

**AGREEMENT FOR SPECIAL EVENT SERVICES  
AND REVOCABLE LICENSE  
(GOLS)**

THIS AGREEMENT FOR SPECIAL EVENT SERVICES AND REVOCABLE LICENSE (this “Agreement”) is entered into as of June 16, 2026, by and between GAME ON LIVE STUDIO, LLC, a Utah limited liability company (“Licensee”), and the CITY OF REDONDO BEACH, a California charter city and municipal corporation (“City”). City and Licensee are hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. Licensee desires to obtain the use of a portion of the King Harbor Turn Basin, areas of the adjacent jetty and sidewalk areas, and parking spaces in the parking lots adjacent to 239 N. Harbor Drive and the Seaside Lagoon (together, the “Licensed Premises”), for the operation of a program for seasonal water polo and waterfront activation, including camps, leagues, tournaments, community events and associated programming and activations (the “Program”).

B. For and in consideration of the covenants and agreements set forth herein, City desires to license the Licensed Premises to Licensee, and Licensee desires to accept the license of the Licensed Premises from City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. License.** City grants to Licensee a license to enter upon and use the Licensed Premises for the purposes and subject to the terms and conditions set forth in this Agreement. This grant of license is not a lease and shall not constitute a grant of any property rights. The Licensed Premises consists of:

a. Approximately 73,000 square feet of water area in the King Harbor Turning Basin, Redondo Beach, CA (the “Water Portion of the Licensed Premises”).

b. Areas of the adjacent jetty and sidewalk areas located next to Seaside Lagoon and California Surf Club, up to 22 parking stalls in the parking lot located at 239 N. Harbor Drive, and up to 3 parking stalls in the parking lot located at 230 Portofino Way (the “Waterfront Portion of the Licensed Premises”).

The Water Portion of the Licensed Premises and the Waterfront Portion of the Licensed Premises are depicted in Exhibit A hereto (the “Map of Licensed Premises”). The Program shall be conducted in the Licensed Premises and no other locations, except as provided in this Section 1 below. If any component of the Licensed Premises is rendered unusable by City or other governmental agency action, or by an unforeseen natural disaster or Act of God, City and Licensee shall attempt in good faith to identify an alternate location, subject to availability.

Licensee may request that the City provide Licensee additional Licensed Premises for use in connection with the Program. City does not guarantee the availability of additional Licensed Premises, but shall make reasonable, good faith efforts to accommodate Licensee’s requests. The License Fee for any additional Licensed Premises shall be mutually agreed upon by City and Licensee, and shall be memorialized either through an administrative memorandum signed by both Parties or a written signed amendment to this Agreement.

**2. Term.**

a. **Term of Agreement.** The term of this Agreement shall commence as of the date of this Agreement set forth in the first paragraph hereof, and shall expire on October 31, 2026.

**3. License Fee.**

a. **Guaranteed Minimum Rate.** Licensee shall pay to City a fee (the “Guaranteed Minimum Rate”) based on the actual daily usage of the Licensed Premises for the following activities (“Events”), at the following rates:

<b>Event Type</b>	<b>Rate</b>
Tournaments	\$700.00 per Event per day
Camps	\$500.00 per Event per day
Practices (Local Community Use)	\$50.00 per Event per day
Exhibition Events	\$300.00 per Event per day

If more than one Event occurs in the Licensed Premises on a single day, then Licensee shall pay City the daily rate for each Event.

b. **Use of Parking Stalls.** Licensee shall pay City the City’s standard rate of \$2.00 per hour for use of any parking stalls (excluding the hours of midnight – 6 am).

c. **Revenue Sharing Fee.** In addition to the Guaranteed Minimum Rate, Licensee shall pay to City five percent (5%) of “Net Program Revenue” (as defined below) cumulatively generated from all Events during the Term, less the Guaranteed Minimum Rate (“Revenue Sharing Fee”). The Guaranteed Minimum Rate plus the Revenue Sharing Fee are referred to collectively herein as the “License Fee.”

For purposes hereof, “Net Program Revenue” means the “Total Gross Revenues” (as defined below) actually received by Licensee from all Permitted Uses conducted under this Agreement at the Licensed Premises, less the following direct, out-of-pocket

expenses to the extent they are reasonable, customary, and directly attributable to Permitted Uses:

- (i) Credit card processing fees and third-party transaction fees;
- (ii) Direct event staffing costs (hourly or contract labor specifically for on-site Permitted Uses);
- (iii) Equipment rental costs (excluding capital, one-time purchases);
- (iv) Equipment and expendables used in the operation of Permitted Uses;
- (v) Third-party facility or permitting fees required to conduct specific Permitted Uses;
- (vi) Third-party contractor fees related to setup, execution, and breakdown of Permitted Uses;
- (vii) Insurance premiums directly attributable to the Permitted Uses, including general liability, event cancellation, participant accident, and any coverage required by the City by this Agreement;
- (viii) Fees paid to officials, referees, certified lifeguards, water safety officers, and other certified safety personnel required for the operation of Permitted Uses;
- (ix) First aid, medical staff, and emergency response costs incurred for on-site participant safety;
- (x) Participant refunds, chargebacks, and disputed transaction amounts actually returned to participants;
- (xi) Sales taxes and similar government-imposed levies collected from participants and remitted to applicable taxing authorities;
- (xii) Streaming and broadcast production costs directly attributable to Permitted Uses at the Licensed Premises, including camera operators, encoding equipment, production crew labor, and platform fees;
- (xiii) Registration platform, scheduling software, and bracket management fees directly used to administer Permitted Uses;
- (xiv) Direct marketing expenditures traceable to driving participant registration for Permitted Uses at the Licensed Premises (not to exceed five percent (5%) of gross revenues from the applicable event);

(xv) Travel, lodging, and per diem costs for event staff and officials where required to conduct permitted events;

(xvi) Revenue share, co-promotion fees, or referral payments made to third-party organizations that co-produced or sourced participants for Permitted Uses, to the extent such payments are at arm's length and not to affiliates above fair market value;

(xix) Third-party parking coordination and shuttle costs incurred as part of event operations at or adjacent to the Licensed Premises.

Direct, out-of-pocket expenses eligible for reimbursement hereunder shall not include administrative or overhead costs of Licensee. Any direct, out-of-pocket expenses for costs incurred by Licensee, or payments made to Licensee, shall not exceed fair market rates for the goods or services provided.

For purposes hereof, "Total Gross Revenues" shall mean all revenues actually received by Licensee from all Permitted Uses conducted under this Agreement at the Licensed Premises, including, without limitation, registration fees, entrance fees, use fees, ticket sales, sponsorships, advertising, broadcasting/streaming revenue, concessions, merchandise, and any other income derived from the use of the Licensed Premises.

**d. Time of Payment.**

(i) The Guaranteed Minimum Rate, charge for parking stalls and Revenue Sharing Fee shall be due and payable on a monthly basis, with payment for each calendar month due no later than the 10<sup>th</sup> day of the succeeding calendar month during the Term hereof. Licensee shall prepare and submit to City, concurrently with each monthly payment, a detailed report of each Event which occurs during the prior calendar month, including a description of the type of Event, the participation level of each Event, gross revenues generated from each Event, and a detailed report of the Revenue Sharing Fee, including a report of Total Gross Revenues and direct, out-of-pocket expenses incurred in the prior month in accordance with Section 3(c) above.

(ii) Payment of such amounts shall be made to City at the address shown in Section 35 hereof, attention Finance Department, or such other place as City may designate in writing.

**e. Records and Audit Rights.** Licensee shall at all times keep accurate and proper books, records and accounts required to determine the Guaranteed Minimum Rate and Revenue Sharing Fee ("Records"). City and its auditors may examine and audit the Records at any and all reasonable business times subject to reasonable prior notice. All Records, including any sales tax reports that Licensee may be required to furnish to any governmental agency, shall be open to the inspection of and copying (at City's sole cost and expense) by City, City's auditor, or other authorized representative or agent of City, at all reasonable times during business hours subject to reasonable prior notice.

**4. Security Deposit.** Upon execution of this Agreement, Licensee shall deposit with City a security deposit in the amount of Two Thousand Dollars (the “Security Deposit”), which shall be held by City without liability or interest as security for the faithful performance by Licensee of all of its obligations under this Agreement. The Security Deposit shall not be considered an advance payment of License Fees or of any other sum due hereunder or as a measure of damages in case of a default by Licensee. If any of the License Fees herein reserved or any other sum payable by Licensee to City shall be overdue and unpaid or paid by City on behalf of Licensee, or if Licensee shall fail to perform any of its obligations under this Agreement, then City may, at its option and without prejudice to any other remedy which City may have under this Agreement, use and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate or reimburse City for License Fees, or loss, damage or expense sustained by City, and Licensee shall immediately upon demand restore the Security Deposit to the original sum deposited. If Licensee complies with all obligations and promptly pays all License Fees and all other sums payable by Licensee to City as and when due, the Security Deposit (or any balance thereof) shall be refunded in full to Licensee without interest at the expiration or termination of the Term and after the removal of Licensee and surrender of possession of the Licensed Premises to City.

**5. Use.** Licensee is permitted to use the Licensed Premises solely and exclusively for the following uses and no other uses (“Permitted Uses”):

a. The Water Area of the Licensed Premises shall be used for water polo games, tournaments, scrimmages, practices, camps and clinics.

b. The Waterfront Area of the Licensed Premises shall be used for bleachers and spectator seating, vendor tables, first aid stations, program administrative and support uses, sign-in and gear/equipment tables, change areas, water stations, and equipment storage.

c. The Permitted Uses shall commence no earlier than June 8, 2026, and shall be completed no later than September 26, 2026.

d. Set-up for the Permitted Uses shall commence no earlier than May 31, 2026. Tear-down for the Permitted Uses shall be completed no later than October 2, 2026.

e. Licensee shall ensure that public access to the King Harbor hand launch and boat hoist located adjacent to Seaside Lagoon is not blocked or otherwise impaired at any time by Licensee’s use of the Licensed Premises.

All uses within the Licensed Premises shall be conducted in the locations depicted on the Map of Licensed Premises. City shall have sole discretion to grant or withhold consent to any request by Licensee to use the Licensed Premises for any use which is not a Permitted Use, and City may condition any such consent to compliance with such conditions as City in its sole discretion determines appropriate.

**6. Licensee's Management of the Program.** During the term of this Agreement, Licensee agrees to plan, promote, coordinate, install, manage and supervise the Program, consisting of the operation of water polo games, tournaments, scrimmages, practices, camps and clinics, and other approved ancillary activities associated therewith. Licensee shall provide professional management and operation services for the Program, including employing a Program manager, lifeguards, referees, public safety personnel, administrative personnel and other necessary personnel. Licensee shall be responsible for all costs and expenses associated with the performance of this Agreement and operation of the Program. Licensee shall carry out each of the responsibilities set forth in the Daily Operations Checklist which is attached hereto as Exhibit B and incorporated herein.

**7. Emergency Action Plan.** Licensee acknowledges that the operation of a Program which features water polo and swimming activities in an open water area of an ocean harbor is inherently dangerous, and Licensee agrees that it will operate the Program in a manner that is in accordance with the highest standards and best practices of aquatics safety to protect the safety of Program participants, spectators, employees and volunteers. Licensee shall be responsible for carrying out all of the provisions of the Emergency Action Plan that is attached hereto as Exhibit C and incorporated herein. Licensee shall work with the City Harbor Patrol, City Fire Department, City Community Services Department, City Waterfront and Economic Development Department, and the Los Angeles County Fire Department Lifeguard Division to carry out the Emergency Action Plan and to refine such plan from time to time in order to maintain the highest level of safety. Licensee understands and acknowledges that the City is unable to control and shall not be responsible for the impacts of weather, tidal and wave conditions, marine life, boat wakes, and other conditions which may occur on and adjacent to the Licensed Premises upon the participants in the Program.

**8. Police, Fire and Other City Services.** The City shall provide Police, Fire and Public Works Department support and additional municipal services as reasonably needed for the Program for parking, security, access, emergency response and other necessary items. Licensee shall reimburse the City for any municipal services provided for the Program, and for the cost of any repairs which need to be performed to City property required as a result of Licensee's use of the Licensed Premises, at City's standard rates for such services. The City shall invoice Licensee for municipal services provided and damage repair within thirty (30) days following the end of the Program, and Licensee shall remit the municipal services reimbursement amount to the City thirty (30) days after receipt of City's invoice.

**9. Permits and Licenses.** Licensee shall, at its own expense, procure and keep in force, with respect to the Program, all necessary permits and licenses from City and all other government agencies having jurisdiction over the Program. City shall not be obligated to provide Licensee any waivers or reductions of City fees. All construction, installation and set-up on the Licensed Premises shall be completed by Licensee in accordance with all City engineering, building and safety requirements.

**10 Compliance with Laws.** Licensee shall comply with all state, federal and local laws, ordinances, rules and regulations applicable to the use and maintenance of the

Licensed Premises, and the operation of the Program, including without limitation all environmental laws.

**11. Branding, Signage and Publicity.** Licensee shall be permitted to include the City logo on Program advertising and signage, provided that such use does not (i) contain or be associated with any obscene, defamatory, disparaging, or otherwise inappropriate content, including vulgarity, hate speech, or illegal activity; (ii) misrepresent or imply City sponsorship, endorsement, or partnership beyond the limited authorization granted under this Agreement; (iii) alter, distort, or modify the City's logo in any way that is inconsistent with the City's branding guidelines; or (iv) be used in a manner that would reasonably harm the reputation or public image of the City. City reserves the right to require Licensee to remove or discontinue any use of its name or logo that it determines, in its sole discretion, does not comply with this section.

**12. Condition of Licensed Premises.** Licensee hereby agrees and warrants that it has investigated and inspected the condition of the Licensed Premises and its suitability for Licensee's purposes, and Licensee does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Licensed Premises or the suitability of same for Licensee's purposes. Licensee acknowledges that City has not made any representations or warranty with respect to the Licensed Premises, its condition, or with respect to the suitability for Licensee's business. Licensee hereby agrees that the Licensed Premises shall be taken "AS-IS", "with all faults." City shall have no obligation to alter, remodel, improve, repair, decorate or paint the Licensed Premises or any part thereof.

**13. Maintenance.** Licensee, at its sole expense, shall keep the Licensed Premises and every part thereof in good condition and repair at all times during the Term. Licensee shall place the Licensed Premises in good condition, in at least the quality of condition that existed prior to the Program, as soon as practicable after the conclusion of the Program. Licensee shall be responsible for all maintenance of the Licensed Premises during the Program, as well as the supervision and security of the Program and other areas of the Licensed Premises where Licensee is operating and/or providing ancillary activities. In the event that Licensee has actual or constructive knowledge of a dangerous or unsanitary condition in the Licensed Premises, Licensee shall immediately commence and complete such repairs and maintenance as necessary to remedy the dangerous or unsanitary condition. In the event Licensee fails to maintain the Licensed Premises or otherwise fails to correct any dangerous or unsanitary condition within the earlier of twenty-four (24) hours after Licensee first learns of such condition, or within twenty-four (24) hours after Licensee is notified by the City of such condition, the City may remedy the condition at Licensee's expense. In the event there is an imminently dangerous condition of the Licensed Premises and Licensee is unable to correct it immediately, the City may remedy the condition immediately at Licensee's expense.

**14. Utilities.** Licensee shall be responsible at its own expense for the acquisition of electrical, water and any other utility services needed for the Program. City shall not be responsible for providing access to utilities.

**15. Removal of Personal Property.** Licensee shall, at Licensee's sole cost and expense, remove or cause to be removed from the Licensed Premises any and all vehicles, tools, equipment, materials and other personal property As soon as practicable after the conclusion of the Program, and within the times for teardown as set forth in Section 5(d) hereof. If Licensee fails to remove its personal property within such time, City may remove and dispose of such property at Licensee's sole cost and expense.

**16. Alterations of Improvements.** Licensee shall not make or permit to be made any alterations, additions or improvements to the Licensed Premises or any part thereof without the prior written consent of City, in City's sole and absolute discretion.

**17. Damages to Licensed Premises.** Licensee shall bear responsibility for any and all damages to the Licensed Premises and improvements therein caused by the use of the Licensed Premises by Licensee or its permittees, or by any act or omission of Licensee, unless such damages are caused by the sole negligence of City.

**18. Taxes.** Licensee will be obligated to pay all federal, state and local taxes arising from the operation of the Program.

**19. Indemnity.** To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless City, its officers, officials, employees and volunteers (collectively, "Indemnitees"), from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees (collectively, "Claims"), arising out of or in connection with Licensee's actions or inactions relating to Licensee's use of the Licensed Premises, the use of the Licensed Premises by Licensee's customers, guests, invitees, contractors, agents, or employees, Licensee's operation and management of the Program, and Licensee's failure to comply with any of its obligations contained in this Agreement, except such loss or damage that is caused by the sole negligence or willful misconduct of City. The provisions of this Section 19 shall survive the expiration or earlier termination of this Agreement.

**20. Insurance.** Licensee shall procure and maintain for the duration of the Term of this Agreement policies of commercial general liability, automobile liability, and worker's compensation, in accordance with the requirements set forth in Exhibit D attached hereto and incorporated herein. Prior to commencement of the Term, Licensee shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this Section.

**21. Assignment; No Encumbrance.** The license granted hereby is personal to Licensee, and shall not be assigned by operation of law or otherwise absent the written consent of City, which City may condition or withhold in City's sole discretion.

**22. No Liens or Encumbrances.** Licensee shall not permit the placement of liens or encumbrances on the Licensed Premises.

**23. Amendment and Limited Administrative Authority.** This Agreement may be amended only by a written instrument approved by the City Council and executed by authorized representatives of City and Licensee. Neither City nor Licensee shall be bound by any verbal, implied, or informal modification of this Agreement. Except as expressly provided below, all waivers, interpretations, amendments, or further agreements relating to this Agreement shall require prior consideration, approval, and written authorization by the City Council.

Notwithstanding the foregoing, the City Manager (or designee) is authorized to take limited administrative actions without prior City Council approval solely in response to exigent or emergency circumstances that require immediate action to protect public health, safety, or welfare, or to address unforeseen operational conditions affecting the permitted event and when it is not reasonably practicable to obtain prior City Council approval. Such actions may include reasonable, temporary adjustments to operational terms (including event timing, access, or logistics), provided that:

- (a) such actions are narrowly tailored to address the exigent circumstance;
- (b) such actions do not materially alter the scope, purpose, or duration of this Agreement;
- (c) such actions do not materially or substantially increase costs, liabilities, or obligations of the City; and
- (d) such actions do not constitute a permanent amendment to this Agreement.

By way of illustration and not limitation, such temporary actions may include minor adjustments to Program start or end times, or operational logistics, necessitated by unforeseen public safety incidents (e.g., police activity, fire, or emergency response), provided such adjustments comply with the limitations set forth above.

Any action taken by the City Manager pursuant to this subsection shall be documented in writing and reported to the City Council as soon as reasonably practicable. To the extent any such action would have an ongoing or material effect on this Agreement, follow up approval by the City Council shall be required. The City Manager shall not have authority to execute amendments, waivers, or further agreements that are policy-level, material, or non-exigent in nature, all of which are expressly reserved to the City Council. The City Manager may delegate ministerial or administrative functions under this Section to management-level employees of the City, but such delegation shall not expand the scope of authority granted herein. Absent express City Council approval, no action taken by the City Manager shall have any continuing force or effect, and the terms of this Agreement shall control in all respects.**24. Waiver.** The waiver by City of any term, covenant, or condition contained in this Agreement shall not be deemed to be a continuing waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition in this Agreement.

**25. No Rights in Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third party to any party in this Agreement, nor shall any provision in this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

**26. Time of Essence.** Time is and shall be of the essence of this Agreement.

**27. Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws.

**28. Termination.** City may terminate this Agreement (i) without cause, upon delivery of written notice to Licensee at least thirty (30) days prior to the date of termination, or (ii) with cause for Licensee's default of this Agreement, upon the expiration of the ten day written notice period pursuant to Section 29 hereof, provided that the noticed Event of Default has not been cured within such ten day period, or (iii) immediately upon written Notice to Licensee that City has determined that the public health and safety is jeopardized by the continued operation of the Program on the Licensed Premises. Upon the termination of the Agreement, Licensee shall immediately cease all use of the Licensed Premises, remove all equipment and personal property in accordance with Section 15 hereof within ten (10) days of the date of termination, and restore the Licensed Premises to its original condition in accordance with Section 13 hereof within ten (10) days of the date of termination. The indemnification requirements of Section 19 hereof and the License Fee requirements of Section 3 hereof shall survive the termination of this Agreement. Licensee acknowledges and agrees that Licensee is not entitled to receive, and City shall have no obligation or liability for, any compensation, reimbursement, costs, expenses, damages (whether direct, indirect, consequential, incidental, or special), lost profits, reliance damages, expectation damages, indemnity, or relocation benefits of any kind, arising out of or related to the City's termination of this Agreement prior to the expiration of the Term, regardless of the cause or timing of such termination. Licensee further expressly waives any and all claims, demands, or causes of action against the City, its officers, officials, employees, and agents arising from or related to such termination, including but not limited to claims based on contract, tort, equity, or any theory of detrimental reliance or unjust enrichment.

**29. Default and Remedies.** An event of default ("Default") shall arise hereunder if Licensee defaults in the performance of any term, provision, covenant or agreement set forth in this Agreement, and (unless such provision specifies a shorter cure period for such default) the default continues for ten (10) days after the date upon which City shall have given written notice of the default to Licensee. If Licensee fails to cure the Default within the foregoing time period, or if a cure is not possible, City may proceed with any of the following remedies:

- a. Terminate this Agreement in accordance with Section 28 hereof;

b. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief; or

c. Pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive of, and shall not prejudice any other remedy provided herein or under applicable law. No officer, employee or agent of City shall be personally liable to Licensee, or any successor in interest, in the event of any default or breach by City, or for any amount of money which may become due to Licensee or its successor or for any obligation of City under this Agreement.

**30. Attorneys' Fees.** Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Los Angeles County, California. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, court costs, and other such costs as may be affixed by the Court.

**31. Remedies Cumulative.** No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give it the fullest effect allowed by law.

**32. Successors and Assigns.** Subject to the restrictions on assignment set forth in Section 21 hereof, the provisions, terms, and conditions of this Agreement shall bind and inure to the benefit of the Parties, their successors and permitted assigns.

**33. Relationship of Parties.** City and Licensee intend by this Agreement to establish the relationship of City and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any other business relationship other than that of licensor and licensee.

**34. Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be or become invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**35. Notices.** Unless otherwise provided herein, all notices required hereunder shall be given by United States registered or certified mail, reliable overnight courier service, or other form of mail which offers proof of mailing, postage prepaid and addressed to the Party at the address below:

City:

City of Redondo Beach

415 Diamond Street  
Redondo Beach, CA 90277  
Attention: Elizabeth Hause, Community Services Director  
With copy to: City Attorney

Licensee:  
Game On Live Studio, LLC  
1917 E 3780 S  
Salt Lake City, UT 84106-3865  
Attention: Shawn Stringham, CEO

Either party may change its address by giving notice of such change to the other party in the manner provided in this Section. All notices and other communications shall be deemed communicated as of actual receipt or after the second day after deposit in the United States Mail, and on the next business day if delivered through overnight courier service.

**36. Guaranty.** This Agreement is subject to and conditioned upon Licensee's delivery to City, concurrently with Licensee's execution and delivery of this Agreement, of a Guaranty in the form of and upon the terms contained in Exhibit E attached hereto and incorporated herein by this reference, which shall be fully executed by the Guarantor(s) specified in Exhibit E.

**37. Integration.** This Agreement contains all of the agreements and understandings of the Parties with respect to any matter mentioned in this Agreement, and supersedes and terminates all prior and contemporaneous agreements between City and Licensee with respect to the matters covered in this Agreement.

**38. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**39. Construction and Interpretation.** It is agreed and acknowledged by Licensee that the provisions of this Agreement have been arrived at through negotiation, and that Licensee has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

IN WITNESS WHEREOF, City and Licensee have executed this Agreement as of the date and year first written above.

**CITY:**

**CITY OF REDONDO BEACH,**  
a California charter city and municipal  
corporation

By: \_\_\_\_\_  
James A. Light, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Eleanor Manzano, City Clerk

**APPROVED:**

By: \_\_\_\_\_  
Diane Strickfaden, Risk Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Joy A. Ford, City Attorney

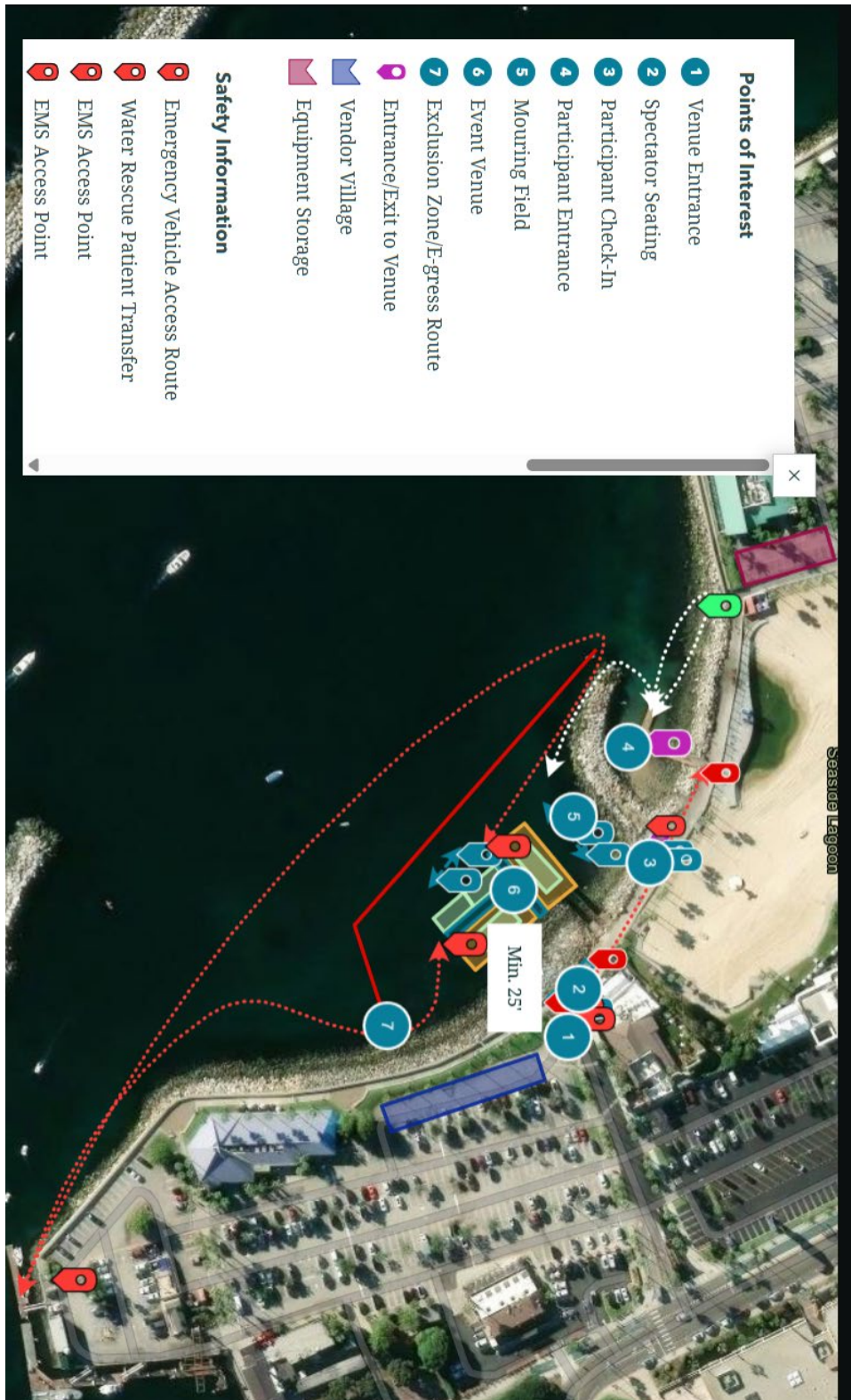
**LICENSEE:**

**GAME ON LIVE STUDIO, LLC**  
a Utah limited liability company

By: \_\_\_\_\_

# Exhibit A

## Map of Licensed Premises



**Exhibit B**

**Daily Operations Checklist**

# KING HARBOR AQUATICS

## Daily Operations Checklist

### START OF DAY

#### Site & Safety Check

- Inspect docks, anchors, and course boundaries
- Check for damage, tampering, or hazards
- Ensure emergency access pathways are clear

#### Equipment Setup

- Remove cage coverings
- Position and secure goals
- Set up required equipment for programming

#### Signage & Access

- Confirm all safety signage is visible
- Verify restricted areas are clearly marked

#### Operational Readiness

- Confirm staff assignments
- Review daily schedule (camps, practices, events)
- Verify all equipment is functional

#### Documentation

- Complete Start-of-Day Log (time, staff name, notes)
- Capture time-stamped photos of:
  - Course setup
  - Equipment condition

**Go Be Great.**

# END OF DAY

## Equipment Securing

- Remove and store loose equipment in trailer
- Lock all storage units
- Secure goals to dock anchors

## Cage Closure

- Cover cages with secured cage cover
- Restrict access to all equipment
- Confirm no unauthorized access points

## Signage

- Post / confirm visibility of:
  - “No Unauthorized Use” signage
  - Safety warnings
  - Applicable code signage (if required)

## Final Inspection

- Walk full site perimeter
- Confirm:
  - No loose equipment
  - No safety hazards
  - Site fully secured

## Documentation

- Complete End-of-Day Log (time, staff name, confirmation)
- Capture time-stamped photos of:
  - Secured cages
  - Stored equipment
  - Overall site condition

**Go Be Great.**

**Exhibit C**  
**Emergency Action Plan**



# GAME ON LIVE STUDIO

## King Harbor / Redondo Beach Aquatics Operations

Emergency Action Plan (EAP) - King Harbor Water Polo

Location: King Harbor Marina, 270 Portofino Way, Redondo Beach, CA 90277

Effective Date: June 5, 2026

Version: 1.0

This plan is coordinated with the City of Redondo Beach, Harbor Patrol, Redondo Beach Fire Department (RBF), Lifeguards, and venue partners.

### Event Overview

Item	Details
Event location	King Harbor Marina, 270 Portofino Way, Redondo Beach, CA 90277
Event dates	June 2026 - September 2026
Operating hours	Sunrise to Sunset as Needed
Spectator areas	See site map - designated viewing areas outside buffer zone
Team check-in	Check-in table at waterfront staging area; roster verification by coaches
Primary event contact	Adam Brzyski, Venue Director: (314) 452-2250
Daily Event Safety Lead	Assigned each operational day: see Section 4 contacts table

### 1. Purpose and Scope

This Emergency Action Plan establishes procedures for foreseeable emergencies during King Harbor aquatics program operations. It applies to all staff, contractors, volunteers, coaches, officials, and participants during:

- Program sessions, practices, and clinics
- Events and competitions
- Land-side staging and spectator areas
- On-water training lanes and game operations

This plan governs initial actions until public safety agencies assume command. City-wide disaster response is outside the scope of this document.

## 2. Authority and Agency Coordination

This plan aligns with OSHA emergency preparedness guidance, aquatic safety standards, CPR/AED/First Aid protocols, and incident reporting practices.

### Primary coordination agencies:

- Redondo Beach Fire Department (RBFDD)
- Redondo Beach Lifeguards
- Harbor Patrol / Redondo Beach Police Department
- Emergency Medical Services (EMS)
- City of Redondo Beach / Harbor officials
- USA Water Polo

### Authority to Suspend Operations

Operations may be suspended at any time by:

- Event Safety Lead
- Incident Lead
- Water Safety Lead
- Redondo Beach Lifeguards
- Harbor Patrol
- Redondo Beach Fire Department
- Law enforcement or other public safety personnel

If public safety personnel determine that conditions are unsafe, their direction takes precedence over event operations. Public safety agencies may stop or pause the event at any time for any reason.

### Permits, Insurance, and Approvals

Before event operations begin, the event operator shall confirm that all required permits, approvals, insurance, and agency coordination are complete.

- A copy of event insurance, approved permits, site safety plan, EAP, and required agency approvals shall be kept on site and made available upon request.

## 3. Event Safety Management and Operational Controls

### 3.1 Daily Event Safety Lead

For each operational day, the event operator shall identify a designated Event Safety Lead responsible for overall event safety. This person shall be on site and available before, during, and after all scheduled activity. Name and phone number are recorded on the daily briefing log and contacts table (See Section 4).

### The Event Safety Lead is responsible for:

- Coordinating with RBFDD, Lifeguards, Harbor Patrol, law enforcement, EMS, and other involved agencies as needed
- Confirming that all approved event resources are in place before activity begins
- Verifying that staffing, water safety coverage, communications, medical coverage, emergency access, and environmental conditions meet the approved plan
- Conducting and documenting the daily safety briefing (See section 17)
- Maintaining authority to delay, pause, or stop activity if conditions, staffing, or operations do not meet the approved safety plan

The event shall not begin, and shall be stopped or paused, if required staffing, safety resources, communications, access, or environmental conditions do not meet the approved plan.

### 3.2 Event Overview Requirements

The event overview block on the cover page identifies location, dates, operating hours, estimated participants, rosters, spectator areas, and daily safety contacts. Participant rosters and team check-in are completed at the check-in table before athletes enter the water.

### 3.3 Dedicated Water Safety Staffing

Water safety personnel shall be dedicated exclusively to safety responsibilities and shall not be assigned to game operations, officiating, scorekeeping, event administration, or other duties that would interfere with rescue readiness.

**At a minimum, water safety coverage shall include:**

- Trained open-water lifeguards and/or rescue swimmers positioned around the game area
- Rapid response capability, including rescue boards and/or personal watercraft (PWC) as appropriate
- A designated safety boat
- Clear rescue zones and assigned coverage areas
- A Water Safety Lead responsible for directing water rescue operations

Water safety personnel shall be positioned before athletes enter the water and shall remain in position until all athletes have exited the water and accountability has been confirmed.

## 4. Key Contacts and EMS Access

Role / Agency	Contact
Emergency (Police / Fire / Medical)	911
RBFD / Lifeguard HQ (non-emergency)	(310) 697-3579
Harbor Patrol (non-emergency)	(310) 318-0632
Venue Director - Adam Brzyski	(314) 452-2250
Event/Incident Safety Lead (daily)	_____
Water Safety Lead (daily)	_____

Facility Address: 270 Portofino Way, Redondo Beach, CA 90277

### EMS Access and Patient Transfer Locations

#### Water-Based Emergencies (Rescue Transfer Point)

Patients rescued from the water will be transferred to EMS at: 161 N Harbor Dr, Redondo Beach, CA 90277

#### Land-Based Emergencies (Primary EMS Access Point)

Ambulance access for land-based incidents: 200 Portofino Way, Redondo Beach, CA 90277

Staff will meet EMS at the designated access point and guide responders to the patient.

## 5. Roles and Responsibilities

### Event Safety Lead

Daily point person for overall event safety. See Section 3.1 for full responsibilities.

### Incident Lead (On-Site Program Director)

Primary person in charge during an emergency incident.

- Orders STOP ACTIVITY
- Calls or assigns 911 notification
- Coordinates staff and emergency responders

- Maintains communication with Harbor Patrol and Lifeguards
- Confirms scene safety
- Manages spectator control and traffic
- Maintains EMS access route

Upon arrival of public safety personnel, incident command may transfer to the appropriate authority.

### Water Safety Lead

Primary responder for all in-water emergencies.

- Directs all water rescues and assigns primary rescuer and backup
- Removes victim from water safely
- Begins CPR/AED if necessary
- Coordinates with EMS upon arrival
- Directs coordinated surface search during missing-person incidents

## 6. Communications and Stop-Play Signal

Communications shall be simple, reliable, and tested before activity begins.

### The communications plan includes:

- Primary radio system for event staff, safety staff, and operations leads - channel assigned and recorded at daily briefing
- VHF radio communications if operating offshore or as required by Harbor Patrol
- Backup communication method: cell phones
- Clearly defined emergency stop signal: whistle or air horn

### Standard emergency calls:

- STOP ACTIVITY
- RESCUE IN PROGRESS
- MEDICAL RESPONSE
- EVACUATE

The stop-play signal shall be reviewed during the daily safety briefing and understood by all event staff, officials, coaches, and water safety personnel. A process for notifying public safety agencies and event staff during an emergency is established at the daily briefing.

## 7. Site Plan and On-Site Postings

Interactive site map (See end of document for full PNG)

<https://storymaps.arcgis.com/briefings/2c9ead0c598344d0bff7c1db37354a7a>

### A site map shall be displayed on site showing:

- Game area and buffer / safety zone
- Spectator areas and restricted areas
- Emergency access points and EMS access routes
- Athlete water entry and exit points
- Patient removal route from the water to the treatment area or EMS transfer point
- Location of medical equipment, AED, first aid supplies, radios, and emergency signage
- Check-in and staging areas
- Evacuation routes and vessel boundaries

A site safety plan shall be posted on site, along with a bulletin board or clearly visible information area containing emergency contacts, safety rules, event notices, permits, insurance documentation, and other required operational information.

## 8. Emergency Equipment

The Check-In Table serves as the location for all land-side emergency equipment.

### Land-side equipment:

- AED
- Trauma-ready first aid kit
- Emergency blankets and PPE
- Incident documentation kit
- Hydration and heat safety supplies

### Water-side equipment:

- Rescue board or rescue tube
- Throw bag / rescue can
- Fins
- Safety boat with required safety equipment
- Escort craft safety equipment if additional boats are used

All equipment must be inspected before operations.

## 9. Medical Coverage and Patient Transport

The event operator shall provide on-site medical coverage capable of delivering basic life support (BLS) level care.

- Designated on-shore treatment area: Check-In Tent
- AED and trauma-ready first aid supplies on site
- Clear plan for moving patients from the water to shore (see EMS access points in §4)
- Clear plan for transferring patients to EMS
- Staff assigned to meet EMS at the designated emergency access point and guide responders to the patient
- Documentation of medical incidents and patient transfers

### Public Safety Standby

- RBFD and Lifeguards are on standby and remain available for emergency response.
- No on-duty public safety resources shall be committed to the event unless arranged by prior agreement and associated costs are approved.
- A RBFD supervisor, Harbor Master, or other designated Fire Department member may be on site for oversight and coordination.

### 911 Call Procedure

If possible, the Incident Lead or Water Safety Lead should place the 911 call.

1. Dial 911
2. State: "We have an emergency at King Harbor Marina in Redondo Beach, California."
3. Specify the emergency access location:
  - Water-based emergency: "The patient will be transferred to EMS at 161 N Harbor Dr, Redondo Beach, California."
  - Land-based emergency: "The ambulance should respond to 200 Portofino Way, Redondo Beach, California."
4. Describe the emergency and patient condition
5. Remain on the line until instructed to hang up

6. Send staff to meet EMS and guide responders to the patient

### Receiving Hospitals

- Little Company of Mary Medical Center - Torrance
- Torrance Memorial Medical Center
- Harbor-UCLA Medical Center (Trauma Center)

## 10. Aquatic Emergencies

### Drowning / Near-Drowning

- Water Safety Lead deploys rescue team
- Remove victim to nearest safe exit or dock
- Begin CPR/AED if necessary
- Activate EMS immediately

### Suspected Spinal Injury

- Stabilize the head and neck immediately
- Keep the victim in the water if safer until rescue equipment arrives
- Use spinal immobilization techniques if trained
- Activate EMS

### Activity Boundary Control

Participants must remain within the designated activity area. If a participant exits the operational boundary or enters an active navigation area, water safety personnel will escort the participant back or remove them from the water. Harbor Patrol may suspend activity if vessel traffic creates unsafe conditions.

## 11. Environmental Monitoring and Operating Limits

Environmental limits shall be defined before the event begins. Conditions to be monitored include:

- Surf and swell
- Wind
- Currents
- Visibility
- Water temperature
- Weather
- Vessel traffic
- Water quality
- Marine life or biological hazards
- Pollution, sewage, fuel, oil, or other health hazards

The Event Safety Lead, Water Safety Lead, and designated public safety personnel shall monitor conditions before and during activity.

### Event staff with authority to delay, modify, pause, or cancel activity:

- Event Safety Lead
- Water Safety Lead

Specific operating limits and observed conditions are recorded on the daily briefing log. Activity may be delayed, modified, paused, or cancelled if conditions are unsafe, visibility is inadequate, water safety coverage is compromised, vessel traffic creates risk, water quality is unsafe, or any hazard prevents the event from operating according to the approved plan.

## Lightning

- Suspend water activity immediately and seek shelter
- Resume operations only after 30 minutes without thunder

## Heat Illness

- Provide hydration and shade breaks
- Call EMS for suspected heat stroke

## Air Quality

Modify or cancel operations based on AQI thresholds recorded at the daily briefing.

## 12. Crowd Management and Emergency Access

Spectators shall remain outside the game area, buffer zone, emergency access routes, docks, rescue paths, and other restricted areas.

- Clearly marked spectator areas
- Restricted access to the safety zone and water entry/exit points
- Staff or volunteers assigned to keep emergency access routes open
- Signage, cones, barricades, or other controls as needed
- Immediate clearing of access routes during a medical, rescue, fire, law enforcement, or evacuation incident
- Emergency access routes shall remain open at all times

### Traffic and Pedestrian Control

- Single drop-off zone
- Maintain emergency vehicle lanes
- Use cones and signage
- Maintain clear EMS access route to waterfront staging area

## 13. Fire and Hazardous Conditions

### Fire

- Call 911
- Evacuate participants
- Use extinguisher only if trained and safe

### Fuel / Oil Spill

- If safe, eliminate ignition sources
- Call 911 if needed
- Notify Harbor Patrol
- Keep participants clear of affected area

## 14. Evacuation

Evacuation triggers may include:

- Fire
- Structural hazard
- Police directive
- Tsunami warning
- Major medical incident

Signal: one long blast of whistle or air horn.

Participants shall exit the venue immediately and proceed to a safe area as directed by staff.

## 15. Accountability and Missing-Person Protocol

The event operator shall maintain an accountability system to track participants before, during, and after play. This includes rosters, check-in sheets, team counts, coach verification, and post-activity headcounts.

### **If any participant is unaccounted for:**

7. Stop activity immediately
8. Clear the game area as directed by safety staff
9. Conduct an immediate headcount and roster verification
10. Identify the participant's last known location
11. Call 911 immediately
12. Notify Redondo Beach Lifeguards, Harbor Patrol, Fire Department, and law enforcement as appropriate
13. Transition to a coordinated surface search under the direction of the Water Safety Lead and responding public safety agencies
14. Do not resume activity until the missing person has been located and public safety personnel approve resumption

## 16. Emergency Action Triggers and Operational Shift

The following personnel may stop or pause the event:

- Event Safety Lead
- Incident Lead
- Water Safety Lead
- Redondo Beach Fire Department
- Lifeguards
- Harbor Patrol
- Law enforcement or other public safety personnel

### **Triggers for stopping or pausing activity include, but are not limited to:**

- Missing participant
- Water rescue
- Medical emergency
- Unsafe surf, wind, current, visibility, or weather
- Lightning or severe weather
- Unsafe water quality or health hazard
- Vessel traffic hazard
- Insufficient safety staffing
- Communication failure
- Blocked emergency access
- Crowd control issue
- Fire, fuel spill, hazardous material, or police activity
- Any condition that causes the event to fall out of compliance with the approved plan

### **Operational Shift During Emergency**

During an emergency, event operations shall shift from competition mode to emergency response mode. Game operations shall stop, staff shall secure the area, water safety and medical personnel shall respond, emergency access shall be cleared, and public safety agencies shall be notified as needed. Operations shall not resume until the Event Safety Lead and appropriate public safety personnel determine that it is safe to do so.

## 17. Pre-Event Daily Safety Briefing

Before the start of each operational day, the promoter/event operator shall conduct a safety briefing with all staff, officials,, water safety personnel, medical personnel, and key volunteers. All participants and coaches entering the water will receive the same safety briefing prior to entering the water.

**The briefing shall confirm:**

Item	Confirmed (Initials)
Daily Event Safety Lead and Incident Lead identified	
Water Safety Lead and assigned rescue coverage areas	
Medical coverage and treatment area	
EMS access points and patient movement plan	
Communications channels and backup methods	
Stop-play signal reviewed with all personnel	
Environmental conditions and operating limits	
Participant accountability process	
Missing-person protocol	
Crowd management and restricted areas	
Emergency access routes clear	
Permits, insurance, EAP, site safety plan, and emergency equipment on site	

Activity shall not begin until the daily safety briefing is complete and the Event Safety Lead confirms that required conditions, staffing, communications, medical coverage, water safety resources, and access routes are in place.

Briefing conducted by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

## 18. Training, Incident Reporting, and Plan Review

### Required Certifications

- CPR
- AED
- First Aid
- Waterfront/Ocean Lifeguard

### Incident Reporting

- Complete incident reports within 24 hours
- Preserve evidence when relevant
- Conduct after-action review within 72 hours
- Secure the injured person's belongings if safe to do so

### Plan Review

This Emergency Action Plan will be reviewed annually and updated as needed based on operational experience, agency feedback, or changes to site conditions.

## Points of Interest

- 1 Venue Entrance
- 2 Spectator Seating
- 3 Participant Check-in
- 4 Participant Entrance
- 5 Mooring Field
- 6 Event Venue
- 7 Exclusion Zone/Egress Route
- 8 Entrance/Exit to Venue
- 9 Vendor Village
- Equipment Storage

## Safety Information

- Emergency Vehicle Access Route
- Water Rescue Patient Transfer
- EMS Access Point
- EMS Access Point
- EMS Access Point
- First Aid Kit & AED

## Field Of Play

- Championship Course
- Permanent Course 2
- Beach Course 1
- Beach Course 2
- Beach Course 3
- Beach Course 4

## Additional Structures

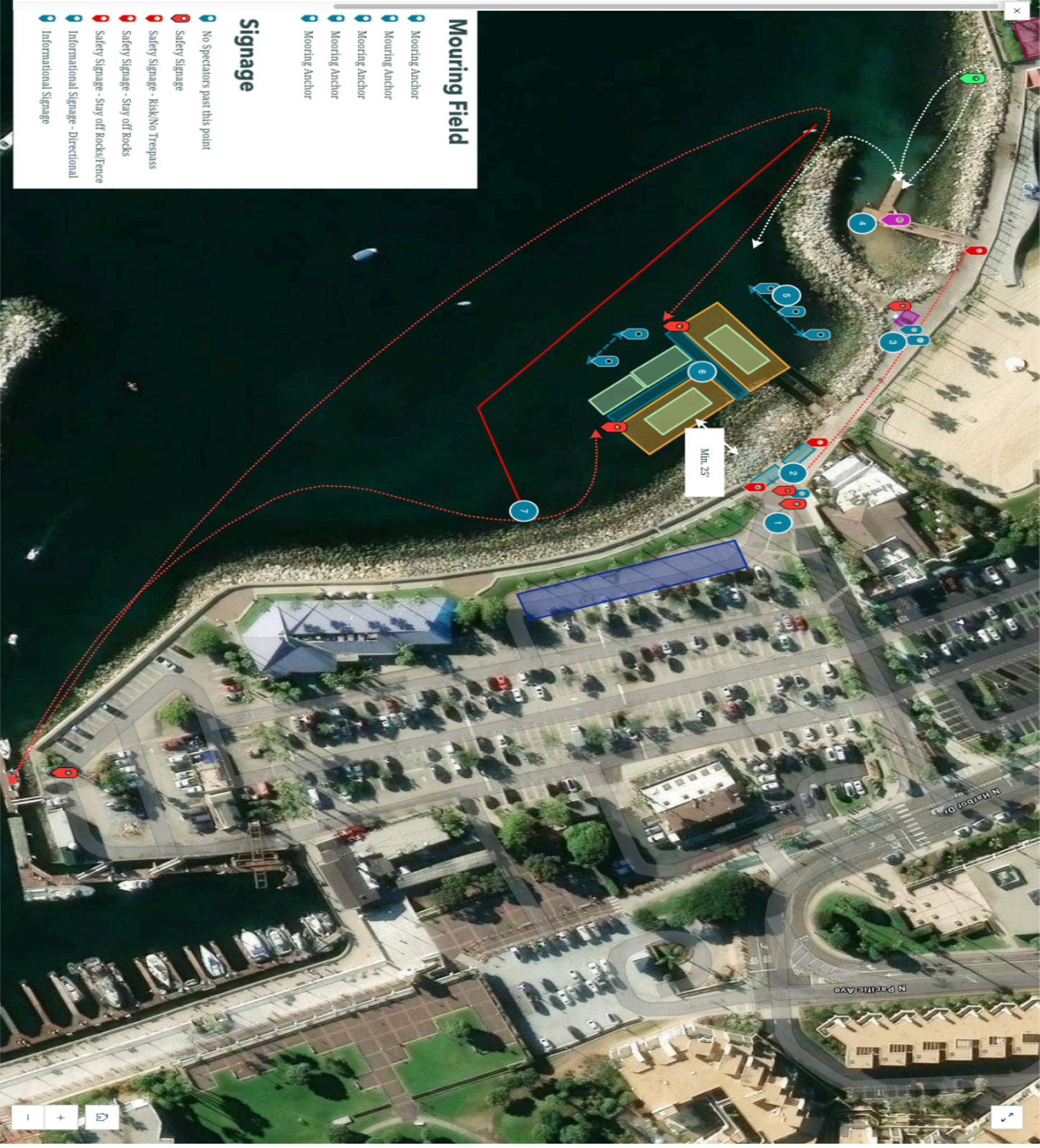
- No Propeller Zone
- Check in Tent
- Dock
- Dock
- Bleachers 1
- Bleachers 2
- Optional Swim Test Buoy

## Mooring Field

- Mooring Anchor
- Mooring Anchor
- Mooring Anchor
- Mooring Anchor
- Mooring Anchor

## Signage

- No Spectators past this point
- Safety Signage
- Safety Signage
- Safety Signage - Risk/No Trespass
- Safety Signage - Stay off Rocks
- Safety Signage - Stay off Rocks/Fence
- Informational Signage - Directional
- Informational Signage



## **Exhibit D**

### **Insurance Requirements**

Without limiting Licensee's indemnification obligations under this License, Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the Licensed Areas and performance of the work hereunder by Licensee, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Licensee shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of \$4,000,000 shall apply separately to the work performed under this License.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Redondo Beach ("City"). At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Licensee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

**Additional Insured Endorsement:**

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Licensee. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Licensee.

For any claims related to this License, the Licensee's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Licensee's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Licensee shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may

be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### Subcontractors

Licensee shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### Risk Management

Licensee acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

## EXHIBIT E

### GUARANTY OF LICENSE AGREEMENT

THIS GUARANTY OF LICENSE AGREEMENT ("Guaranty") is made by SHAWN STRINGHAM ("Guarantor") in favor of the CITY OF REDONDO BEACH, a chartered city and municipal corporation ("City"), in connection with that certain Agreement for Special Event Services and Revocable License ("License Agreement"), dated as of June 16, 2026, between the City and Game On Live Studio, a Utah limited liability company ("Licensee"), with respect to the use of a portion of the King Harbor Turn Basin, areas of the adjacent jetty and sidewalk areas, and parking spaces in the parking lots adjacent to 239 N. Harbor Drive and the Seaside Lagoon (together, the "Licensed Premises"), for the operation of a program for seasonal water polo and waterfront activation, including camps, leagues, tournaments, community events and associated programming and activations.

A. City requires this Guaranty as a condition to its execution of the License Agreement and the performance of the obligations to be performed under the License Agreement by City.

B. Guarantor has agreed to provide this Guaranty to induce City to enter into the License Agreement with Licensee and perform its obligations under the License Agreement.

In consideration of City's agreement to execute the License Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby agree with City as follows:

1. The License Agreement is hereby incorporated into and made a part of this Guaranty by this reference.

2. Guarantor hereby unconditionally guarantees, as a primary obligor and not as a surety, without deduction by reason of setoff, defense or counterclaim, the full and punctual payment of all License Fees, including the Guaranteed Minimum Rate and Revenue Sharing Fee, and other amounts payable under the License Agreement and the full and punctual performance of all terms, covenants and conditions in the License Agreement to be kept, performed and/or observed by Licensee. Guarantor's obligations under this Guaranty are continuing and unconditional.

3. Guarantor hereby agrees that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) the License Agreement may be extended and any other term, covenant or condition of the License Agreement may be amended, compromised, released or otherwise altered by City and Licensee, and Guarantor does guarantee and promise to perform all the obligations of Licensee under the License Agreement as so extended, amended, compromised, released or altered; (b) any guarantor of or party to the License Agreement may be released, substituted or added; (c) any right or remedy under the License Agreement may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) City or any other person may deal in any manner with Licensee, any guarantor, any party to the License Agreement or any other person; (e) City may permit Licensee to

holdover the Licensed Premises beyond the License Agreement Term; and (f) all or any part of the Licensed Premises or of Licensee's rights or liabilities under the License Agreement may be sublet, assigned or assumed. Without in any way limiting the foregoing, Guarantor agrees not to unreasonably withhold its consent to any assignment of the License Agreement or other modification of the License Agreement which is agreed to by City and Licensee.

4. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require City to proceed against Licensee, or any other guarantor or person or to pursue any other security or remedy before proceeding against Guarantor; (b) any defense based on the genuineness, validity, regularity or enforceability of the License Agreement; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Licensee or any other person; and (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Licensee, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Licensee for reimbursement. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2809, 2810 and 2845 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

5. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of any adverse change in the financial status of Licensee, notices of any other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the License Agreement; (c) any right or defense based on a lack of diligence or failure or delay by City in enforcing its rights under this Guaranty or the License Agreement.

6. Guarantor hereby waives and agrees not to assert or take advantage of any right to (a) exoneration if City's actions shall impair any security or collateral of Guarantor; (b) any security or collateral held by City; (c) require City to proceed against or exhaust any security or collateral before proceeding against Guarantor; (d) require City to pursue any right or remedy for the benefit of Guarantor. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2819, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

7. Guarantor shall not, without the prior written consent of City, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Licensee. Guarantor's obligations under this Guaranty shall in no way be affected by any bankruptcy, reorganization or insolvency of Licensee or any successor or assignee of Licensee or by any disaffirmance or abandonment of the License Agreement or any payment under this Guaranty by a trustee of Licensee in any bankruptcy proceeding including, without limitation, any impairment, limitation, or modification of the liability of Licensee or the estate of Licensee in bankruptcy, or of any remedy for the enforcement of Licensee's liability under the License Agreement resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court. Guarantor shall

file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Licensee relating to any indebtedness of Licensee to Guarantor and will assign to City all rights of Guarantor thereunder. City shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to City the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to City all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that City receives cash by reason of any such payment or distribution. If City receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

8. Until all the Licensee's obligations under the License Agreement are fully performed, Guarantor: (a) shall have no right of subrogation or reimbursement against the Licensee by reason of any payments or acts of performance by Guarantor under this Guaranty; (b) subordinates any liability or indebtedness of the Licensee now or hereafter held by Guarantor to the obligations of the Licensee under, arising out of or related to the License Agreement or Licensee's use of the Licensed Premises; and (c) acknowledges that the actions of City may affect or eliminate any rights of subrogation or reimbursement of Guarantor as against Licensee without any liability or recourse against City. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Section 2848 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

9. Prior to the execution of this Guaranty and at any time during the Term of the License Agreement upon ten (10) days prior written notice from City, Guarantor agrees to provide City with a current financial statement for Guarantor and financial statements for Guarantor for the two (2) years prior to the current financial statement year to the extent not previously delivered to City. Guarantor's financial statements are to be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, audited by an independent certified public accountant. Guarantor represents and warrants that all such financial statements shall be true and correct statements of Guarantor's financial condition.

10. The liability of Guarantor and all rights, powers and remedies of City hereunder and under any other agreement now or at any time hereafter in force between City and Guarantor relating to the License Agreement shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to City by law.

11. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. This Guaranty may be assigned by City voluntarily or by operation of law.

12. This Guaranty shall constitute the entire agreement between Guarantor and the City with respect to the subject matter hereof. No provision of this Guaranty or right of City hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of City. The

waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. No course of dealing between City and Licensee shall alter or affect the enforceability of this Guaranty or Guarantor's obligations hereunder.

13. Guarantor hereby agrees to indemnify, protect, defend and hold City harmless from and against, all losses, costs and expenses including, without limitation, all interest, default interest, post-petition bankruptcy interest and other post-petition obligations, late charges, court costs and attorneys' fees, which may be suffered or incurred by City in enforcing or compromising any rights under this Guaranty or in enforcing or compromising the performance of Licensee's obligations under the License Agreement.

14. The term "City" whenever hereinabove used refers to and means the City in the foregoing License Agreement specifically named and also any assignee of said City, whether by outright assignment or by assignment for security, and also any successor to the interest of said City or of any assignee of such License Agreement or any part thereof, whether by assignment or otherwise. The term "Licensee" whenever hereinabove used refers to and means the Licensee in the foregoing License Agreement specifically named and also any assignee of said License Agreement and also any successor to the interests of said Licensee, assignee or sublessee of such License Agreement or any part thereof, whether by assignment or otherwise including, without limitation, any trustee in bankruptcy and any bankruptcy estate of Licensee, Licensee's assignee or sublessee.

15. If any or all Guarantors shall become bankrupt or insolvent, or any application shall be made to have any or all Guarantors declared bankrupt or insolvent, or any or all Guarantors shall make an assignment for the benefit of creditors, or any or all Guarantors shall enter into a proceeding for the dissolution of marriage, or in the event of death of any or all Guarantors, notice of such occurrence or event shall be promptly furnished to City by such Guarantor or such Guarantor's fiduciary. This Guarantee shall extend to and be binding upon each Guarantor's successors and assigns, including, but not limited to, trustees in bankruptcy and Guarantor's estate.

16. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and sent by registered or certified mail, return receipt requested in accordance with the notice provisions of the License Agreement. The Licensee shall be deemed Guarantor's agent for service of process and notice to Guarantor delivered to the Licensee at the address set forth in the License Agreement shall constitute proper notice to Guarantor for all purposes. Notices to City shall be delivered to City's address set forth in the License Agreement. City, at its election, may provide an additional notice to Guarantor at the address provided under Guarantor's signature below.

17. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. Guarantor hereby waives any right to trial by jury and further waives

and agrees not to assert or take advantage of any defense based on any claim that any arbitration decision binding upon City and Licensee is not binding upon Guarantor.

18. Guarantor agrees that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of California.

19. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

20. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof.

21. If more than one person signs this Guaranty, each such person shall be deemed a guarantor and the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

22. If Guarantor is a corporation, each individual executing this Guaranty on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation, and that this Guaranty is binding upon said corporation in accordance with its terms. If Guarantor is a corporation, City, at its option, may require Guarantor to concurrently, with the execution of this Guaranty, deliver to City a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Guaranty.

**THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED IN THIS GUARANTY INCLUDING, WITHOUT LIMITATION, ALL WAIVERS CONTAINED IN THIS GUARANTY.**

Executed as of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Shawn Stringham

Address of Guarantor:

1917 E. 3780 S.  
Salt Lake City, Utah 84106

\*A. If the person(s) signing this Guaranty on behalf of Guarantor [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Guaranty must be signed by two officers, one being the Chairman of the Board, the President or a Vice President, and the other one being the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer; or (ii) if clause (i) above is not satisfied, or if this Guaranty is signed by one person acting in two capacities, then Guarantor shall have delivered to City a certified copy of a corporate resolution in form acceptable to City authorizing the signatory(ies) to execute this Guaranty.

\*B. If Guarantor is a married individual, Guarantor's spouse must sign this Guaranty.