

LICENSE AGREEMENT
THE CITY OF COMMERCE

This **LICENSE AGREEMENT** (this "**Agreement**"), is entered into by and between the **CITY OF COMMERCE**, a California municipal corporation, ("**Licensor**") and **Trapeze Entertainment LLC**, ("**Licensee**"), an individual. Licensor and Licensee are sometimes referred to herein individually as a "**Party**" and jointly as the "**Parties**."

RECITALS

WHEREAS, Licensor is the owner of that certain Premises, known as APN 6336-017-908 and located at 5933 Telegraph Rd., Commerce, CA, and incorporated herein by this reference (the "**Premises**");

WHEREAS, Licensee desires to make use of the Premises for the purpose of operating circus performances under a tent, plus concessions; and

WHEREAS, Licensor desires to allow Licensee to make non-exclusive use of the Premises for such purposes based on specified terms and conditions; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. Recitals Incorporated.

The Parties acknowledge that the foregoing Recitals are a material part of this Agreement, and therefore said Recitals are expressly incorporated herein and made a part of this Agreement.

2. Nonexclusive Right of Entry and Use.

Provided that all of the terms and conditions of this Agreement are fully satisfied, Licensor hereby grants to Licensee and its authorized agents a nonexclusive right to enter and use the Premises for the sole purpose of operating two circus events under a top tent, plus concessions between 8 am to 6 pm. During the duration of the term of this agreement, Trapeze Entertainment LLC, dba Circus Caballero, will enter the property on January 19 and exit the property on February. Licensee shall not enter or use the Premises for any other purpose whatsoever except for that expressly set forth herein. The City of Commerce and its respective agents shall have equal access to the Licensed Area during the term of this Agreement.

3. Term.

This Agreement shall become effective on the date upon which the last of the Parties executes this Agreement by signing below ("**Effective Date**"), and shall automatically terminate on February 3, 2026, and provided further that this Agreement shall be subject to termination in accordance with Section 4.

4. Restoration.

At the completion of the Term, shall restore the Premises to as near to its original condition and appearance as is reasonably possible. Licensee hereby consents to the City conducting a video, photographic, or notated walk-through inspection of the Premises at the commencement of the occupancy. Additionally, Licensee agrees that, prior to the termination of this Agreement, the City shall conduct a follow-up walk-through inspection—also documented via video, photograph, or notation—for the purpose of verifying that the Premises are returned to its original condition, with reasonable wear and tear expected.

5. Termination.

Licensor shall have the exclusive right to terminate this Agreement, and all rights granted hereunder, without cause and for any reason whatsoever upon ten (10) days advanced notice to Licensee ("**Termination Without Cause**"). Upon receipt of such notice of Termination Without Cause, Licensee shall cause to be removed all its equipment, gear, and supplies located in the Premises within said ten (10) day notice period. In addition, Licensor shall have the exclusive right to terminate this Agreement for a violation of its terms, as judged in the sole and absolute discretion of Licensor, without advanced notice ("**Termination for Cause**"). Termination for Cause shall become effective immediately upon notice to the Licensee, and Licensor shall have the right to remove Licensee's equipment, gear, and supplies located in the Premises.

6. Nonexclusive License.

Licensee acknowledges and understands that the Premises is dedicated to furthering Licensor's public purpose. Any and all rights granted hereunder are nonexclusive, and Licensor reserves the right to allow the Premises to be used by other parties and to make additions, deletions, or modifications to the Premises without the consent of or advanced notice to Licensee. In the event the Premises becomes unavailable for Licensee's use, regardless of whether such is the direct result of willful or negligent actions on the part of Licensor, the Licensee shall have no remedy or recourse against Licensor.

7. Entry and Inspection.

Licensor and its agents reserve full authority to enter the Premises to inspect it, make any changes, deletions, alterations, or repairs which Licensor shall consider necessary for the protection, improvement, or preservation thereof, or to post any notice provided for by law or otherwise to protect any and all rights of Licensor. Nothing herein contained shall be construed to obligate Licensor to make any changes, alterations, or repairs to the Premises.

8. Licensee as Independent Contractor.

Licensee enters into this Agreement as an independent contractor and not as an agent or employee of Licensor, as the word "employee" is defined in the Workman's Compensation Act of the State of California.

9. Assignment, Subletting and Use by Third Parties.

Neither this Agreement nor any rights or interest hereunder shall be transferred or assigned by Licensee voluntarily or involuntarily, nor shall the Premises or any portion thereof be sublet, nor shall Licensee permit the use or entry into the Premises or any part

thereof by any third party or parties for any purpose, nor shall this Agreement or any interest therein be assignable by action of law, including bankruptcy (voluntary or involuntary) and no sheriff, trustee, creditor, purchaser, officer of any court, or receiver shall acquire the use or possession of said Premises or any part thereof, nor shall they acquire any rights under this Agreement, unless the written consent thereto of Licensor is first obtained.

10. Compliance with Law.

Licensee, and its authorized agents exercising rights under this Agreement, shall comply with all federal, state, and local laws, permits, statutes, ordinances, rules, governmental orders, and regulations pertaining to the occupancy and use of the Premises hereunder, and shall furnish evidence as to Licensee's compliance therewith upon request by the Licensor. Licensee shall not do, or authorize to be done upon the Premises, any act or thing which is or may be unlawful or a nuisance, and shall not use or permit others to use said Premises for any unlawful or nuisance purpose.

11. Indemnification.

Licensee agrees to indemnify, hold harmless, defend, and protect Licensor, its public official, agents and employees from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death), damage to any person, loss or damage of property to whomsoever belonging, or monetary loss resulting from, arising out of, or in any way related to activity conducted by the Licensee. This includes, but is not limited to, Licensee's use, maintenance, and occupation of the Premises, regardless whether such injury, damage, or loss results from the negligent, intentional, and/or willful misconduct of the Licensor, its agents or employees.

12. Release.

On behalf of itself and its authorized agents exercising rights under this Agreement, Licensee hereby waives, releases and discharges forever the Licensor, and its employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the Licensee's use of the Premises, including but not limited to that arising from the negligent, intentional, and/or willful misconduct of the Licensor, its agents or employees.

The Licensee acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

As such relates to this Section 11, the Licensee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

13. No Real Property Interest.

It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Premises to Licensee.

14. Licensor's Representations, Indemnities and Covenants.

Licensee hereby acknowledges that Licensor makes no representations, warranties, guarantees, or assurances with respect to the Premises, including but not limited to its condition or safety, or its utility for the purposes set forth herein. On behalf of itself and its authorized agents, Licensee hereby assumes the risk of property damage and/or loss and or physical injury that may result from Licensee's use of the Premises under this Agreement.

15. Governing Law.

This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of Los Angeles County, State of California, in an appropriate court in that county, or in the Federal District Court in the Central District of California.

16. Notices.

All notices, demands, or other communications provided for or permitted hereunder shall be made in writing and shall be by certified mail, courier service, overnight mail, or personal delivery:

- A. If to the Licensor:
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- B. If to Licensee:
Trapeze Entertainment, LLC
11167 Ash Mountain St.
Las Vegas, NV 89179
Attn. Mark Landon

17. Interpretation.

This Agreement shall be interpreted as a whole and in accordance with its fair meaning and as if each party participated in its drafting. Captions are for reference only and are not to be used in construing meaning.

18. Amendment of Agreement.

No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made except by a written agreement executed by Licensor and the Licensee.

19. Authority to Enter Agreement.

Each of the persons executing this Agreement on behalf of a party hereto warrants that: (i) such party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver the Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound, and (v) there is no litigation or legal proceeding that would prevent said party from entering into this Agreement.

20. Insurance.

Licensee agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" ("Required Insurance") and made a part of this Agreement. All insurance policies shall be subject to approval by Licensor as to form and content. These requirements are subject to amendment or waiver if so approved in writing. Licensee shall name Licensor, the City of Commerce, as well as their officers, agents, and employees as additional insureds on such insurance policies. Licensee agrees to provide Licensor with copies of required policies upon request.

21. Attorneys' Fees.

In the event of a dispute between the Parties with respect to the terms or conditions of this Agreement, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

22. Partial Invalidity.

If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

23. Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the City and the Participant concerning all or any part of the subject matter of this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"Licensor"
City of Commerce

"Licensee"
Trapeze Entertainment, LLC

By: _____

By: _____

Date: _____

Date: _____

Exhibit A:

Map of Licensed Area



Exhibit B:

Insurance Provisions