

**AGREEMENT FOR SPECIAL EVENT SERVICES  
AND REVOCABLE LICENSE  
(Nike After Dark Run)**

THIS AGREEMENT FOR SPECIAL EVENT SERVICES AND REVOCABLE LICENSE (this “Agreement”) is entered into as of July 7, 2026, by and between NIKE, INC., an Oregon corporation (“Licensee”), and the CITY OF REDONDO BEACH, a California charter city and municipal corporation (“City”). City and Licensee are hereinafter referred to as a “Party” individually or collectively referred to as the “Parties.”

**RECITALS**

A. Licensee desires to obtain the exclusive use of the Seaside Lagoon, the adjacent north parking lot, and designated City streets (the “Licensed Premises”) for the operation of the Nike After Dark Run, a half marathon race (the “Event”), and associated programming and activations. The Event is scheduled for October 24, 2026.

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. Seaside Lagoon, located at 200 Portofino Way, Redondo Beach, CA (“Seaside Lagoon”).

b. The parking lot located at 200 Portofino Way, Redondo Beach, CA (“Event Parking Lot”).

c. The parking lot located at 207 N. Harbor Drive, Redondo Beach, CA (“Southern Event Parking Lot”).

d. The public streets, rights-of-way, and adjacent pedestrian and bicycle pathways within the City of Redondo Beach along the following route: Harbor Drive (near 245 N. Harbor Drive) to Pacific Avenue, to Catalina Avenue, south to Torrance Boulevard, west along Torrance Boulevard/Coral Way/George Freeth Way to The Esplanade, south to Paseo de la Playa at the boundary with the City of Torrance, then re-entering Redondo Beach at Paseo de la Playa and continuing to The Esplanade, to Vista del Mar, to Camino de la Costa, east through the alleyway immediately north of Palos Verdes Boulevard to Catalina Avenue, north to Knob Hill Avenue, then reversing direction and proceeding south along Catalina Avenue, returning through the alleyway immediately

north of Palos Verdes Boulevard to Camino de la Costa, to Vista del Mar, to The Esplanade, to Catalina Avenue, north to Francisca, north to Herondo Street, west to Harbor Drive, north to the boundary with the City of Hermosa Beach, then re-entering Redondo Beach via The Strand through the pathway at Gateway Parkette to Harbor Drive, and proceeding south to the point of commencement (“Event Route”).

e. The parking lot located at 230 Portofino Way, Redondo Beach, CA (“JCS Parking Lot”).

f. The Veterans Park parking lot located at 505 George Freeth Way, Redondo Beach, CA (“Veterans Park Parking Lot”).

g. Nonexclusive use of the library parking structure located at 303 N. Pacific Coast Highway, Redondo Beach, CA (“Library Parking Structure”).

The Seaside Lagoon, Event Parking Lot, Southern Event Parking Lot, and JCS Parking Lot are depicted in Exhibit A hereto. The Event Route is depicted in Exhibit B hereto. The Veterans Park Parking Lot is depicted in Exhibit C hereto. The Event shall be conducted in the Event Route, Seaside Lagoon, Event Parking Lot, Southern Event Parking Lot, JCS Parking Lot, and Veterans Park Parking Lot 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 a Force Majeure Event (as defined below), 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 Event. 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 December 31, 2026.

b. **Term of Exclusive Use Periods.** The time of Licensee’s exclusive use of the Licensed Premises shall be as follows:

i. **Seaside Lagoon:** 7:00 a.m. October 17, 2026 to 10:00 p.m. October 27, 2026.

ii. **Event Parking Lot:** 7:00 a.m. October 17, 2026 to 10:00 p.m. October 27, 2026.

iii. **Southern Event Parking Lot:** 7:00 a.m. October 17, 2026 to 10:00 p.m. October 27, 2026

iv. **Event Route:** 10:00 a.m. to 11:00 p.m. October 24, 2026, with the exception of Harbor Drive, which Licensee will have exclusive use of from 11:59 p.m. October 23, 2026 to Noon on October 25, 2026.

v. **JCS Parking Lot:** 7:00 a.m. October 17, 2026 to 10:00 p.m. October 27, 2026.

vi. **Veterans Park Parking Lot:** 11:59 p.m. October 23, 2026 to Noon on October 25, 2026.

c. **Term of Non-Exclusive Use Periods.** The time of Licensee's use (non-exclusive) of the Licensed Premises shall be mutually agreed upon by both Parties in accordance with Section 7 hereof.

**3. License Fee.** Licensee shall pay to City a license fee of Three Hundred Twenty Thousand Dollars (\$320,000) in consideration for Licensee's rights under this Agreement (the "License Fee"). Half of the License Fee (\$160,000) shall be due and payable not later than July 31, 2026, and the other half of the License Fee (\$160,000) shall be due and payable not later than October 24, 2026. Payment of the License Fee shall be made to City at the address shown in Section 36 hereof, attention Finance Department, or such other place as City may designate in writing. The License Fee, less (a) a prorated amount for Licensee's actual use of the Licensed Premises to the date of Licensee's vacation thereof, and (b) the fee for any municipal services provided and damage repair to the date of termination pursuant to Section 7 hereof, shall be refunded in the event the Event is cancelled or materially altered due to an uncured City Default hereunder or a Force Majeure Event precluding Licensee's use and occupancy of the Licensed Premises.

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

a. **Event Route:** The Event Route shall be used as the running course for the Event, including the installation of safety barriers and all other safety precautions as reviewed and approved by the City Police Department. Activation nodes along the Event Route, as approved by the City and within the Event Route, may include but shall not be limited to photo stations, music stations, food and water stations, restrooms, cheer stations, a drone show, sponsor activations, giveaways, and other spectator engagement elements.

b. **Seaside Lagoon, Event Parking Lot, Southern Event Parking Lot, JCS Parking Lot and Veterans Park Parking Lot:** The Seaside Lagoon, Event Parking Lot and Southern Event Parking Lot shall be used for music, food and beverage concessions, retail concessions, partner activations, race activations (packet and product pickup), and staging for talks, announcements and entertainment for the Event. Licensee

shall have access to the public restrooms inside Seaside Lagoon for use during the Seaside Lagoon exclusive use period. All custodial services and restroom materials and supplies needed during the Seaside Lagoon exclusive use period shall be provided by Licensee. 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 Seaside Lagoon.

The JCS Parking Lot shall be used for non-public operational activities and storage for the Event. The Veteran's Park Parking Lot shall be used for an activation space for families and friends of Event participants. The Library Parking Structure shall be used as a park and shuttle location.

All activations and uses within the Licensed Premises shall be reviewed and approved by the City. 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.

Activities in the Seaside Lagoon and Event Parking Lot shall occur only during the following dates and times:

- Load-in: 7:00 a.m. to 10:00 p.m. October 17 to October 21, 2026
- Pre-Race Activation: 10:00 a.m. to 8:00 p.m. October 22 to October 23, 2026
- Race Day: 10:00 a.m. to 11:00 p.m. October 24
- Load-out: 7:00 a.m. to 10:00 p.m. October 26 to October 27, 2026.

**5. Licensee's Management of the Event.** During the term of this Agreement, Licensee agrees to plan, promote, coordinate, install, manage and supervise the Nike After Dark Run Event, consisting of the presentation and operation of a half marathon run and other approved ancillary activities associated therewith. Licensee shall provide professional management and operation services including employing an Event manager, other Event staffing and volunteers, race marshals, traffic control coordination, security personnel, and other necessary personnel. Licensee shall provide portable public restrooms for the Event at Licensee's expense in sufficient number to avoid lengthy lines. Licensee shall be responsible for all costs and expenses associated with the performance of this Agreement and production of the Event.

Licensee shall be responsible for providing any necessary staffing, monitoring, security, or access control associated with Licensee's use of the Library Parking Structure, particularly during evening hours following closure of the adjacent library facilities and the securing of associated gates and doors. Licensee shall provide on-site personnel to facilitate participant access to and from the Library Parking Structure, including monitoring entry points and coordinating access through any secured doors or gates, as required.

**6. Street Closures.** City shall permit the closure of Harbor Drive between the Hermosa Beach border in the north and Pacific Avenue to the south between 11:59 p.m. October 23, 2026 to Noon October 25, 2026. City shall permit the closure of all other streets within the Event Route not earlier than 3:00 p.m. on October 24, 2026. Licensee shall be responsible for undertaking all actions necessary to close such streets, including without limitation the installation of all barricades and signage necessary for all street closures, and City shall not be responsible therefor. Licensee shall submit a traffic control plan to the City prior to the Event for the reasonable approval of the City Traffic Engineer, and upon approval thereof the City Traffic Engineer shall provide all required governmental approvals for the street closures contemplated herein. Licensee shall immediately open, clear and clean the Event Route (except for Harbor Drive) on a rolling basis as soon as the last runner bypasses each portion of the Event Route.

**7. Police, Fire and Other City Services.** City and Licensee shall meet and confer to determine and agree upon a plan for the type and level of police, fire, public works and other municipal services that the Parties agree are necessary to be provided by City for the Event. The City shall provide Police, Fire and Public Works Department support and additional municipal services in accordance with the mutually agreed upon municipal services plan. City shall additionally provide such emergency services with respect to the Event as City determines are necessary, in City's sole discretion. Licensee shall reimburse the City for any municipal services provided for the Event, 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 the rates for such services set forth in the municipal services plan (or at City's standard rates for services for which rates are not included in such plan). The City shall invoice Licensee for municipal services provided and damage repair within thirty (30) days following the Event, and Licensee shall remit the municipal services reimbursement amount to the City thirty (30) days after receipt of City's invoice.

Licensee may utilize the Library Parking Structure for park-and-shuttle parking associated with the Event in accordance with a written plan for use of the Library Parking Structure which is mutually agreed upon by both Parties. Such use shall be non-exclusive, and the Library Parking Structure shall remain open for use by the public and other authorized users at all times.

**8. Permits and Licenses.** Licensee shall, at its own expense, procure and keep in force, with respect to the Event, all necessary permits and licenses from City and all other government agencies having jurisdiction over the Event. City shall reasonably cooperate with Licensee in obtaining required permits and approvals. City shall not be obligated to provide Licensee any waivers or reductions of City fees. The programmatic details of the Event shall be coordinated with the City Manager and/or his designee (which may include the City Community Services Director). 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.

**9. Community Benefit Event.** As a material condition of this Agreement, Licensee shall provide a community benefit focused on youth participation in sports and/or sports-related activities during the Term of this Agreement. Such community benefit shall be satisfied through either: (i) the planning, organization, production, and delivery of at least one community-based event in partnership with the City (a “Community Event”); or (ii) the provision of equipment, gear, supplies, funding, in-kind resources, or other support for one or more City-produced youth sports, recreation, wellness, or community events or programs, as determined pursuant to this Section.

**a. City Selection and Approval.** The Parties agree that the Community Event will consist of a soccer clinic for up to one hundred (100) participants. The location, timing, format, and required level of support associated with the soccer clinic shall be mutually agreed upon by Licensee and the City. The Community Event may be a stand-alone event or complementary activation held in conjunction with, or in support of, other City-hosted or City-coordinated programs or events, as agreed by the Parties. The City shall be responsible for participant registration and related communications, while Licensee shall be responsible for the planning, programming, staffing, and operation of the soccer clinic. Notwithstanding the foregoing, the Parties may mutually agree in writing to an alternative Community Event format. Such alternative format may include the provision of in-kind equipment, apparel, promotional items, or other materials by Licensee in support of a City-hosted or City-coordinated recreational program or event.

**b. Timing Requirement.** All Community Events required under this Section 9 shall be fully completed within the Term of this Agreement, unless the City expressly agrees otherwise in writing.

**c. No Cost to Participants or City.** Any Community Event produced by Licensee shall be provided free of charge to all participants and at no cost, expense, or financial obligation to the City. Licensee shall be solely responsible for all costs associated with the planning, permitting, staffing, equipment, programming, marketing, insurance, security, and execution of each Community Event, unless otherwise expressly agreed to in writing by the City.

**d. Public Benefit Purpose.** All Community Events, support, equipment, resources, or other contributions provided shall be designed to promote youth engagement, access, and development in sports, physical activity, and related educational or wellness opportunities, and shall be conducted in a manner consistent with the City’s community, equity, and youth development objectives.

**e. Compliance With Laws and City Policies.** Licensee will conduct all Community Events in compliance with all applicable federal, state, and local laws, regulations, ordinances, and City policies, including but not limited to those relating to youth safety, accessibility, nondiscrimination, and public events.

**f. Coordination With City.** Licensee shall reasonably coordinate with the City regarding scheduling, messaging, branding (if applicable), and logistical integration with other City programs or events. The City retains the right to require reasonable modifications to ensure alignment with City goals and operational requirements.

**g. No Revenue Rights.** Licensee shall not charge admission fees, participation fees, or solicit mandatory donations from attendees for the Community Events.

**h. Failure to Perform.** Failure by Licensee to timely deliver a Community Event in accordance with this Section 9 within the Term shall constitute a material breach of this Agreement if not cured within the time set forth in Section 30 hereof following written notice from City, subject to all remedies available to the City under this Agreement and applicable law.

**i. Complimentary Race Entries.** As an additional community benefit, Licensee shall provide the City with one hundred (100) race entries (bibs) for the Event at no cost to the City. The City shall have sole discretion regarding the distribution and allocation of such race entries, including the selection of recipients and the manner of distribution. Licensee shall cooperate with the City to facilitate redemption and use of the complimentary race entries in accordance with reasonable Event registration procedures.

**10. Branding, Signage and Publicity.** Licensee is encouraged to, and shall be permitted to, include the City logo on Event advertising and signage with prior approval of the City, in City's reasonable discretion (provided that no City approval shall be required for Event promotional materials which are substantially the same as prior Event promotional materials approved by the City).

**11. Minimizing Impact of Event on Community and Businesses.** Licensee shall take actions to communicate with, obtain the input of, and inform City residents, local community organizations, and local businesses about the Event, in accordance with the Outreach Plan that is attached hereto as Exhibit C and incorporated herein. Licensee shall use good faith efforts to operate the Event in a manner that minimizes the impact of the Event on City residents and local businesses. Licensee shall prepare and submit to City for its approval an access plan for businesses on the west side of Harbor Drive. The access plan shall contain methods to provide reasonable access for such businesses which may include, without limitation, intermittent opening of the road and shuttle services. Licensee shall work with City staff to establish communication and coordination with businesses impacted by the road closures as reasonably necessary to minimize disruption in business function for the days leading up to and including the date of the Event. Licensee shall use commercially reasonable efforts to minimize the impact of the Event on the waterfront businesses. Notwithstanding the foregoing, nothing in this Section 11 shall be construed as an obligation of either Party to compensate residents or local businesses for expenses or lost revenues as a result of the Event, or as a guarantee that residents and local businesses will not incur expenses or lose revenues as a result of the Event. Licensee shall provide a

dedicated customer service representative on the date of the Event to receive and respond to all Event day requests and questions.

**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. If any of the City staff members providing municipal services to the Event actually learns of any hazardous or unsafe conditions that would materially impact the safe operation of the Event, City shall promptly inform Licensee of such hazardous or unsafe conditions. Notwithstanding the foregoing, City shall have no duty hereunder to inspect or test the condition of any portion of the Licensed Premises. 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, except that if Licensee identifies potholes in the road along the Event Route, Licensee shall notify the City at least fifteen (15) days in advance of the Event, and City shall use reasonable good faith efforts to take action to ensure that such potholes are filled in prior to the Event.

**13. Maintenance.** Licensee, at its sole expense, shall keep the Licensed Premises and every part thereof in good condition and repair and shall place the Licensed Premises in good condition, in at least the quality of condition that existed prior to the Event (ordinary wear and tear and any preexisting conditions excepted), as soon as practicable after the conclusion of the Event, or the earlier termination of this Agreement prior to the Event. Licensee shall be responsible for all custodial services and maintenance of the Licensed Premises during the Event, including the provision of all restroom materials and supplies, as well as the supervision and security of the Event and other areas of the Licensed Premises where Licensee is operating and/or providing ancillary activities. Notwithstanding the foregoing, Licensee shall not be responsible for the repair, remediation, or correction of any preexisting defects, conditions, or code violations not caused by Licensee, its contractors, or invitees. In the event Licensee fails to maintain the Licensed Premises or otherwise fails to correct any dangerous or unsanitary condition within twenty-four (24) hours after being notified by the City to do so, the City may remedy the condition at Licensee's expense. In the event there is an imminently dangerous condition and Licensee is unable to correct it immediately, the City may remedy the condition immediately.

**14. Utilities.**

**a. Provision of Electrical Power Source.** City shall provide Licensee with access to a metered electrical power source at the metered source point in Seaside Lagoon sufficient to accommodate the electrical needs of the Event as provided in advance by Licensee. Licensee shall reimburse the City for all electrical charges attributed to such dedicated meter during the term of the Event. City shall not be responsible for providing

electrical power at locations within the Licensed Premises other than Seaside Lagoon, including without limitation the Event Route, and Licensee shall be solely responsible for obtaining electrical power at such locations if desired by Licensee. Notwithstanding the foregoing, City shall not be responsible for any interruption, outage or failure of electrical power not caused by City or its officers, employees, agents or representatives.

**b. Provision of Water Source.** City shall provide Licensee with access to a water source sufficient to accommodate the water needs of the Event. Licensee shall reimburse the City for all water charges incurred on the Licensed Premises during the term of the Event. City shall not be responsible for providing water services at locations within the Licensed Premises other than Seaside Lagoon, including without limitation the Event Route, and Licensee shall be solely responsible for obtaining water services at such locations if desired by Licensee. Notwithstanding the foregoing, City shall not be responsible for any interruption, outage or failure of water service not caused by City or its officers, employees, agents or representatives.

**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. Such removal shall be completed by Licensee (i) with respect to Licensee's property located at Seaside Lagoon and the Event Parking Lot, within the times for Load-out as set forth in Section 4 hereof, and (ii) with respect to Licensee's property at other locations, as soon as practicable after the conclusion of the Event, or the earlier termination of this Agreement prior to the Event. If Licensee fails to remove its personal property within twenty-four (24) hours after being notified by the City to do so, 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, its officers, employees, contractors, agents or representatives.

**18. Compliance with Laws; Taxes.** 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 Event, including without limitation all environmental laws. Licensee shall be obligated to pay all federal, state and local taxes arising from the operation of the Event.

**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 (including claims asserted by residents, local businesses, or other third parties), Licensee's use of the Licensed Premises by Licensee's customers, guests, invitees, contractors, agents, or employees, Licensee's operation and management of the Event, or 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, its officers, employees, contractors, agents or representatives. 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 by City 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 both the City Council and Licensee, 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 Event 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 (10) day period. In the event of termination by City without cause, City shall refund the License Fee prepaid by Licensee, less (a) a prorated amount for Licensee's actual use of the Licensed Premises to the effective date of termination, and (b) the fee for any reasonable, documented, and non-

cancellable costs actually incurred for municipal services provided and damage repair to the effective date of termination pursuant to Section 7 hereof, with any personnel costs calculated based upon City's adopted fee schedule for such services. Licensee may terminate this Agreement without cause upon delivery of written notice to City at least ninety (90) days prior to the date of termination. In the event of termination by Licensee without cause, City shall refund to Licensee the License Fee prepaid by Licensee, less (a) a prorated amount for Licensee's actual use of the Licensed Premises to the effective date of termination, (b) the fee for any reasonable, documented, and non-cancellable costs actually incurred for municipal services provided and damage repair to the effective date of termination pursuant to Section 7 hereof, with any personnel costs calculated based upon City's adopted fee schedule for such services, and (c) any reasonable, documented, and non-cancellable costs actually incurred by City in connection with the Event and approved in advance by Licensee. 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, and restore the Licensed Premises to its original condition in accordance with Section 13 hereof. 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. Force Majeure.** If the Event cannot take place, in whole or in part, or the Parties to this Agreement cannot perform any of their respective material obligations herein because of an act or regulation of public authority, fire, riot or civil commotion, lockout, strike or other labor dispute, terrorist act or threat, acts or declarations of war, substantial interruption in, or substantial delay or failure of, technical facilities, war conditions, epidemic, pandemic, death, acts of God or other occurrence outside the reasonable control of City or Licensee ("Force Majeure Event"), both Parties shall be excused of any obligation or liability whatsoever to the other Party to the extent prevented by such Force Majeure Event. Licensee shall be entitled to a refund of the License Fee paid in the event a portion of the Event is cancelled by reason of a Force Majeure Event, less (a) a prorated amount for Licensee's actual use of the Licensed Premises to the effective date of termination, (b) the fee for any reasonable, documented, and non-cancellable costs actually incurred for municipal services provided and damage repair to the effective date of termination pursuant to Section 7 hereof, with personnel costs calculated based upon City's adopted fee schedule for such services, and (c) any reasonable, documented, and non-cancellable costs actually incurred by City in connection with the Event and approved in advance by Licensee.

**30. Default and Remedies.** An event of default ("Event of Default") shall arise hereunder if either Party 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 the non-defaulting Party shall have given written notice of the default to the other Party. If the defaulting Party fails to cure the default within the foregoing time period, or if a cure is not possible, the non-defaulting Party 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 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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: City Manager  
With copy to: City Attorney

Licensee:

Nike, Inc.  
One Bowerman Drive  
Beaverton, OR 97005  
Attention: Office of the General Counsel

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.

**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:**

**NIKE, INC.,** an Oregon corporation

By: \_\_\_\_\_  
Rob Aldinger, Director,  
North America Brand Experiences

# Exhibit A

## Map of Seaside Lagoon, Event Parking Lot, Southern Event Parking Lot and JCS Lot



# Exhibit B

## Map of Event Route






**Exhibit C**

**Map of Veterans Park Parking Lot**



 = Veterans Park Parking Lot

## **Exhibit D**

### **Outreach Plan**

#### **Jan–Feb**

- Develop and review course options with cities
- Begin communications with city departments to review and discuss course options
- Conditional city approvals to announce race
- Start conversations with key stakeholders and venues that will participate in the course

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#### **March–May**

##### **March**

- Global Nike After Dark Tour Announcement:
  - Information released: Los Angeles 13.1
- Initiate special event application process and engagement with City Council, City Manager and city staff

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#### **June–Aug**

##### **June – Registration Opens**

- Determine areas where special vehicle access is needed and begin coordination for additional parking
- Create access plans, parking plans, etc. based on priority list
- Continue to communicate with and update city partners
- Continue course visits to finalize access plans for priority businesses, etc.
- Communicate special access to impacted buildings and distribute access passes and maps to managers, etc.
- All Hands Meeting with Public Agencies
- Partner with City's Chamber of Commerce and work to identify priority list to include:
  - Businesses
  - Hotels
  - Theaters
  - Churches
  - Residential properties along the route
- Determine access needs
- Begin "Save the Date" email and phone communication to Priority List. Include:
  - Event information
  - Street closure timeline/information
  - Course route
- Attend any applicable meetings with City agencies, Police Department, Fire Department, and Public Works Department

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#### **Sep–Oct**

### **30 Days Out**

- Schedule and coordinate direct mailer to businesses and residents within street closure area. Include:
  - Event information
  - Street closure timeline
  - Contact information for event representatives
- "Reminder" email blast sent to Priority List
- Continue communication with Priority List

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### **Race Week**

- Final "reminder" email blast to Priority List
- Final "reminder" communication to all buildings with special access accommodations
- "No Parking" signs distributed along course where needed and suggested by DOT 72 hours prior
- Advance notification signs placed throughout entire route 5–7 days prior
- Final meeting with Traffic Control company and DOT to review final plans
- All Hands meeting with DOT, Police Department, Fire Department, and city partners

## **Exhibit E**

### **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 Premises 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 shall be the responsibility of Licensee. Licensee shall disclose to the City, upon written request, the amount of any applicable deductible or self-insured retention for required coverages. Nothing in this Agreement requires an insurer to amend policy terms to reduce or eliminate any deductible or self-insured retention. If Licensee fails to pay any applicable deductible or self-insured retention, such failure will be treated as a breach only to the extent it results in a material gap in the required coverage.

#### 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 to the extent caused, in whole or in part, by the acts or omissions of Licensee or those acting on Licensee's behalf.

**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 to the extent caused, in whole or in part, by the acts or omissions of Licensee or those acting on Licensee's behalf.

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 will provide that notice of cancellation or material change will be delivered in accordance with the policy provisions. Should any required insurance be cancelled or changed, Licensee will replace such insurance with no gaps in coverage required and provide a replacement certificate of insurance evidencing the replacement insurance policies.

Each insurance policy shall provide (either by policy terms or endorsement) 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 to the extent provided under the applicable policy terms and conditions.

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 certificates of insurance evidencing the coverages required by this clause. Additional insured and primary and non-contributory status may be evidenced by standard ISO endorsements or equivalent policy language, to the extent commercially available. Standard ISO forms are acceptable and no amendment to standard ISO wording is required, provided the coverage intent in this clause is met. The required certificates shall be provided prior to commencement of use of the Licensed Premises and thereafter upon renewal of the required policies during the term. Upon the City's reasonable written request, Licensee will provide copies of relevant declarations pages and applicable endorsements evidencing the coverages required by this clause, subject to reasonable confidentiality protections.

#### Subcontractors

Licensee shall include all subcontractors performing work in the Licensed Premises or in connection with the work under this License as insured under its policies or shall furnish separate certificates of insurance for each subcontractor evidencing compliance. All coverages for such subcontractors shall be subject to all of the requirements stated herein to the extent applicable to the subcontractor's scope of work.

#### Risk Management

Licensee acknowledges that insurance underwriting standards and practices are subject to change, and any change to the insurance requirements in this clause must be set forth in a written amendment to this Agreement executed by both parties.