/or any services to be performed hereunder.

#### SECTION 35. 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.

SECTION 36. GOVERNING LAW

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

SECTION 37. 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. This Agreement, and the attached exhibits, contain the entire agreement between the Parties respecting the subject matter of this Agreement, the Premises, the leasing of the Premises to Concours, or 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 \_\_\_\_\_.

OPERATOR:  
CONCOURS D'ELEGANCE GROUP  
an Unincorporated Association

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

By: Bart P. McGrath  
BART McGRATH

\_\_\_\_\_  
Mayor

ITS: Chairman

\_\_\_\_\_  
City Clerk

AND

By: Diana L. McGrath  
DIANA McGRATH  
ITS: Vice Chairman

APPROVED AS TO FORM:

[Signature]  
City Attorney NW

INITIATED AND APPROVED:

[Signature]  
Deputy Director of Economic Development

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

Exhibits:

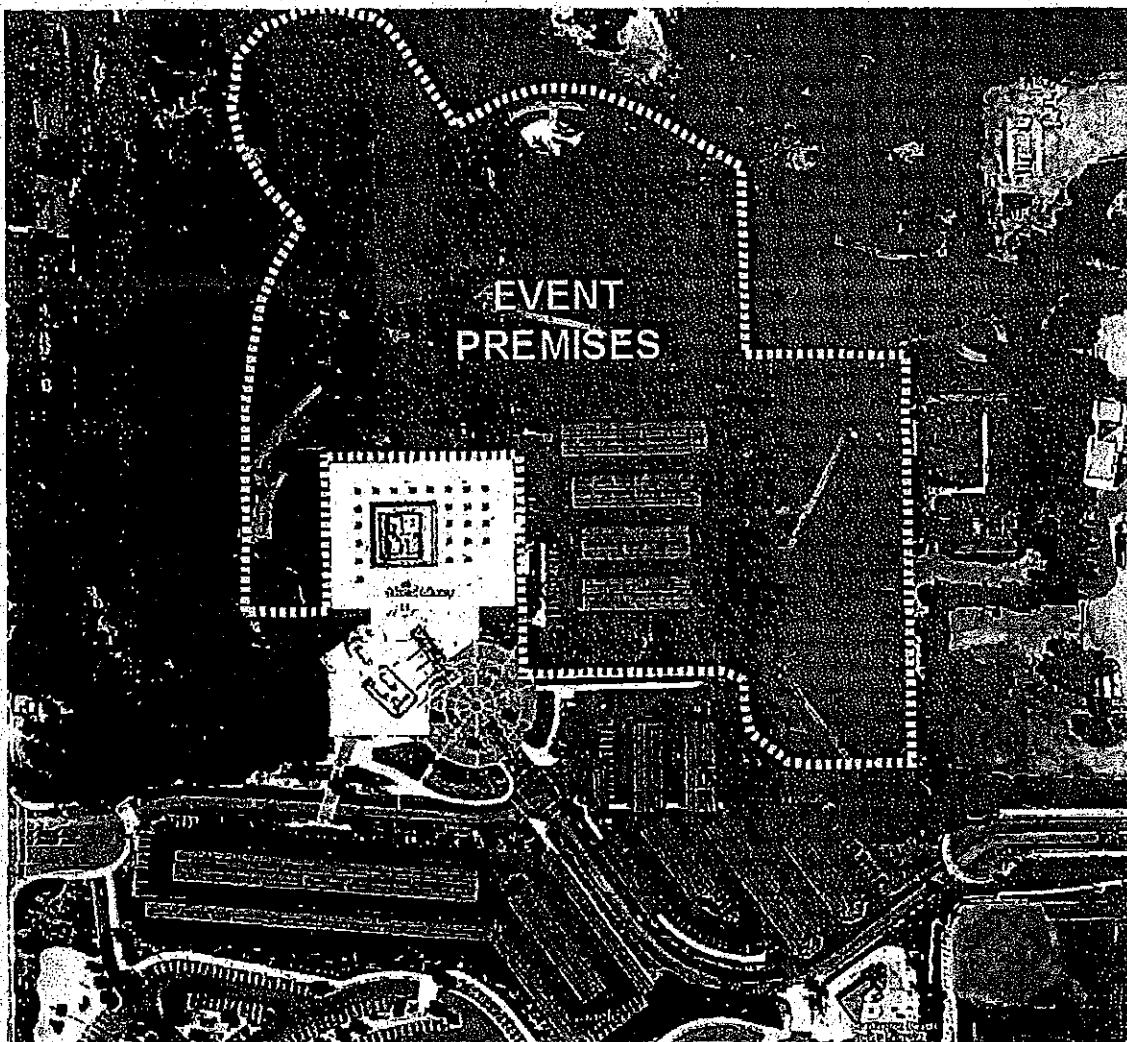
- A. Description of the Premises
- B. Map Depicting the Premises

## EXHIBIT A

### Description of the Premises:

The Premises consist of defined and limited areas of the Central Library located at 7111 Talbert Ave, Huntington Beach, California. These defined areas are made available for the purposes of the Concours event. The defined areas of the premises are 1) the area on the lower level of the original 1975 structure, by the rear loading dock, commonly referred to as the Library Acquisitions area, 2) Two of the small study rooms, located in the lower level hallway near Acquisitions, 3) the rear loading dock area, and 4) a small defined area of the basement near the secured cage at the base of the stairs. The Director of Library Services may amend the location and amount of space designated for the event with mutual agreement of the parties.

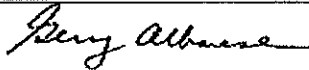
## EXHIBIT B



EVANSTON INSURANCE COMPANY  
CERTIFICATE NO.: -

CERTIFICATE OF INSURANCE  
SPECIAL EVENT LIABILITY PROGRAM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                 |
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| <b>PRODUCER</b><br>Alliant Insurance Services, Inc. in conjunction with<br>Apex Insurance Services<br>P. O. Box 6450<br>Newport Beach, CA 92658<br>License No: OC 36861                                                                                                                                                                                                                                                                                                                                                                               |  | <b>PUBLIC ENTITY (ADDITIONAL INSURED)</b><br>City of Huntington Beach, its officers, elected or appointed<br>Officials, employees, agents and volunteers.<br>2000 Main St.<br>Huntington Beach, CA 92648                                                                                                               |                                                                                                                                                                                 |
| <b>NAMED INSURED (EVENT HOLDER):</b><br>Bart P. McGrath – Huntington Beach Concours d'Elegance<br>21051 Leasure Lane<br>Huntington Beach, CA 92646                                                                                                                                                                                                                                                                                                                                                                                                    |  | <b>EVENT INFORMATION:</b><br>TYPE: <u>Hazard I (\$219.00)</u><br>DATE(S): <u>June 1-2, 2019</u><br>LOCATION: <u>Huntington Beach Central Park</u><br>*Liquor Liability Yes <input type="checkbox"/> No <input checked="" type="checkbox"/><br>**Liquor Liability after 12 am ends before 2 am <input type="checkbox"/> |                                                                                                                                                                                 |
| <p>This is to certify that the insurance policy listed below has been issued to the above insured named (event holder) for the policy period indicated. The insurance described herein is subject to all the terms, exclusions and conditions of such policy(ies) unless amended as described in Special Conditions.</p> <p><b>INSURANCE CARRIER:</b> Evanston Insurance Company<br/><b>MASTER POLICY NUMBER:</b> SEP41028<br/><b>MASTER POLICY DATES: EFFECTIVE:</b> JANUARY 1, 2019 <b>EXPIRATION:</b> JANUARY 1, 2020</p>                          |  |                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                 |
| <b>COMMERCIAL GENERAL LIABILITY</b><br>General Aggregate Limit \$ 2,000,000<br>Products & Completed Operations 1,000,000<br>Personal & Advertising Injury 1,000,000<br>Each Occurrence Limit 1,000,000<br>Damage To Premises Rented To You (Any One Premises) 100,000<br>Medical Payments (Any One Person) 5,000<br>Liquor Liability (If purchased) 1,000,000<br><b>Optional Limits Purchased</b><br><input type="checkbox"/> \$1,000,000/\$3,000,000<br><input type="checkbox"/> \$2,000,000/\$2,000,000<br><b>Damage To Property (If purchased)</b> |  | <b>OCCURRENCE FORM</b>                                                                                                                                                                                                                                                                                                 | <b>DEDUCTIBLE: NONE</b><br><br><b>SPECIAL CONDITIONS:</b><br>The following endorsements attached to the Master Policy do not apply to this Certificate Of Insurance:<br>MEGL643 |
| The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event.                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                 |
| <b>OTHER ADDITIONAL INSURED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                 |
| <b>CANCELLATION:</b> Should the above described policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                 |



AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE ISSUED: May 17, 2019