CITY OF COSTA MESA
LICENSE AGREEMENT
WITH
CENTRO EVANGELISTICO VIDA NUEVA

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 1st day of July 2016 ("Effective Date"), by and between the City of Costa Mesa, a municipal corporation ("Licensor" or "City"), and Centro Evangelistico Vida Nueva, a California nonprofit corporation ("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, Licensee desires to use a portion of the Property as outlined herein and Licensor is agreeable to such use pursuant to certain terms and obligations; and

WHEREAS, the Licensor and Licensee desire to execute this license agreement to set forth the terms and obligations of each party relating to the use.

NOW, THEREFORE, the parties hereby agree as follows:

1. GRANT OF LICENSE

For the sum of Six Hundred Twenty-Five Dollars ($625.00) per week ("License Fee"), Licensor grants to Licensee a license (the "License") to occupy and use the following portions of the Property (collectively the "Premises") on Mondays and Thursdays from 7:00pm to 10:00pm and Sundays from 5:00pm to 9:00pm (each use referred to herein as a "Rental Date"), subject to terms and conditions herein:

- Grand Hall 1 (Thursdays and Sundays)
- Grand Hall 2 (Mondays)
- Meeting Room 101 (Mondays, Thursdays and Sundays)
- Meeting Room 102 (Thursdays and Sundays)

Licensee's use of the Premises during the Rental Dates shall be for the purpose of Licensee's worship gatherings and related activities only. Licensee may not use the Premises for any other purpose or business without first obtaining Licensor's written consent.

2. TERM

This Agreement shall commence on the Effective Date and continue for a period of three (3) months, ending on September 30, 2016, unless previously terminated as provided herein.

3. LICENSEE'S DUTIES AND RESPONSIBILITIES

Licensee hereby agrees to be responsible for the following:

3.1 Pay to Licensor all amounts owed.

A. Licensee shall pay the License Fees to Licensor at the address provided below on a monthly basis, beginning on the Effective Date of this Agreement and, thereafter, no later than the 25th day of the month preceding each month of the License. If the 25th day falls on a holiday or weekend, then Licensee shall pay the License Fee no later than the previous business day. If the License Fees are not paid when due, delinquent payments shall bear interest at the rate of ten percent (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 Two Thousand Dollars ($2,000.00) ("Security Deposit") to be held by Licensor during the term of this Agreement. The Security Deposit may be used by Licensor to apply to any delinquent amounts owed 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. In the event a deduction is made, Licensor will provide notice to Licensee of the deduction and the amount required to restore the balance. Licensee agrees to pay to Licensor such amount as required to restore the Security Deposit to a balance of Two Thousand Dollars ($2,000.00) within two (2) weeks of receipt of the notice of deduction from Licensor. 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.

3.2 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 may only use the Premises on the Rental Dates.

3.3 Provide adult supervision in all rooms that are in use by Licensee.

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

3.5 Leave the Property in the condition it was provided to Licensee at the inception of Licensee's program each Rental Date.

3.6 Promptly notify the Licensor of needed repairs and/or dangerous conditions in the Property.

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

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

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

3.10 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.

3.11 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. Licensor 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.

3.12 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.

4. LICENSOR'S DUTIES AND RESPONSIBILITIES

Licensor agrees to be responsible for performing the following:

4.1 Maintaining the Premises in a safe and clean condition.

4.2 Providing unlocked restroom facilities during the Rental Dates.

4.3 Performing any needed maintenance and repairs of the Premises.

4.4 Providing the Licensee a staff person to oversee the Property during the Rental Dates.

4.5 Providing Licensee with at least (thirty) 30 calendar days advance notice of closure of the Property unless such closure is due to unanticipated emergency.

5. UTILITIES AND TAXES

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

6. INSURANCE

6.1 Minimum Scope and Limits of Insurance. Licensee shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

6.2 Endorsements. The commercial general liability insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional

insureds with respect to: liability arising out of activities performed by or on behalf of the Licensee pursuant to its contract with the City; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Licensee's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

6.4 Certificates of Insurance. Licensee shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to using the Premises. The certificates of insurance shall be attached hereto as Exhibit "A" and incorporated herein by this reference.

7. INDEMNIFICATION AND RELEASE

7.1 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, 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, invitees, visitors, guests, or other users, and/or authorized subcontractors, and (b) the actual or alleged breach by Licensee of any provision of this Agreement whether intentional or negligent. Notwithstanding the foregoing, Licensee shall not be responsible for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the Indemnitees.

7.2 The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Licensee, its officers, agents, volunteers, employees, occupants, invitees, visitors, guests, or other users and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions, or misconduct of the Licensee, its officers, agents, volunteers, employees, invitees,

visitors, guests, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the Indemnitees based upon Licensee's use or occupancy of the Premises pursuant to this Agreement, whether or not Licensee, its officers, agents, volunteers, employees, invitees, visitors, guests, and/or authorized subcontractors are asserted to be liable.

7.3 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.

7.4 Licensee hereby waives any rights and benefits which it may have, now or in the future, under California Civil Code § 1542, which provides that: "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."

8. ASSIGNMENT AND SUBLETTING

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

9. REVOCATION; TERMINATION FOR DEFAULT.

9.1 Licensor may revoke this License at will by delivering a written revocation notice to Licensee at least four (4) weeks prior to the termination date specified in the notice.

9.2 Each of the following shall constitute a "Licensee Event of Default":

A. The failure of Licensee to pay the Security Deposit, the License Fee, or any other amount due and owing under this Agreement within five (5) days after delivery of a written demand to Licensee;

B. The failure of Licensee to maintain the insurance required by this Agreement;

C. 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;

D. A receiver or trustee is appointed for all or substantially all of the assets of Licensee, and Licensee does not have such appointment discharged within thirty (30) days after Licensee receives written notice of such appointment;

E. 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.

10. NOTICES

Wherever in this License it is 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:
Centro Evangelistico Vida Nueva
665 Park Ave., #20
Costa Mesa, CA 92627
Attn: Juan Padilla

IF TO LICENSOR:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Recreation Department

Courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department/Purchasing

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 (48) hours after deposit in the United States Mail, as reflected by official U.S. postmark. Either party may change its address by giving notice in writing to the other party.

11. 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.

12. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

LICENSEE – CENTRO EVANGELISTICO VIDA NUEVA

[redacted] Date: 7-28-2016

Signature

LICENSOR - CITY OF COSTA MESA

[redacted] Date: 8/3/16

Chief Executive Officer

ATTEST:

[redacted] Date: 8/4/16

City Clerk

APPROVED AS TO FORM:

[redacted] Date: 08/03/16

City Attorney

DEPARTMENTAL APPROVAL:

[redacted] Date: 6/29/16

Recreation Manager

APPROVED AS TO PURCHASING:

[redacted] Date: 8.02.16

Interim Finance Director