REDEMPTION CHURCH LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and executed into this 1st day of July, 2015 ("Effective Date"), by and between the City of Costa Mesa, a municipal corporation ("Licensor"), and the Redemption Church ("Licensee").

W I T N E S S E T H :

WHEREAS, Licensor is the owner of real property located at 695 West 19th Street, Costa Mesa, California and all appurtenances thereon known as the Costa Mesa Senior Center ("Property"); and

WHEREAS, Licensors owns and operates the Property for the benefit of the City's senior population; and

WHEREAS, no lease agreement and no license agreement exists between Licensor and Licensee currently; and

WHEREAS, the Licensor and Licensee now desire to execute a license agreement outlining the terms and obligations of each ("Agreement").

NOW, THEREFORE, the parties hereby agree as follows:

SECTION 1. TERM

The term of this Agreement shall be a period of 3 months commencing upon execution of this Agreement and terminating no later than September 30, 2015.

SECTION 2. LICENSEE'S DUTIES AND RESPONSIBILITIES

Licensee hereby agrees to be responsible for the following:

2.1 Pay to Licensor all amounts owed.

A. Licensee shall pay a license fee of $1300.00 per week payable in advance without setoff or deduction no later than three (3) business days before the rental date during the term of this Agreement (license fee and facilities fee collectively referred to as "License Fee"). All payments shall be made to Licensor at the address specified herein. If any installment of the License Fee is not paid when due, such delinquent payment shall bear interest at the rate of 10% per annum from the date due until paid.

B. As security for the faithful performance of Licensee's obligations under this Agreement, Licensee shall, concurrently with execution of this Agreement, provide to Licensor a security deposit in the amount of $2,000.00 ("Security Deposit") to be held by Licensor during the term of this Agreement. The Security Deposit may be used by Licensor, upon agreement with Licensee, to apply to any delinquent amounts owing to Licensor hereunder, or to pay the expense of repairs, additional cleaning, and maintenance related to the Property as a result of Licensee's use of the Premises. Deduction from the Security Deposit must be agreed upon in writing by both parties. In the event a deduction is made, Licensee agrees to pay to Licensor such balance as required to restore the Security Deposit to

$2,000. Licensee hereby waives any rights it may have under the provisions of California Civil Code §1950.7.

Payment of the amounts set forth herein shall be due immediately upon execution of this Agreement. All further payments shall be made to the Licensor at the address set forth herein.

2.2 Licensee understands and agrees that this Agreement supersedes any previous understanding or agreement between the Parties and that Licensee does not have a lease or a possessory interest in the Property except as provided herein. Licensee will only use the Premises at the Permitted Times.

2.3 Provide adult supervision in all rooms that are in use by church services and/or Sunday school.

2.4 Enforce all Licensor's policies and rules pertaining to general code of conduct while at the Center.

2.5 Leave the Property in the condition it was provided to Licensee at the inception of Licensee's program each day.

2.6 Promptly notify the Licensor's maintenance staff of needed repairs and/or dangerous conditions in the Property.

2.7 Keep all food and beverages, with the exception of water, within the Grand Hall.

2.8 Upon termination of this Agreement, Licensee shall immediately discontinue all activities at the Property.

2.9 Licensee shall not store any personal property at the Property during non-authorized hours, with the exception of lighting units and projectors.

2.10 Licensee shall not change, alter, or otherwise cause the existing physical contours, features, and improvements of the Property to be altered without prior approval from the Licensor.

SECTION 3. LICENSOR'S DUTIES AND RESPONSIBILITIES

Licensor agrees to be responsible for performing the following:

3.1 Provide the Licensee a non-exclusive non-transferrable license to occupy and use the following portions of the Property (collectively the "Premises") on Sundays from the hours of 7:00am to 1:30pm ("Permitted Times"), subject to terms and conditions herein:

Grand Hall 1 and 2
Meeting Room
Bridge Room
Classroom 1 and 2
Arts and Crafts Room

3.2 Maintain the Premises in a safe and clean condition.

3.3 Provide unlocked restroom facilities during the Licensee's operating hours.

3.4 Perform maintenance and repair of the facility.

3.5 Provide the Licensee a staff person to oversee the Property during the time allotted to Licensee.

3.6 Provide Licensee with at least 30 calendar days advance notice of closure of the Property unless such closure is due to unanticipated emergency.

SECTION 4. USE OF PROPERTY

4.1 Licensee accepts and agrees to use the Premises in its current "as-is" condition, without any obligation of Licensor to perform or pay for any improvement thereto. Owner reserves the right to alter, change, or work on the Premises during the Term of this Agreement, provided that such modifications do not materially impair or affect Licensee's use of the Premises as contemplated herein, and any such modification shall not affect in any way Licensee's obligation to pay the License Fee.

4.2 Licensee shall not permit or allow the Premises to be damaged or depreciated in value by any act or negligence of Licensee or its agents or employees. Licensee shall use the Premises in compliance with all applicable local, state, and federal laws and regulations. Licensee shall not do acts which would vitiate any insurance, or increase the insurance rates in force upon the improvements on the Premises.

SECTION 5. UTILITIES AND TAXES

Licensor shall pay all fees and charges for utilities to the Premises and all real property taxes and assessments levied or assessed against the Premises during the Term.

SECTION 6. INDEMNIFICATION AND RELEASE

6.2 Licensee agrees to defend, indemnify, hold free and harmless Licensor, its elected officials, officers, agents, volunteers and employees ("Indemnitees"), at Licensee's sole expense, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, damages to property, or injuries to or death of any person or persons, and all other claims resulting from or arising out of (a) the use or occupancy of the Premises by or the acts, errors or omissions of Licensee, its officers, agents, volunteers, employees, occupants, visitors or other users, guests, and/or authorized subcontractors, and (b) the actual or alleged breach by Licensee of the provision of this Agreement whether intentional or negligent, and except to the extent such claim, demand, suit, action or proceeding, civil claim, worker's compensation claim, damage to property, injury to or death of any person arises from the sole active negligence or willful misconduct of Indemnitees.

6.2 The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Licensee, its officers, agents, volunteers, employees, occupants, visitors or other users and/or authorized subcontractors, but shall be required whenever

any claim, demand, suit, action or proceeding, civil claim, worker's compensation claim, damage to property, injury to or death of any person asserts liability against Indemnitees based upon Licensee, its officers, agents, volunteers, employees, occupants, visitors or other users and/or authorized subcontractors use or occupancy of the Property or the acts, errors or omissions of Licensee, its officers, agents, volunteers, employees, occupants, visitors or other users and/or authorized subcontractors.

6.3 Licensee hereby releases Indemnitees from any claims, demands, obligations, liabilities, damages, injuries breaches of duty, causes of action, losses, costs and expenses, (including, without limitation, attorneys' fees), whether known or unknown, which arise out of or are incurred in connection with the use of the Premises by Licensee, including, without limitation, any damage or injury to Licensee or to its property arising out of or in connection with this Agreement. Further, and notwithstanding anything to the contrary contained in this Agreement, (i) the maximum liability of the Indemnitees for any default by Indemnitees under this Agreement or arising in connection therewith shall be limited solely and exclusively to the amount of the License Fee payable during the term of this Agreement, and (ii) in no event shall the Indemnitees be liable for consequential or exemplary damages arising out of or in connection with the Agreement.

6.4 Licensee hereby waives any rights and benefit which each may have, now or in the future, under 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 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

SECTION 7. ASSIGNMENT AND SUBLETTING

Without the prior written consent of Licensor, Licensee shall not assign this License or sublet the Property or any part thereof.

SECTION 8. NOTICES

Wherever in this License it shall be required or permitted, that notice be given by either party, such notice must be in writing, and must be given personally or forwarded by certified mail, addressed as follows:

IF TO LICENSEE:	IF TO LICENSOR:
Redemption Church 2329 Littleton Circle Costa Mesa, CA 92627	City of Costa Mesa Recreation Division P.O. Box 1200 Costa Mesa, CA 92626 Tel:

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or forty-eight hours after deposit in the US Mail, as reflected by official US postmark. Either party may change its address by giving notice in writing to the other party.

SECTION 9. FORCE MAJEURE

In the event of damage or destruction of the Premises by any act of God, fire, national or local calamity, strike, labor dispute, civil disturbance, accident, epidemic, act or regulation of any public authority, interruption in or delay of transportation services, or any event of any other kind or character whatsoever, whether similar or dissimilar to the foregoing events, which shall render the practicable fulfillment by Licensor of its obligations under this Agreement impossible, this Agreement shall be null and void and Licensor shall be released of all responsibility hereunder and shall not be held responsible by Licensee for any resulting damage. In the event of any such occurrence or threat thereof, Licensor shall have the right in its discretion to suspend or terminate any use by Licensee of the premises, to cause the Premises to be vacated, or to take such action for such duration as Licensor in its sole discretion deems necessary or appropriate.

SECTION 10. TERMINATION AND DEFAULT OF LICENSE

Each of the following shall constitute a "Licensee Event of Default."

(i) The failure of Licensee to pay the Security Deposit, the License Fee, or any other amount due and owing under this Agreement within five days after delivery of written demand to Licensee;

(ii) The failure of Licensee to maintain the insurance required by this Agreement;

(iii) Licensee becomes insolvent, makes a transfer in fraud of creditors or makes assignment for the benefit of creditors, or files a petition under any section or chapter of the Bankruptcy Reform Act of 1978, as amended, or under any similar law or statute of the United States or is adjudged bankrupt or insolvent in proceedings filed against Licensee thereunder;

(iv) A receiver or trustee shall be appointed for all or substantially all of the assets of Licensee, and Licensee shall not have had such appointment discharged within 30 days after Licensee receives written notice of such appointment;

(v) The failure by Licensee to perform, keep and observe any of the terms, covenants, and conditions, contained in this Agreement or the part of it to be performed, kept, and observed;

Upon the occurrence of a Licensee Event of Default, Licensor may exercise any or all of the following remedies: (1) immediately terminate this Agreement and Licensee's right to use the Premises, and, as part of Licensor's damages hereunder, retain the Security Deposit and recover from Licensee the remaining balance of the License Fee and all other costs and expenses incurred by Licensor in connection with this Agreement, and (2) obtain any relief available at law or in equity including, without limitation, monetary damages, declaratory relief, temporary restraining order, injunction and/or any other equitable relief. All of the remedies available to Licensor hereunder shall be distinct, non-exclusive, separate and cumulative. Licensor's election to exercise one or more remedies shall not preclude Licensor's concurrent or subsequent exercise of other remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Dated: 6/18/2015

REDEMPTION CHURCH LICENSE AGREEMENT

REDACTED

By: [redacted]
Pastor Phil Wood

PHILIP WOOD
(Print Name)

Dated: 7/15/15

CITY OF COSTA MESA,
A Municipal Corporation

REDACTED

By: [redacted]
Chief Executive Officer

Thomas R. Hatch
(Print Name)

APPROVED AS TO FORM

Dated: 07/15/15

JONES & MAYER

REDACTED

By: [redacted]
City Attorney- City of Costa Mesa