

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, ("**Licensee**") and **AWP PROPERTIES LLC** ("**Licensor**"), a limited liability company. 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 5244-024-001 and located at 2313 South Atlantic Boulevard, Commerce, CA, and incorporated herein by this reference (the "**Premises**");

WHEREAS, Licensee desires to make use of ten (10) parking stalls on the Premises (identified in Attachment A) for the purpose of providing overflow parking for the Bandini Library patrons and City staff; 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 parking. 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 only be given 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 remain in place on a month-to-month basis until either party agrees to terminate this agreement; and provided further that this Agreement shall be subject to termination in accordance with Section 6.

4. License Fee.

Licensee shall pay \$3,600.00 per month for the utilization of the ten designated parking stalls on the Licensor's property. The license fee shall be paid on or before the first business day of each and every calendar month of the License Term.

5. Restoration.

At the completion of the Term, shall restore the Premises to as near to its original condition and appearance as is reasonably possible. The City will agree to conduct a video, photographic, or notated walk-through inspection of the Premises at the commencement of the occupancy. Additionally, the City will also agree 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.

6. Termination.

Either party shall have the exclusive right to terminate this Agreement, and all rights granted hereunder, without cause and for any reason whatsoever upon thirty (30) days advanced notice to the other party ("**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 thirty (30) day notice period. In addition, Licensor or Licensee 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 the Licensor shall have the right to remove Licensee's equipment, gear, and supplies located in the Premises.

7. 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.

8. Entry and Inspection.

Licensor and its agents shall provide a 30-day notice to enter the Premises and 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.

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 of 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:

AWP Properties LLC
1171 S. Robertson Blvd
Unit 253 Los Angeles, CA 90035
ATTN: Yousef Benpourat, Owner

B. If to Licensee:

City of Commerce
2535 Commerce Way
Commerce, CA 90040
ATTN: Ernie Hernandez, City Manager

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, 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"
AWP Properties LLC

"Licensee"
City of Commerce

By: _____

By: _____

Date: _____

Date: _____

Exhibit A:
Map of Licensed Area



Exhibit B:

Insurance Provisions

A. Without limiting Licensee's indemnification of Indemnities pursuant to Section 3 of this Agreement, Licensee shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(I) Licensee shall maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(II) Licensee shall maintain Business Auto Coverage on ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage for all activities of the Licensee arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(III) Licensee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses;

(IV) Licensee shall maintain Professional Liability or Errors and Omissions Insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Licensee agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

B. Licensor, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Director of Human Resources & Risk

Management," City of Commerce, 2535 Commerce Way, Commerce, California, 90040. Licensee agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Licensee shall submit to Licensor (I) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (II) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. Licensee's insurance shall be primary as respects the Licensor's, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of Licensee's insurance and shall not contribute with it.

G. Licensee agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, Licensor may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Licensee's and the cost of such insurance may be deducted, at the option of Licensor, from payments due Licensee.