

CONCESSIONAIRE AGREEMENT

BY AND BETWEEN

THE CITY OF REDONDO BEACH, A CHARTERED MUNICIPAL CORPORATION

AND

**MBM HOSPITALITY, INC., A CALIFORNIA CORPORATION DBA MADE BY MEG
CATERING**

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EXHIBITS

- Exhibit A: Facility Description and Floor Plan
- Exhibit B: Concessionaire Event Contract
- Exhibit C: Quarterly Reporting Form
- Exhibit D: Insurance Requirements for Concessionaire
- Exhibit E: City of Redondo Beach Facility Use Waiver, Release, and Indemnity Agreement
- Exhibit F: Community Use Rules
- Exhibit G: Monthly Complaint Report
- Exhibit H: Accessibility Report – Interior Improvements
- Exhibit I: Facility Walkthrough Checklist

**CONCESSIONAIRE AGREEMENT BY AND
BETWEEN THE CITY OF REDONDO BEACH, A CHARTERED MUNICIPAL
CORPORATION
AND MBM HOSPITALITY, INC. A CALIFORNIA CORPORATION DBA MADE BY
MEG CATERING**

This Concessionaire Agreement (the "Agreement") is entered into on this October 7, 2025 by and between the City of Redondo Beach, a chartered municipal corporation (the "City"), and MBM Hospitality, Inc., a California corporation dba Made By Meg Catering (the "Concessionaire").

RECITALS

WHEREAS, the City owns the Veterans Historic Library and Community Center, located at 309 Esplanade, Redondo Beach, CA 90277, a restored historic building located in Veterans Park (the "Facility"); and

WHEREAS, the Facility plays a vital role in the community by hosting public events, celebrations, and cultural gatherings, as well as providing services, programs, and amenities for public use and benefit; and

WHEREAS, the City aims to enhance the Facility's use and revenue potential, and to provide for the use of the Facility by and for the benefit of the general public, without discrimination, while safeguarding its historic significance and community access; and

WHEREAS, the revitalization of the Facility as provided in this Agreement is limited to making improvements, renovations, or updates to the existing building, while preserving its structural integrity; and

WHEREAS, the Concessionaire possesses the expertise and qualifications necessary to manage, operate, and maintain the Facility, and to provide catering and concession services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE 1: FACILITY DESCRIPTION

The Facility is a three-level, 11,400-square-foot building featuring a grand ballroom, meeting rooms, catering facilities, support facilities, and an elevator for full accessibility. The elevator is centrally located and provides access to all three levels of the Facility. The Facility is fully accessible to the disabled. The Facility description and floor plan of each level is included as Exhibit A. The Facility includes:

- 1.1 **Main Floor:** A 6,356-square-foot grand ballroom, a 700-square-foot meeting room, and historic architectural features such as bookshelves and light fixtures.

- 1.2 **Lower Level:** Two meeting rooms measuring 390 square feet and 450 square feet, a men's restroom equipped with three water closets, two urinals, and two sinks; and a women's restroom with six water closets and two sinks. Additionally, it features an 870-square-foot catering kitchen designed to support food preparation and service needs, complete with storage cabinets and essential equipment. Support facilities are primarily located on the lower level.
- 1.3 **Mezzanine Level:** A 1,098-square-foot area overlooking the main level.
- 1.4 **Exterior Areas:** A paved concrete driveway at the rear of the building designated for deliveries, a small adjacent parking lot for ADA and staff parking, and a loading area directly west of the building ("Loading Area"). Additional outdoor spaces include the lawn area on the Facility's west side adjacent to the loading area ("West Lawn"), and the lawn area situated in the center of the vehicular Circle Drive roundabout ("North Lawn"). Both lawn areas are available for outdoor ceremonies and activities.
- 1.5 **Condition of Facility.** Concessionaire shall be deemed to have accepted possession and control of the Facility "AS-IS" without any representation or warranty of City except as provided in this Agreement. Concessionaire acknowledges that it has had the advice of such independent professional consultants and experts as it deems necessary in connection with its investigation and study of the Facility, and has, to the extent it deemed necessary, independently investigated the condition of the Facility, and the laws relating to the construction, maintenance, use and operation of the Facility, including environmental, zoning and other land use requirements, and has not relied upon any statement, representation or warranty of City of any kind or nature in connection with its decision to execute and deliver this Agreement and its agreement to perform the obligations of Concessionaire except as provided in this Agreement. Except as provided in this Agreement, City makes no covenant, warranty or representation as to the suitability of the Facility for the uses permitted by this Agreement, or respecting any condition of the Facility, nor does City make any covenant, representation or warranty regarding the suitability of the Facility for the proposed use.

ARTICLE 2: TERM AND RENEWAL

- 2.1 **Initial Term:** The Agreement shall commence on October 7, 2025 and expire on October 6, 2035.
- 2.2 **Options to Extend:** The Concessionaire may extend the Agreement for up to two (2) additional five-year periods, subject to the following conditions:
- 2.2.1 **Compliance:** The Concessionaire must be in full compliance with all terms and conditions of this Agreement at the time of the extension.
- 2.2.2 **Renegotiation:** The parties shall renegotiate and agree in writing on the following terms prior to the commencement of each extension period:
- a. Rent, including the percentage of gross revenue to be paid to the City;
 - b. The minimum annual Rent payable to the City as defined in Section 4.1;

- c. The allocation of ongoing Facility maintenance responsibilities, including specific responsibilities for each party and potential costs.

Failure to reach a mutual agreement on the renegotiated terms by the end of the then-current term shall render the option to extend void.

- 2.3 **Renewal Notice:** Concessionaire must notify the City in writing at least 120 days before the expiration of the current term to exercise any extension.
- 2.4 **Financial Hardship:** In the event Concessionaire incurs sustained and demonstrable operating losses for the café operations over a three-month period, upon the delivery of a written request from the Concessionaire, the parties shall engage in good faith discussions concerning potential modifications to the terms and conditions of this Agreement. Any modification, amendment, or waiver resulting from such discussions shall be effective only if set forth in a written instrument duly executed by authorized representatives of both parties. Nothing in this section shall be construed to impose any obligation upon either party to enter into or agree to any amendment, adjustment, or concession of any kind.

ARTICLE 3: USE OF THE FACILITY

- 3.1 **Exclusive Rights for Scheduling, Operation, and Management:** Except as otherwise provided in this Agreement, the City grants to the Concessionaire the exclusive right to schedule, operate, and manage the Facility as a full-service wedding, banquet, and special event venue, including catering and concession services. No other concessionaires or vendors may schedule, operate, or manage the Facility for these type of services without the express written consent of Concessionaire. The Concessionaire shall make the Facility available for rental and community group use throughout the year, subject to the following conditions:
 - 3.1.1 Exclusion of federal and local holidays unless otherwise mutually agreed.
 - 3.1.2 Compliance with all terms outlined in this Agreement.
- 3.2 **Café Operations**
 - 3.2.1 **Public Accessibility:** The Concessionaire shall operate a café within the Facility that is accessible to the general public. The café shall be open and operational for a minimum of four (4) hours daily, Wednesday through Sunday, unless otherwise specified in this Agreement. Private events booked in the Facility shall not impact café operating hours. The Concessionaire shall post café hours in a conspicuous location, including but not limited to, the front door and website.
 - 3.2.2 **Modified Hours for External Event:** The Concessionaire may reduce or modify café operating hours in response to government-imposed shutdowns, pier or park construction, roadwork, beach closures, or other conditions constituting a force majeure event, as defined in this Agreement.

- 3.2.3 **Use of Loading Area:** The Concessionaire is permitted to use the Loading Area for café seating to accommodate patrons. However, no furniture, equipment, or other café-related items may remain in the Loading Area overnight. The Concessionaire shall remove and securely store all café-related items within the Facility and ensure it is thoroughly cleaned of any food or beverage debris after each day's operations.
- 3.2.4 **Closures:** The Concessionaire may keep the café closed on federally recognized holidays. In addition, Concessionaire may designate the following dates for café closure: Easter Sunday, Mother's Day, Father's Day, Rosh Hashanah, Yom Kippur, Day before Thanksgiving, Thanksgiving, Day after Thanksgiving, Christmas Eve, and the period from Christmas Day to New Year's Day.

3.3 Exterior Use of Facility Grounds

- 3.3.1 **Use of North Lawn:** The Concessionaire is authorized to use the North Lawn for outdoor ceremonies, subject to the following conditions:
- a. The North Lawn is designated solely for use as a ceremony space.
 - b. No more than one (1) outdoor ceremony may be held per day and not more than five (5) ceremonies per week.
 - c. Each ceremony, including setup and cleanup, may not exceed four (4) hours in duration.
 - d. Outdoor ceremonies will only be offered between 10:00 a.m. and sunset.
 - e. Use of the North Lawn is not permitted on Veterans Day or Memorial Day.
 - f. Only environmentally friendly items may be placed on the ground. The Concessionaire shall make every effort to ensure the removal of all items left behind following each event.
 - g. Upon the City's request, the Concessionaire shall provide a monthly schedule of planned events on the North Lawn. Such schedules shall not be unreasonably withheld or delayed.
 - h. The Concessionaire shall reimburse the City for any repairs necessitated by damage to the North Lawn caused by its use, excluding any damage that is part of ordinary wear and tear, which the City is responsible for under Section 6.1. The City shall use commercially reasonable efforts to promptly and efficiently complete such repairs.
- 3.3.2 **Use of West Lawn:** The Concessionaire is authorized to use the West Lawn for outdoor ceremonies and events, subject to the following conditions:
- a. No more than two (2) outdoor ceremonies may be held per day.

- b. Events on the West Lawn are limited to Fridays, Saturdays, and Sundays between 10:00 a.m. and 10:00 p.m. and Monday to Thursday between 10:00 a.m. and 8:30 p.m.
- c. Use of the West Lawn is not permitted on Veterans Day or Memorial Day.
- d. Only environmentally friendly items may be placed on the ground. The Concessionaire shall ensure the removal of all items left behind following each event.
- e. Upon the City's request, the Concessionaire shall provide a monthly schedule of planned events on the West Lawn. Such schedules shall not be unreasonably withheld or delayed.
- f. The Concessionaire shall reimburse the City for any repairs necessitated by damage to the West Lawn caused by its use, excluding any damage that is part of ordinary wear and tear, which the City is responsible for under Section 6.1. The City shall use commercially reasonable efforts to promptly and efficiently complete such repairs.

3.3.3 Amplified Sound Permit: The Concessionaire shall request an annual Amplified Sound Permit from the City prior to using amplified sound for events and ceremonies on the North Lawn and West Lawn.

- a. For the initial permit, the Concessionaire must submit a request at least forty-five (45) days before the planned start of the amplified use.
- b. For annual renewals, the Concessionaire must submit a request at least forty-five (45) days prior to the expiration of the current permit.
- c. The City may issue the permit at its sole discretion, provided the request meets all requirements and compliance obligations.
- d. The Concessionaire shall comply with all applicable federal, state, and local laws, regulations, and ordinances governing noise levels, sound amplification, and public events, including but not limited to:
 - i. Complying with the City's noise control regulations, including permitted decibel levels and time restrictions for amplified sound.
 - ii. Complying with all conditions outlined in the Amplified Sound Permit, including specified hours of operation, location restrictions, and any requirements for monitoring or controlling noise impact on surrounding areas.

In the event the Concessionaire fails to comply with the requirements outlined in this Section 3.3, the City may revoke the Amplified Sound Permit, suspend

outdoor event(s), close the Facility, issue penalties, and/or pursue any remedies available under this Agreement or applicable law.

3.4 Exclusive Scheduling:

The Concessionaire shall have exclusive rights to schedule events and activities throughout the term of the Agreement.

3.4.1 However, notwithstanding any other provision of this Agreement, the City reserves the right to schedule, reserve, and utilize any portion of the North Lawn (as defined in Section 1.4) for certain designated events, including without limitation, high-profile regional or international events, or those events deemed by the City, in its sole discretion, to be locally significant, provided that:

- a. City use shall be limited to no more than two (2) days per week and no more than five (5) days per year in total, in addition to Memorial Day and Veterans Day, which are hereby designated as City reserved dates.
- b. If the Concessionaire has a prior confirmed event scheduled, the Concessionaire's event shall take precedence. The City may not displace, cancel, or supersede the Concessionaire's scheduled event and must make reasonable efforts to coordinate its event around the Concessionaire's existing booking, including adjusting timing, location, or scope to allow for concurrent use where feasible.
- c. If the City schedules an event on a date that was previously open and unreserved by the Concessionaire, the Concessionaire shall no longer have the right to book an event on that date.
- d. In the event both Concessionaire and the City have scheduled events on the same day, and both events can be conducted without undue interference, the Concessionaire shall make every reasonable effort to work with the City to accommodate a concurrent event, provided that both events can be conducted without undue interference. The City and the Concessionaire shall work in good faith to adjust timing, location, or other arrangements to facilitate concurrent use whenever feasible. If concurrent outdoor events are held, each party shall:
 - i. Ensure that its respective event does not cause undue disruption to the other's activities, including noise, parking congestion, or excessive crowding. Any disputes shall be resolved by the City's Community Services Director or designee, whose decision shall be final.
 - ii. Designate an event coordination point of contact to address any conflicts that may arise.

- e. The City will provide the Concessionaire with at least thirty (30) days' written notice of any scheduled outdoor event, including the specific dates, times, and areas to be reserved.

3.5 City Reserved Dates: In the event the City would like to use the Facility, it must contact Concessionaire to confirm availability. The City's use of the Facility is subject to the following:

- 3.5.1 The City may reserve use of the Facility up to two (2) years in advance. If the requested dates are available, Concessionaire shall approve the City reservation requests
- 3.5.2 The City's use of the Facility will exclude the catering kitchen, upstairs prep kitchen and onsite equipment, and the use of the two (2) lower-level rooms shall require prior written approval from the Concessionaire.
- 3.5.3 The City will return the Facility to the Concessionaire in its original state prior to the City's use.
- 3.5.4 The City will exclusively utilize the Concessionaire's catering services for all events held within the Facility, selecting from a variety of menu options provided by the Concessionaire, including the café menu during regular operating hours.
- 3.5.5 The City may use the Concessionaire's tables and chairs for City-hosted events, provided that the City will be responsible for the setup, breakdown, and cleanup associated therewith. The City will be responsible for the reasonable cost of repair or replacement of any tables and chairs beyond reasonable wear and tear from standard operations. All such costs shall be subject to the City's prior written approval and shall be substantiated by itemized invoices issued by the Concessionaire's contractor or vendors. The Concessionaire shall repair or replace the affected items with goods of substantially similar quality, type, and condition, and may deduct the approved, reasonable costs from the City's quarterly Rent obligations.
- 3.5.6 The Concessionaire shall ensure that its staff remains on-site during City events to assist with Facility needs and provide oversight for required services during the City and Concessionaire agreed upon Facility use hours. The Concessionaire shall ensure the staff is available for up to 8 consecutive hours each day to accommodate the City's Facility use needs.
- 3.5.7 The City affirms that it will require all users of the Facility to comply with the Concessionaire's event contract terms, including rules on Facility hours, care instructions, catering policies, and beverage services. A copy of the Concessionaire's event contract is included as Exhibit B.
- 3.5.8 Unless otherwise provided in the Agreement, the City's use of the Facility shall not exceed fourteen (14) consecutive days or forty-five (45) total days per year. Any

additional dates for City use shall be negotiated between the Concessionaire and the City and require a written amendment.

- 3.5.9 The City's cost for using the Facility shall be paid to Concessionaire through a Rent reduction in the same amount, and calculated as follows:

3.5.9.1 Years 1 – 4: \$4,000 each week (seven days), or \$572 per day.

3.5.9.2 Years 5 – 10: \$5,000 each week (seven days), or \$715 per day.

3.6 Cultural Commitments

- 3.6.1 **Rotating Exhibits:** The Concessionaire shall organize and present at least four (4) quarterly rotating exhibits annually, featuring artifacts, local historical items, art, or similar cultural displays. These exhibits must be accessible for public viewing during the Facility's operating hours.
- 3.6.2 **Community Events:** The Concessionaire shall coordinate and implement community-focused events and activities in collaboration with local groups and organizations. These events must be open to the public and held throughout the year.
- 3.6.3 **Opening Day Celebration:** The Concessionaire, in partnership with the City, shall jointly plan and execute an opening day celebration to commemorate the reopening of the Facility. The opening day celebration must occur no later than June 30, 2026. However, if both parties mutually agree that the opening cannot reasonably occur by June 30, 2026, both parties shall schedule a mutually agreed-upon date later in 2026, but no later than December 31, 2026.

3.7 Parking Management

- 3.7.1 **Employee Parking:** The Concessionaire may utilize the north parking lot adjacent to the Facility exclusively for employee parking. The designated ADA parking stall within the lot must remain accessible to the public at all times while the Facility is in use.
- 3.7.2 **Concessionaire Parking Solution:** For private events scheduled by the Concessionaire, excluding Community Events as defined in Section 3.6.2, that will require more than 55 parking spaces, or any event with more than 110 attendees, the Concessionaire shall ensure compliance with one of the following:
- a. **Valet Operations:** A licensed, insured, and bonded valet service. The valet service must ensure prompt removal and retrieval of vehicles to minimize disruption to event operations and public access.
 - i. The Concessionaire shall ensure valet services use the Circle Drive roundabout located directly north of the Facility as the designated drop-off and pick-up point for event vehicles. Temporary parking is permitted only

during active valet operations, and no vehicle may remain in the Circle Drive unattended.

- b. **Shuttle Service:** A licensed, insured, and bonded shuttle service.
- c. **Off-Site Parking:** private, nonpublic parking lots to accommodate attendee vehicles located within a ¼ of a mile of the Facility.
 - i. The Concessionaire shall secure off-site parking lots with capacity to accommodate all vehicles associated with events held at the Facility. The Concessionaire shall direct attendees to the designated off-site parking location.

3.7.3 **City Parking Responsibilities for City Hosted Events:** For City hosted events held pursuant to Section 3.6, the City will be responsible for coordinating parking for its attendees. At the City's sole discretion, the City may:

- a. Utilize available parking resources;
- b. Arrange for independent parking solutions; or
- c. Coordinate with the Concessionaire to utilize valet, shuttle, or off-site parking services contracted by Concessionaire, subject to a written mutual agreement on scope, cost and availability.

Nothing in this section shall obligate the City to use the Concessionaire's services or restrict the City's ability to determine its own parking arrangements.

3.7.4 **Lawn and Sidewalk Parking Restrictions:** The Concessionaire shall ensure that no vehicles associated with the Facility, its events, or attendees are parked on lawns or sidewalks within Veterans Park. Under no circumstances shall such parking occur, and the Concessionaire shall take all necessary measures to enforce this restriction and ensure compliance by all attendees.

3.8 **Concessionaire's Employees**

3.8.1 The Concessionaire shall employ and maintain an adequate number of personnel at the Facility at all times to ensure efficient operations and delivery of high-quality service to patrons during the hours of Facility use by the Concessionaire, including but not limited to, when providing services for City hosted events described in Section 3.6. Such personnel shall be sufficient to handle the day-to-day operations, including event management, catering, café services, maintenance, and other activities outlined in this Agreement. The Concessionaire shall ensure that all employees are properly trained in the operation of the Facility's equipment in accordance with industry standards applicable to the Concessionaire's services provided under the Agreement. The Concessionaire shall also ensure employees adhere to all applicable safety protocols, operational procedures, and customer service standards specific to its operations, including but not limited to, catering,

event management, and Facility maintenance. Furthermore, the Concessionaire shall require all employees to uphold the highest standards of cleanliness, professionalism, and courtesy in their interactions with the public, event attendees, and City representatives. To fulfill the requirements, the Concessionaire shall implement and maintain a comprehensive training program that aligns with industry best practices and obligations set forth in this section.

- 3.8.2 The Concessionaire shall comply with all applicable federal, state, and local labor laws, including but not limited to those governing wages, workplace safety, and nondiscrimination. In accordance with federal law, including Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA), and California law, including the Fair Employment and Housing Act (FEHA) and the Unruh Civil Rights Act, the Concessionaire shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions), national origin, ancestry, age, disability, medical condition, genetic information, marital status, sexual orientation, gender identity, gender expression, military or veteran status, or any other status protected by applicable law.

3.9 Complaints Handling

- 3.9.1 The Concessionaire shall promptly address all complaints received from the public or Facility users regarding the services, operations, or condition of the Facility. The Concessionaire shall investigate each complaint and take any corrective action necessary to resolve the issue in a timely manner.
- 3.9.2 The Concessionaire shall document each complaint, including the nature of the issue, the action taken in response, and the timeline for resolution. Such documentation shall be provided to the City upon request.
- 3.9.3 The Concessionaire shall notify the City of all complaints received and the actions taken to address them in a monthly report, which shall be submitted using the form attached as Exhibit G. The completed form shall be submitted to the City no later than the fifteenth (15th) calendar day of the following month. If the City determines that a complaint is of a serious nature, the City shall provide written notice to the Concessionaire, and the Concessionaire shall respond in writing to the City's inquiry within five (5) calendar days of receiving the notice.
- 3.9.4 In cases where complaints are not resolved to the City's satisfaction, the City reserves the right to require additional corrective actions or impose remedies as provided for in this Agreement.

3.10 Permits, Licenses, and Taxes

- 3.10.1 The Concessionaire shall, at its own expense, obtain and maintain all necessary permits, licenses, and approvals required for the operation of the Facility and the performance of its obligations under this Agreement. Such permits and licenses shall include, but are not limited to, business licenses, health department certifications, and any other regulatory approvals required by local, state, or federal authorities.
 - 3.10.2 The Concessionaire shall ensure that all permits and licenses remain valid and in good standing throughout the term of this Agreement. Copies of all required permits and licenses shall be provided to the City upon request.
 - 3.10.3 The Concessionaire shall pay all applicable taxes, fees, or assessments associated with the operation of the Facility, including, but not limited to any other business-related taxes or charges.
 - 3.10.4 Failure to maintain necessary permits, licenses, or pay required taxes shall constitute a material breach of this Agreement and may result in termination as provided under Article 8 of this Agreement.
 - 3.10.5 In no event shall the Concessionaire be deemed in material breach per Section 3.10.4 if its failure to timely obtain any such permit, license, or approval results from delay, inaction, or other cause attributable to the City or any other local, state, or federal authority, provided that the Concessionaire has submitted a timely and complete application for the permit, license, or approval at issue.
 - 3.10.6 Pursuant to Revenue & Taxation Code Section 107.6, City hereby advises Concessionaire that the possessory interest in the Facility conveyed to Concessionaire by this Agreement may be subject to property taxation, and that it is Concessionaire's obligation under this Agreement to pay or cause to be paid all of such property taxes if any are levied on Concessionaire's possessory interests in the Facility. Concessionaire acknowledges that it understands that property taxes may be levied on its possessory interest in the Facility despite the fact that City's ownership of fee title to the Facility is exempt from property taxation.
- 3.11 **Community Use and Resident/Nonprofit Access:** The Concessionaire shall provide the southwest room of the Facility's main floor for use by residents and nonprofit organizations for meetings only. Such use shall be subject to the following conditions:
- 3.11.1 Community Use and Resident/Nonprofit Access shall be available on Mondays and Tuesdays from 9:00 am to 4:00 pm and on Wednesdays from 9:00 am to 9:00 pm.
 - 3.11.2 Meetings shall not exceed two (2) hours, including setup and cleanup, and organizations may book a maximum of twelve (12) dates per year.
 - 3.11.3 Group size shall be limited to no more than forty (40) attendees.
 - 3.11.4 Discounted weekday reservation rates shall apply for meetings:

- a. Non-City Residents: \$325 per hour
- b. City Residents: \$162.50 per hour. The Facility user must provide current proof of residency and must be present for the duration of the event.
- c. Local Nonprofits: Free. For the purpose of this section, a Local Nonprofit shall be defined as a nonprofit organization that (1) maintains current Federal 501(c)(3) tax-exempt status, (2) is based in and primarily serves the city of Redondo Beach, and (3) has a representative present for the duration of the event. Proof of nonprofit status and a local business address must be provided at the time of application.

3.11.5 A standard setup fee of \$100 shall apply for each use which includes setting up and tearing down tables and chairs as well as cleanup.

3.12 **Prohibition on Obstruction:** The Concessionaire shall not obstruct or cause to be obstructed any portion of sidewalks, entries, passageways, vestibules, halls, elevators, or other access points to the Facility. Such areas shall only be used for immediate ingress, egress, loading, or unloading related to the Facility's operations or events.

3.13 **Active Public Use; Operating Covenant.** The objectives of this Agreement are the continuous use of the Facility by and for the benefit of the general public, along with the generation of revenue therefrom. Accordingly, Concessionaire agrees and covenants that it shall open the Improvements for business in accordance with the requirements hereof, and shall use good faith diligent efforts to operate the Facility continuously during the entire Term of this Agreement in accordance with the requirements hereof. In light of these objectives, Concessionaire shall use commercially reasonable efforts to maximize the use of the Facility, in order to maximize public use and enjoyment thereof, and so that the City may obtain maximum rental and tax revenue therefrom.

ARTICLE 4: RENT AND QUARTERLY REPORTING

4.1 **Rent:** The Concessionaire agrees to pay the City quarterly Minimum Rent and Percentage Rent (collectively, "Rent"), calculated in accordance with Section 4.1.3, with guaranteed annual minimum payments, upon opening of the Facility, as follows:

4.1.1 **Minimum Annual Rent Payable:** For clarity, the term Minimum Annual Rent Payable ("Minimum Rent") refers to the guaranteed minimum amount the Concessionaire is required to pay to the City each calendar year, regardless of actual revenue generated or performance of the Concessionaire's operations, as specified below. These amounts are:

Year 1: \$125,000

Year 2: \$150,000

Year 3: \$175,000

Year 4: \$200,000
Year 5: \$220,000
Year 6: \$240,000
Year 7: \$260,000
Year 8: \$280,000
Year 9: \$300,000
Year 10: \$320,000

The Minimum Rent shall be paid in equal quarterly installments, in advance of each calendar quarter, as further provided in Section 4.1.4.

- 4.1.2 **Percentage Rent:** “Percentage Rent” shall mean rent calculated as a percentage of the Concessionaire’s gross receipts from Revenue-Generating Activities, as set forth in Section 4.1.3, in excess of the Minimum Rent for each calendar year. Percentage Rent shall be determined on a quarterly basis, reconciled (“trued up”) against the Minimum Rent already paid in advance for that quarter. Any Percentage Rent owed above the Minimum Rent shall be paid to the City within thirty (30) days following the end of each quarter, together with the Quarterly Reporting Form required under Section 4.2.
- 4.1.3 The Concessionaire shall provide written notice to the City confirming the first date of operations. However, if the Concessionaire does not commence operations at the Facility for the full calendar year, the Minimum Rent payable shall be prorated based on the number of days the Facility is open for operations. “Start of Operations” shall mean the date upon which the Concessionaire receives a Certificate of Occupancy from the City for the intended use of the Facility, and is legally permitted to begin operations, including the hosting of private events and/or café service. In no event shall the Start of Operations occur later than ten (10) business days following issuance of the Certificate of Occupancy, regardless of whether the Concessionaire has scheduled its first event or opened for café service. The prorated Rent shall be calculated as follows:
- a. $(\text{Minimum rent} \div 365) \times \text{the number of “Days of Operation”}$.
 - b. “Days of Operation” shall mean each calendar day during which the Facility was open for operation (i.e., Concessionaire had at least limited possession of and access to the Facility and was not precluded by the City from providing services or generating revenue thereon).
 - i. “Days of Operation” shall exclude any day on which the City exercises its exclusive use of the Facility pursuant to Section 3.6 and precludes the Concessionaire from operating in any portion of the Facility or providing services of any kind.

- ii. Days on which the City reserves the North Lawn pursuant to Section 3.4.2 shall remain included in the “Days of Operation” count, as such reservations do not constitute a restriction on the Concessionaire’s ability to operate within the remainder of the Facility or to engage in Revenue-Generating Activities.
- iii. “Revenue-Generating Activities” shall mean any use of the Facility by the Concessionaire that results in gross receipts, including but not limited to catering, venue rentals (excluding café sales), that are subject to Rent under this Agreement.

4.1.4 Rent:

- a. The Rent/Minimum Rent shall consist of:
 - i. 15% of gross catering and café sales
 - ii. 15% of gross venue rental fees
 - iii. 15% of gross production charges
 - iv. 15% of gross event equipment and accessories rentals
- b. The Rent/Minimum Rent shall exclude event staff charges, gratuity and sales tax.
- c. Concessionaire Improvement Credit: Concessionaire shall invest in approved improvements to the Facility, as detailed in Section 5.1. In consideration, the City shall allow Tenant to recover up to \$325,000 in rental credits during the first two (2) years of the lease term, subject to the following:
 - i. Concessionaire shall remain responsible for paying the full Minimum Rent of \$125,000 in Year 1 and \$150,000 in Year 2, without offset.
 - ii. Any Rent due in excess of the Minimum Rent in Years 1 and 2 may be applied as a credit toward Concessionaire’s \$325,000 investment.
 - iii. Total credits shall not exceed \$325,000 and must be fully applied, if at all, by the end of Year 2. No unused balance shall carry over or be reimbursed thereafter.
 - iv. Concessionaire shall provide documentation of qualifying expenditures upon request, subject to City verification.
- d. Major Facility Systems Credit: Concessionaire shall receive a credit in the amount of Three Thousand Five Hundred Dollars (\$3,500) per month (the “Major Facility Systems Credit”), which shall be applied solely against Rent due in excess of the Minimum Rent. Such credit is granted as consideration for

the Concessionaire's obligation to maintain and manage the facility and the facility systems described in Section 6.1.1.

4.1.5 Payment: The Concessionaire shall remit Rent payment to the City on a quarterly basis, in accordance with the following schedule:

- a. Minimum Rent: The Minimum Rent shall be paid in quarterly installments, in advance, no later than the first day of each calendar quarter, based on the annual amounts specified in Section 4.1.1 (prorated if applicable).
- b. Percentage Rent True-Up: Following the close of each quarter, the Concessionaire shall reconcile actual Rent owed under Section 4.1.3 against the Minimum Rent already paid for that quarter. Any Percentage Rent owed in excess of the Minimum Rent shall be remitted within thirty (30) days following the end of the applicable quarter. Such payment must be accompanied by the Quarterly Reporting Form described in Section 4.2.
- c. Quarterly Periods:
 - i. Quarter 1: January 1 to March 31
 - ii. Quarter 2: April 1 to June 30
 - iii. Quarter 3: July 1 to September 30
 - iv. Quarter 4: October 1 to December 31

For provisions governing proration of the Minimum Rent due to suspension or early termination of this Agreement, refer to Section 8.6.

4.2 Quarterly Reporting: The Concessionaire shall prepare and submit a detailed Quarterly Reporting Form attached hereto as Exhibit C, to the City no later than thirty (30) days following the end of each calendar quarter. The form must be completed in full and must include all supporting documentation as noted in Exhibit C and shall serve as the basis for calculating any Percentage Rent owed for that quarter pursuant to Section 4.1.2.

4.2.1 Upon City's request, the Concessionaire shall provide additional supporting documentation to verify accuracy of the reported revenues, expenses, and payments.

4.2.2 Persistent failure to submit reports within 30 days after notice from the City may result in the termination of this Agreement.

4.3 Other Financial Commitments

4.3.1 Opening Expenses: The Concessionaire shall allocate \$33,500 to cover initial expenses necessary to support the operation of the Facility, including but not limited to:

- a. Café small wares and equipment,

- b. Website design and development, and
- c. Employee uniforms and related materials.

4.3.2 Marketing and Public Outreach

- a. The Concessionaire shall allocate 2.5% of net annual sales towards marketing, advertising, and social media outreach efforts.
- b. These funds shall be used for marketing, advertising, and social media outreach, including but not limited to, promoting:
 - i. The availability and amenities of the Facility,
 - ii. Café operations and offerings, and
 - iii. Public events and community engagement activities.

4.4 Records and Billing

4.4.1 Billing and Payment Collection

- a. The Concessionaire shall arrange and collect all billings and payments related to the use of the Facility, including, but not limited to, venue rental fees, catering charges, café sales, and any other services provided under this Agreement.
- b. The Concessionaire shall conduct all billing and payment procedures in a professional and transparent manner, in accordance with industry best practices for a catering and food service business and in compliance with applicable laws and regulations.

4.4.2 Maintenance of Books and Records

- a. The Concessionaire shall maintain full, complete, and accurate books, records, and accounts of all gross sales and income generated from operations under this Agreement, including but not limited to, transactions conducted in cash, check, and on credit.
- b. These records shall include, but are not limited to:
 - i. Weekly gross sales reports;
 - ii. Invoices and receipts;
 - iii. Sales tax reports;
 - iv. Payment records for Facility usage;
 - v. Contracts or agreements related to events or services provided at the Facility.

- c. All records shall be retained by the Concessionaire for a minimum of four (4) years following the date of the transaction to which they pertain in accordance with Section 9.4.

4.4.3 Inspection Rights

- a. The City and its auditors and agents shall have the right to examine and inspect the Concessionaire's books, records, and accounts at any reasonable time during the Concessionaire's regular business hours to ensure compliance with this Agreement. Such inspections may include:
 - i. Reviewing sales and financial records;
 - ii. Examining tax filings and reports related to the Facility;
 - iii. Verifying any payments owed to the City under the revenue-sharing provisions of this Agreement.
- b. The Concessionaire shall provide access to all requested records in a timely manner and shall cooperate fully with the City during any such inspection or audit.

4.4.4 Adjustment for Discrepancies

- a. If any audit or inspection reveals that the Concessionaire has underreported gross sales or income, or underpaid any amounts owed to the City under this Agreement, the Concessionaire shall immediately remit the full amount of the discrepancy.
- b. If underreporting exceeds three percent (3%) of the reported gross sales for the period, the Concessionaire shall also reimburse the City for the full cost of the audit.
- c. If the City identifies an overpayment, the City shall reimburse the Concessionaire for the overpaid amount within a reasonable timeframe.
- d. Any material discrepancies discovered during an audit, including evidence of intentional misreporting, shall constitute a breach of this Agreement and may result in termination pursuant to Article 8.

ARTICLE 5: FACILITY IMPROVEMENTS

5.1 Concessionaire's Responsibilities: The Concessionaire shall implement a series of Facility improvements at its own expense to enhance the functionality and operability of the Facility, while preserving the structural integrity of the Facility. The Concessionaire's obligations include the following:

5.1.1 American with Disabilities Act (“ADA”) Improvements: The Concessionaire shall complete all required ADA upgrades to the interior of the Facility prior to opening operations ensuring compliance with ADA standards for accessibility. Interior ADA improvements will not exceed 20% of Concessionaire’s initial investment in Facility improvements. The City shall remain responsible for exterior ADA compliance as outlined in Section 5.2.

- a. Employ a licensed California contractor to execute required ADA improvements.
- b. Complete required ADA upgrades to the interior of the Facility to ensure compliance with the ADA, as shown in Exhibit H, excluding necessary repairs to the elevator, which will be completed by the City.
- c. Open the Facility for operation no later than twelve (12) months after executing this Agreement and taking full possession of the Facility, unless construction or permitting delays occur that are deemed reasonable by the City, in its sole discretion. Café operations must open no later than eighteen (18) months after executing this Agreement and taking full possession of the Facility, unless construction or permitting delays occur that are deemed reasonable by the City, in its sole discretion.

5.1.2 General Requirements

- a. All improvements must be completed by a licensed contractor.
- b. The Concessionaire shall obtain the City’s prior written approval for all improvements before commencing work. However, the City’s approval is solely for verifying compliance with applicable building codes, ADA accessibility, safety regulations, historical designation, and any other applicable laws. The Concessionaire shall be responsible for selecting contractors, funding improvements, and managing construction without City involvement. City approval shall not be required for contractor selection, cost management, or construction execution, provided that all work complies with all applicable laws and regulations.
- c. The Concessionaire shall obtain all necessary permits and comply with applicable local, state, and federal regulations.

5.1.3 Labor Law Requirements: The Concessionaire shall comply with all applicable federal and state labor laws in performing any construction or maintenance work under this Agreement, including but not limited to Concessionaire Improvements as defined in Article 5 and Maintenance described in Section 6.1. This includes, without limitation, paying prevailing wages and employing apprentices if such work qualifies as a “public work” as defined in Section 1720 of the California Labor

Code. The City does not make any representation as to whether the work performed by the Concessionaire qualifies as a “public work” or regarding the applicability or non-applicability of the Prevailing Wage Law to the construction and maintenance work required hereunder. The Concessionaire acknowledges that the City has not represented, in any form, that the work is not a “public work.”

The Concessionaire and its contractors and subcontractors shall pay prevailing wages and employ apprentices in compliance with California Labor Code Sections 1770 through 1782, and any other relevant sections. The Concessionaire shall be responsible for maintaining all records required by Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and adhering to all other regulations and statutory requirements related to public works, including posting job site notices as prescribed by Labor Code Section 1771.4 and ensuring compliance with apprentice employment requirements under Sections 1777.5, 1777.6, and 1777.7.

If a worker is paid less than the prevailing rate determined by the Director of Industrial Relations, the Concessionaire shall forfeit the maximum amount allowable by law for each calendar day (or portion thereof) for each underpaid worker, as a penalty to the City, per Labor Code Section 1775.

The Concessionaire shall secure workers’ compensation insurance or undertake self-insurance as required by Labor Code Sections 1860 and 3700, certifying awareness and compliance before commencing work.

The Concessionaire is responsible for ensuring that all subcontractors comply with these labor law requirements, including these statutory provisions in written contracts with subcontractors, enforcing compliance, and conducting periodic reviews of subcontractors’ certified pay-roll records to ensure prevailing wage payments.

The Concessionaire shall provide the City with all required notices, certifications, and records related to its compliance with prevailing wage laws, including but not limited to certified pay-rolls, as may be required by law or by the City. The City has the right to inspect and audit such records at any reasonable time to ensure compliance with labor laws.

The Concessionaire shall immediately notify the City in writing of any actual or potential violation of labor laws or any claim, demand, or suit brought against it or the City related to labor law compliance.

The failure of the City to exercise any right or enforce any provision of this Agreement shall not be deemed a waiver of its right to do so in the future.

- 5.1.4 **Indemnification for Labor Law Claims:** To the maximum extent permitted by law, the Concessionaire shall indemnify, protect, defend, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and

agents from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, penalties, liabilities, costs and expenses of every kind and nature whatsoever, arising from or related to any act, failure to act, error or omission of the Concessionaire's performance or work in the areas of the Facility that are under its possession at the time of such act, failure to act, error or omission, specifically related to its failure to comply with applicable labor laws, including but not limited to payment of prevailing wages if required.

This indemnification obligation shall not apply to claims arising solely from the City's construction activities in areas not under the Concessionaire's possession, except to the extent such claims are caused by the Concessionaire's acts or omissions in areas under its possession.

The Concessionaire's obligation to defend, protect, indemnify, and hold harmless the City shall include, but not be limited to, hiring legal counsel to represent the City in any legal proceeding, and paying all associated costs and expenses, including attorneys' fees.

The Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Concessionaire or the City. This indemnification obligation shall survive the termination of this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

The Concessionaire shall maintain, at its own expense, workers' compensation insurance as required by law and any other insurance coverage necessary to cover its obligations under this Agreement, including but not limited to general liability insurance. The City may require proof of such insurance at any time.

For claims arising from or related to the Concessionaire's compliance with applicable labor laws, the terms of this section shall control over any general provisions of this Agreement.

5.1.5 Concessionaire General Improvements: The Concessionaire shall oversee and complete all the Facility improvements as follows:

- a. **Interior Renovations:** The Concessionaire shall complete all general interior enhancements, including carpet replacement, painting, restroom upgrades, and other necessary improvements.
- b. **Kitchen (Including Beverage Kitchen on the Main Level) Restoration, Renovation, and Upgrades:** The Concessionaire shall:
 - i. Restore the kitchen to a fully functional and operational state, ensuring it meets all industry commercial kitchen standards for food service

operations, including without limitation, repair or replacement of the grease trap.

- ii. May install a beverage/prep kitchen in the northwest corner of the main level.
 - iii. At its discretion, reuse or replace existing kitchen fixtures, provided that the kitchen meets all applicable health, safety, and operational requirements.
 - iv. Obtain the City's written approval of the completed kitchen renovation, restoration, and upgrades.
 - v. Pay any necessary purchases, repair or renovations to meet industry commercial kitchen standards.
- c. **Liquor Licensing:** Obtain and maintain a liquor license for Facility operations.
- d. **Café Furnishings and Equipment:** The Concessionaire shall purchase the furniture and specialty equipment to support café operations.
- e. **Completion Timeline:** The Concessionaire shall complete all required improvements under this Section 5.1.3 no later than twelve (12) months after taking full possession of the Facility, excluding the Café, which has until eighteen (18) months after taking full possession of the Facility to open. The Concessionaire may request a reasonable extension for delays caused by permitting or construction issues subject to City approval. Failure to meet these deadlines without City approved extensions shall constitute a material breach of this Agreement.
- f. **Not Development.** Concessionaire shall ensure that the improvements made to the Facility shall preserve the structural integrity of the Facility and shall not constitute "development" as defined in the Surplus Land Act Guidelines.

5.1.6 **Initial Capital Investment:** At the commencement of the Concessionaire's possession of the Facility, the Concessionaire shall contribute the following estimated amounts towards improvements:

Description	Concessionaire Contribution
Initial Investment	\$666,000.00
ADA Improvements (20% of Initial Investment)	\$134,00000
Contingency (10% of the Initial Investment) – These funds shall be used solely for unforeseen repairs directly related to the Facility. The Concessionaire shall have full discretion over the use of these funds, however, all expenditures must be documented and reported to the City on a quarterly basis, with itemized invoices and a description of the necessary	\$ 66,000.00

repair. Any unexpended balance shall remain available for the duration of this Agreement to cover unforeseen repairs.	
Total Contribution	\$866,000.00

5.1.7 **Allocation:** The Concessionaire's estimated capital contribution shall be flexibly allocated across the following categories, except for ADA and contingency funds, which are fixed percentages and must be used as specified:

- a. **Interior Renovations:** \$439,000
- b. **Kitchen (May include Beverage Kitchen on the Main Level) Restoration, Renovation, and Upgrades:** \$195,000
- c. **Liquor Licensing:** \$12,000
- d. **Café Furnishings and Equipment:** \$20,000
- e. **ADA Improvements:** 20% of Initial Investment \$134,000
- f. **Contingency:** 10% of Initial Investment \$66,000 for unforeseen repairs directly related to the Facility. The Concessionaire shall have full discretion over the use of these funds, however, all expenditures must be documented and reported to the City on a quarterly basis, with itemized invoices and a description of the necessary repair. Any unexpended balance shall remain available for the duration of this Agreement to cover unforeseen repairs.

5.1.8 **Ongoing Facility Improvement Fund:** The Concessionaire shall allocate 1% of its net annual sales to fund ongoing Facility improvements. These funds will be used-to complete the following projects upon meeting the associated net sales thresholds. Commencement of any project listed below is subject to necessary approvals from the City, applicable regulatory agencies, and any other authorities having jurisdiction. Prevailing wages may apply to the construction projects listed below, in accordance with applicable laws.

- a. **\$5 Million Annual Sales:** Construction of a gender-neutral, single-user restroom on the southwest corner of the main level.
- b. **\$6 Million Annual Sales:** Installation of a raised deck under the fig tree located south of the Facility, including French doors leading to the deck from the main level.
- c. **\$7 Million Annual Sales:** Remodeling of the two existing closets at the main entrance into single-user, water closet-style restrooms.

5.1.9 **Completion Timeline:** Facility improvements funded through the ongoing improvement fund shall be completed within one (1) calendar year of achieving the applicable sales threshold. If additional time is needed to obtain permits or

approvals, the Concessionaire must demonstrate ongoing progress to the satisfaction of the City.

5.1.10 Alternative Projects: If the Concessionaire is unable to complete a designated improvement or the City identifies an alternative project, the Concessionaire shall notify the City in writing. The Concessionaire must recommend alternative projects for consideration, and the City retains sole discretion to approve or deny these recommendations. If the City denies a proposed project or no project is approved, the Concessionaire shall continue to propose alternative projects until the City approves one. The City and Concessionaire shall then work collaboratively to determine a mutually agreeable alternative project utilizing the designated funds. Failure by the Concessionaire to comply with these requirements may be deemed a material breach of this Agreement.

5.1.11 Possession Phases:

- a. **Limited Possession:** Upon completion of the window replacement project and the installation of the roof by the City, as set forth in Section 5.2, and the City providing written notice of completion, the Concessionaire shall take limited possession of the Facility. During this period, the Concessionaire acknowledges that the City may continue other improvements under Section 5.2, and the Concessionaire shall coordinate with the City in accordance with Section 5.3.
- b. **Full Possession:** Upon completion of the remaining improvements under Section 5.2 by the City, and the City providing written notice of completion, the Concessionaire shall take possession of the entire Facility.

5.2 City's Responsibilities: The City will be responsible for completing the following interior and exterior improvements to the Facility for which City funds are allocated, within nine (9) months of execution of the Agreement:

- 5.2.1 Repair of interior and exterior wall damage, including stucco replacement where necessary.
- 5.2.2 Completion of the ongoing window replacement project to ensure energy efficiency and aesthetic appeal, including repair of water damage around windows, power washing of exterior walls, and exterior painting.
- 5.2.3 Replacement of the existing water heater(s) to improve functionality and support Facility operations.
- 5.2.4 Inspection and maintenance of the Facility's hot water system, including replacement of insulation, gate valves, and temperature gauges.
- 5.2.5 Completion of ADA upgrades to the main entrance.

- 5.2.6 Provide ADA compliant access and improvements to the north entrance and parking lot.
- 5.2.7 Perform the upgrades to the exterior western stairway to provide accessibility.
- 5.2.8 Cleaning of skylights above the dance floor, mezzanine areas, and the arched window above the entrance.
- 5.2.9 Cleaning or replacement of interior vents.
- 5.2.10 Fire and Safety Code Compliance: Inspection and repair of the Fire Sprinkler System, including the replacement of damaged sprinkler heads. Ensure compliance with all applicable City fire and building codes.
- 5.2.11 Ensure electrical and gas systems are functioning properly and in compliance with applicable safety codes.
- 5.2.12 Inspect and address plumbing deficiencies, including any necessary repairs to ensure proper water flow and drainage.
- 5.2.13 Ensure the improvements meet energy efficiency requirements under Title 24 of the California Code of Regulations for the Facility.
- 5.2.14 Installation of a new roof.
- 5.2.15 Replacement of the plaque on the Facility's monument sign at the main entrance.
- 5.2.16 Replacement of the Facility's knox box at the main entrance.
- 5.2.17 Ensure the elevator meets all ADA requirements, as outlined in Exhibit H.

5.3 Construction Coordination: After the completion of the windows and roof replacement, the City and Concessionaire shall coordinate their construction activities to minimize disruption, maintain safety standards, and prevent undue delays. Accordingly, the parties agree to the following coordination measures:

- 5.3.1 Develop and maintain a mutually agreed upon construction schedule that outlines the timing, sequencing, and scope of their respective construction activities under Sections 5.1 and 5.2. This schedule shall be designed to minimize interference between the parties' work and ensure that each party can meet its improvement deadlines specified in Sections 5.1 and 5.2. The schedule must be finalized within thirty (30) days of the Agreement's execution and updated as necessary to show progress, unforeseen conditions, or other relevant factors.
- 5.3.2 Each party shall designate a primary point of contact for construction related coordination. These representatives shall be responsible for facilitating

communication, resolving scheduling conflicts, and ensuring compliance with this Section 5.3.

- 5.3.3 The parties shall meet at least once a month (or more frequently as needed) to discuss construction progress, scheduling adjustments, and any potential conflicts. The City may require additional meetings at its discretion to address urgent issues.
- 5.3.4 Each party shall provide the other party with at least fourteen (14) days written notice before commencing any construction work that may impact the other party's activities. This includes, but is not limited to, work affecting shared access points, utilities, facility operations, or public areas.
- 5.3.5 Each party shall take reasonable steps to minimize disruptions to the other party's operations, including noise, dust, access limitations, and other construction related impacts. The parties shall coordinate staging areas, deliveries, and work hours to avoid unnecessary interference.
- 5.3.6 In the event of a conflict or delay caused by one party's construction activities affecting the other party's work, the parties shall work together in good faith to resolve the issue and minimize any impact on the project timeline.
- 5.3.7 In no event shall the coordination plan modify or extend the deadlines for completing the improvements as specified in Sections 5.1 and 5.2, unless both parties agree in writing. The City shall not be responsible for any costs, claims, or delays incurred by the Concessionaire due to lack of coordination or failure to adhere to the agreed upon schedule.

ARTICLE 6: MAINTENANCE AND UTILITIES

6.1 Facility Maintenance

6.1.1 Concessionaire's Responsibilities

- a. The Concessionaire shall perform all maintenance associated with the operation of the Facility. This includes maintaining and repairing the Facility and all equipment and materials used by the Concessionaire in a clean, safe, and sanitary condition. The Facility shall remain free from rubbish, refuse, food scraps, garbage, dust, dirt, offensive or unsanitary materials, pests, insects, rodents, and vermin. The Concessionaire shall adhere to the Los Angeles County Health Department regulations and maintain the Facility to the satisfaction of the City.
- b. At the City's request, the Concessionaire shall submit a written maintenance plan that outlines the maintenance schedule for the Facility and its systems.
- c. The Concessionaire's ongoing maintenance obligations include, but are not limited to, the following:

- i. Daily janitorial services.
- ii. Maintenance of floor and ceiling coverings.
- iii. Cleaning and upkeep of interior walls and partitions.
- iv. Maintenance of interior windows and doors, including glass.
- v. Servicing of electrical and utility installations, including phone and data cabling.
- vi. Maintenance and inspection of the hood or fire suppression system.
- vii. Care of sewer plugs and sewer pipes, including lateral lines within the Facility.
- viii. Prevention and clearing of blockages in the Facility's drain lines. Should excessive grease buildup result in blockages, the Concessionaire shall be liable for the full cost of any repairs undertaken by the City.
- ix. Maintenance and repair of kitchen equipment, including appliances, exhaust fans, air filters, fire protective systems (Halon), flues, and ducts.
- x. Servicing of electrical outlets and interior lighting fixtures.
- xi. Cleaning of grease traps, which must be performed at least every six (6) months.
- xii. Maintenance of water heaters and water softener systems.
- xiii. Major Facility systems, including HVAC, elevator, sprinkler systems, electrical panels, and sewer main.
- e. The Concessionaire shall, during and immediately following each event, ensure the removal of all rubbish, refuse, food scraps, and garbage from the Facility to a City-approved refuse storage and pickup location.
- f. The Concessionaire shall not take, or allow to be taken, any action that may interfere with the effective operation of the Facility's air conditioning systems or other essential systems.
- g. Concessionaire shall provide the City with a written maintenance plan no later than ninety (90) days after executing this Agreement, but prior to the opening of the Facility to the public. The maintenance plan shall outline the proposed maintenance schedule for all Facility systems, including but not limited to, fire suppression and kitchen equipment. The City reserves the right to request modifications to the maintenance plan.
- h. City may, upon 24-hour advanced written notice except in case of emergency, enter upon the Facility, or any portion thereof, from time to time, for the

purpose of inspecting an actual or reasonably and in good faith suspected breach of this Section 6.1.1 by Concessionaire that reasonably requires entry upon the Facility. In so doing, City shall use reasonable efforts to minimize disruption to Concessionaire or its customers and invitees. City shall not be liable to Concessionaire, or any person or entity claiming through Concessionaire, or to its customers and invitees for any loss, damage or harm arising out of City's exercise of the rights of entry reserved herein except to the extent the same is due to the willful misconduct or gross negligence of City, its agents, contractors, officers, employees or others entering the Facility at City's invitation. Except for damages arising from the willful misconduct or gross negligence of City, its agents, contractors, officers or employees, neither Concessionaire nor any of its customers or invitees, or other person claiming under or through Concessionaire, shall be entitled to any consequential damages arising therefrom.

- i. If Concessionaire fails to make repairs or replacements as required by this Agreement and such failure has a material adverse impact in the operation of the Facility, after the expiration of any applicable notice and cure period, City may make such repairs and replacements at Concessionaire's expense. Concessionaire shall reimburse City for the actual costs thereof within thirty (30) days after City's notice specifying such costs together with a written invoice therefor. Such costs may include, without limitation, the reasonably necessary cost of design, labor, material, equipment, the value of services provided by City's employees in the actual performance of the repairs and replacements, and the cost of professional services such as attorneys, accountants, contractors and other consultants as may be reasonably incurred or paid by City. If City makes such repairs or replacements, Concessionaire shall indemnify and hold City harmless from and against all claims, demands, loss or liability of any kind arising out of or connected in any way with such work, including, but not limited to claims by Concessionaire, its officers, employees, agents, customers and invitees, except to the extent the same is due to the willful misconduct or gross negligence of City, its agents, contractors or employees.

6.1.2 City Responsibilities

- a. The City will be responsible for the ongoing maintenance and repair of the following:
 - i. Bearing and exterior walls, including glass doors, exterior doors, and window frames.
 - ii. Subflooring and roof, including tiles, gutters and downspouts.

- iii. Landscaping surrounding the Facility, including regular lawn maintenance and general landscaping to cover ordinary wear and tear, consistent with current design and upkeep, to support outdoor events. Landscaping maintenance includes, but is not limited to the care of planters, irrigation systems, walkways, rodent management and the service driveway.
 - iv. Timely vandalism repair and graffiti removal upon Concessionaire's reporting to the City,
- b. City agrees to credit \$3,500 each month as noted in Section 4.1.3.d (Major Facility Systems credit) in consideration of the Concessionaire's ongoing facility maintenance and upkeep. Should an individual system cost more than a combined total of \$10,000 in one year, or a single incident cost for replacement or repair exceeds \$15,000, Concessionaire and City shall discuss cost-sharing options.
 - c. Concessionaire agrees that, except as otherwise provided in this Section 6.1.2, City shall not be required to perform any maintenance, repairs or services or to assume any expense in connection with the Facility. Concessionaire hereby waives all rights to make repairs or to cause any work to be performed at the expense of City as may be provided for in Section 1941 and 1942 of the California Civil Code, if applicable.

6.2 Utilities

- 6.2.1 The Concessionaire shall pay all charges related to electricity, gas, water, and refuse services at the Facility.
- 6.2.2 Additionally, the Concessionaire shall provide the following services:
 - a. Telephone and internet services.
 - b. Monthly security alarm service.
 - c. Monthly pest and rodent control services for the interior and the exterior perimeter, as determined by the pest and rodent control service provider.

ARTICLE 7: INSURANCE, INDEMNITY, LIABILITY, AND WAIVER OF CLAIMS.

- 7.1 **Insurance:** Concessionaire shall comply with the requirements set forth in Exhibit D. Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
- 7.2 **Indemnity:** To the maximum extent permitted by law, Concessionaire hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for

bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Concessionaire's performance or work hereunder in the areas of the Facility that are under its possession at the time of such act, failure to act, error or omission, as defined in Section 5.1.11 (including any of its officers, agents, employees, Subcontractors, contractors, users of the Facility, volunteers or any other third parties) or its failure to comply with any of its obligations contained in the Agreement that relate to such possessed areas as defined in Section 5.1.11, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Concessionaire or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

For avoidance of doubt, Concessionaire shall not indemnify for claims arising solely from the City's construction activities in areas not under Concessionaire possession, except to the extent such claims are caused by the Concessionaire's acts or omissions in those areas.

7.2.1 **Nonwaiver of Rights:** Indemnitees do not and shall not waive any rights that they may possess against Concessionaire because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

7.2.2 **Waiver of Right of Subrogation:** Concessionaire, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

7.3 **Liability:** The Concessionaire shall require users of the Facility, including but not limited to, nonprofit organizations, event organizers, and other third parties, to execute a City Facility Use Waiver, Release, and Indemnity Agreement ("Waiver of Liability"). This Waiver of Liability form shall be substantially in the same form as the template attached as Exhibit E, with Exhibit F (Community Use Rules) attached to it, and must be completed prior any use of the Facility. This Waiver of Liability form shall release the Indemnitees from any claims, damages, or liabilities arising from the use of the Facility, except those caused by the City's sole negligence or willful misconduct.

7.3.1 The Concessionaire shall:

- a. Retain copies of all signed Waiver of Liability forms for a minimum of five (5) years following the date of use.
- b. Provide copies of signed Waivers of Liability to the City upon request.

- c. Ensure that all Waivers of Liability are in compliance with Exhibit F (Community Use Rules) of this Agreement.

7.3.2 Failure to obtain and retain signed Waivers of Liability as required shall constitute a material breach of this Agreement.

7.4 Waiver of Claims and Acceptance of Facility: Upon City's completion of the window replacement project and the installation of the roof by the City, as set forth in Section 5.2, and providing written notice of completion, the Concessionaire shall take limited possession as defined in Section 5.1.11, accepting the Facility's accessible parts on an "as is" and "where is" basis, and waives all claims against the City for those parts, as specified in Sections 7.3.1 to 7.3.3, to the extent it has taken possession. Accessible parts are those parts of the Facility not under Section 5.2 remaining improvements. The Concessionaire shall coordinate with the City's ongoing repairs per Section 5.3.

Upon City's completion of the remaining improvements under Section 5.2, the Concessionaire shall take full possession, accepting the entire Facility on an "as is" and "where is" basis, and waives all claims against the City for those parts, as specified in Sections 7.3.1 to 7.3.3.

7.4.1 Damages to the Facility or any improvements therein caused by normal wear and tear, unforeseen events, or third-party actions.

7.4.2 Losses or injuries to the Concessionaire or third parties within the Facility, except those directly resulting from the City's sole negligence or willful misconduct.

7.4.3 Any damages, losses or injuries to the Concessionaire or third parties within the Facility occurring during the City's use are the City's responsibility.

Nothing in this section shall limit the indemnification obligations set forth in Section 7.1 of this Agreement.

ARTICLE 8: TERMINATION

8.1 Termination for Cause: The City may immediately terminate this Agreement by providing written notice to the Concessionaire if the Concessionaire:

8.1.1 Materially breaches this Agreement by failing to perform any material obligation under this Agreement and does not cure such failure within sixty (60) days after receiving written notice of default from the City;

8.1.2 Violates any applicable law, regulation, or permit related to its operations under this Agreement;

8.1.3 Becomes insolvent, files for bankruptcy, or ceases operations; or

8.1.4 Engages in conduct that, in the City's sole discretion, jeopardizes public health, safety, or welfare.

8.2 Failure to Obtain Licenses and Approvals: If the Concessionaire fails to secure and maintain all necessary licenses, permits, and approvals required for its operations prior to the commencement of services, and such delay is solely due to Concessionaire's acts or failure to act, the City may terminate this Agreement immediately upon written notice.

8.3 Termination for Public Purpose or Redevelopment: The City reserves the right to terminate this Agreement upon at least one (1) year prior written notice if the Facility is required for redevelopment, public use, or any other purpose determined by the City in its sole discretion. If the City terminates this Agreement for public purpose or redevelopment, the City shall reimburse the Concessionaire for a portion of its initial capital investment based on an amortized schedule over the agreement's 10-year term, estimated as follows:

Amortization Schedule for Capital Investment Reimbursement	
Without Using the Contingency Funds:	
• Renovations:	\$666,000
• ADA improvements @ 20%:	\$134,000,
• Total Capital Investment:	\$800,000
• Amortized Reimbursement Amount (per year over 10 years):	\$80,000
Using All Contingency Funds:	
• Renovations:	\$666,000
• Contingency (if needed):	\$66,000
• ADA improvements @ 20%:	\$134,000
• Total Capital Investment:	\$866,000
• Amortized Reimbursement Amount (per year over 10 years):	\$86,600

The above is an estimate. Proration will be calculated on actual Capital Investment confirmed by both the Concessionaire and the City. If the termination occurs midyear, the reimbursement shall be prorated on a monthly basis for each month remaining in the calendar year.

8.4 Force Majeure Events: If the Facility becomes unusable for more than ninety (90) consecutive days due to a Force Majeure Event (as defined in Section 9.7), the City and Concessionaire shall mutually agree on the course of action, including:

- 8.4.1 Suspending this Agreement without penalty until the Facility is restored to a usable condition. During the period of suspension, the Concessionaire would not be required to provide the City compensation due under the Agreement;
- 8.4.2 Terminating this Agreement by providing at least sixty (60) days' written notice to the other party; or
- 8.4.3 Negotiating new terms for the remaining term of the agreement.

If the Agreement is suspended, the City and the Concessionaire shall reassess the Facility's condition and restoration timeline every thirty (30) days to mutually determine whether continued suspension, termination, or negotiation is appropriate.

8.5 Termination Due to Damage or Destruction: If, in the City's sole discretion, the Facility is deemed unusable due to substantial damage or destruction from a Force Majeure Event (as defined in Section 9.7) for more than ninety (90) days, the City may terminate this Agreement upon at least sixty (60) days' written notice, without obligation to repair or restore the Facility.

8.6 Proration of Minimum Rent Upon Suspension or Termination

8.6.1 If the Agreement is suspended pursuant to Section 8.4.1, the Concessionaire shall not be obligated to pay the Minimum Rent or any other compensation to the City during the suspension period.

8.6.2 If this Agreement is terminated prior to the end of a calendar year, including under Sections 8.3, 8.4.2, or 8.5, the Minimum Rent for that year shall be prorated based on the "Days of Operation," as defined in Section 4.1.1. The prorated amount shall be calculated by:

- a. Dividing the applicable Minimum Rent by 365; and
- b. Multiplying the result by the number of "Days of Operation" during that year.

8.6.3 For clarity, no waiver or proration shall apply unless the Agreement is formally suspended or termination pursuant to one of the provisions cited above.

8.7 Obligations Upon Termination: Upon termination of this Agreement for any of the above reason, the Concessionaire shall:

8.7.1 **Vacating the Facility:** Promptly vacate the Facility and return possession to the City in good condition, less ordinary wear and tear. Concessionaire may remove Concessionaire-owned smallwares, furniture and rental equipment.

8.7.2 **Transfer of Records:** Transfer to the City all relevant records, including but not limited to financial reports, reservation details, and maintenance logs, within thirty (30) days of the termination date.

8.7.3 Refund Obligations

- a. Refund any advance payments received from Facility users who booked with the Concessionaire for canceled events, reservations, or services that were unfulfilled prior to the termination date. Refunds must be issued within sixty (60) days of the termination date.

- b. Refunds must be issued by check, wire transfer, or other agreed-upon methods with the Facility users who booked with the Concessionaire.
- c. The Concessionaire shall bear all costs associated with issuing refunds, including administrative or processing fees.

8.7.4 Bankruptcy Specific Obligations: In the event the Concessionaire files for bankruptcy or is subject to any other insolvency proceeding, whether voluntary or involuntary, the Concessionaire shall:

- a. Provide written notice to affected users within five (5) business days of the bankruptcy filing, detailing the refund process and expected timeline.
- b. Ensure compliance with all refund obligations in accordance with applicable laws.

8.7.5 Financial Settlements with the City: Settle any outstanding financial obligations to the City, including unpaid Rent or other fees, within sixty (60) days following the termination date.

8.7.6 Transition Assistance: Provide cooperation and assistance to facilitate a smooth transition of the Facility's management to the City or its designee, including transferring operational records and notifying Facility users of the termination.

8.8 No Waiver of Remedies: Termination of this Agreement shall not waive the City's or Concessionaire's right to seek damages or pursue other legal remedies arising from the City's or Concessionaire's breach of this Agreement.

8.9 Ownership of Facility Improvements & Removal of Property

8.9.1 Ownership Upon Termination: Upon termination or expiration of this Agreement, all improvements, alterations, or modifications made to the Facility by the Concessionaire shall immediately and automatically become the sole property of the City, without compensation to the Concessionaire.

- a. **Exception for Force Majeure Damage or Destruction:** If this Agreement is terminated under Section 8.5 (Termination Due to Damage or Destruction), the City and Concessionaire shall mutually determine whether any improvements may be removed, subject to the following conditions:
 - i. The City shall have sole discretion to determine whether improvements may be retained, removed, or demolished based on safety, feasibility, and regulatory requirements.
 - ii. The Concessionaire shall not remove any permanently affixed improvements unless authorized in writing by the City.

- iii. If removal is impractical due to safety hazards, structural instability, or restricted access, the City's determination shall be final, and such improvements shall remain City property.

8.9.2 **Removal of Property:** The Concessionaire shall remove its personal property, trade fixtures, and equipment not permanently affixed to the Facility within thirty (30) days of termination, unless otherwise agreed in writing by the City. Any items not removed within this period may, at the City's sole discretion, be treated as abandoned property and disposed of or retained by the City without compensation or liability.

- a. **Exception for Force Majeure Damage or Destruction:** If conditions prevent timely removal, the City and Concessionaire shall coordinate an alternative retrieval plan. If no plan is agreed upon within sixty (60) days, any remaining property shall be deemed abandoned and may be disposed of by the City without compensation or liability to the Concessionaire.

8.9.3 **Restoration Obligation:**

- a. If the Facility remains usable, the City may, at its sole discretion, require the Concessionaire to:
 - i. Remove specified improvements completed by Concessionaire, excluding improvements outlined under Section 5.1.5 a & b.
 - ii. Restore the Facility to its original condition, less ordinary wear and tear, upon termination or expiration of this Agreement, excluding improvements under Section 5.1.5 a & b, unless otherwise agreed in writing.
- b. If the Facility has been substantially damaged or destroyed due to a Force Majeure Event, the Concessionaire shall not be required to perform any restoration, and the City shall determine the extent of demolition, repair, or rebuilding at its sole discretion

ARTICLE 9: GENERAL PROVISIONS

- 9.1 **Facility Walkthrough:** City and Concessionaire shall schedule a facility walkthrough at an agreed upon date and time after execution and expiration of this Agreement to assess the condition of the Facility. The Facility Condition Checklist attached hereto as Exhibit "I" shall be used to document the condition of the Facility. Authorized representatives of both parties must sign the completed checklist to confirm the Facility's condition at the time of the walkthrough.
- 9.2 **Inspection Rights:** The City shall have the right to enter the Facility at any time for the purpose of inspecting the condition of the Facility and verifying compliance with this Agreement and all applicable laws and regulations. The City may also enter the

premises, or any portion thereof, to cure an actual or suspected breach of this Agreement if such breach reasonably necessitates entry. In all instances, the City shall use reasonable efforts to minimize disruption to the Concessionaire's operations and provide notice of entry whenever practicable.

- 9.3 **Professional Ability:** Concessionaire acknowledges, represents and warrants that Concessionaire is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Concessionaire as a material inducement to enter into this Agreement. Concessionaire shall perform in accordance with generally accepted professional practices and standards of Concessionaire's profession.
- 9.4 **Independent Contractor:** Concessionaire acknowledges, represents and warrants that Concessionaire is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Concessionaire shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Concessionaire's sole responsibility.
- 9.5 **Notice:** Written notices to City and Concessionaire shall be given by registered or certified mail, postage prepaid, reputable overnight delivery service, or personally served, and addressed to the following parties.

Concessionaire: MBM Hospitality, Inc. dba Made By Meg Catering
2303 West 190th Street
Torrance, CA 90504
Attention: Megan Walker

City: City of Redondo Beach
Community Services Department
1922 Artesia Blvd
Redondo Beach, CA 90278
Attention: Kelly Orta

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon overnight delivery or personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

Unless otherwise specified in this Agreement, all Rent payments, reports, financial records, documentation, and any other materials required to be submitted by the Concessionaire under this Agreement shall be delivered to the City at the address and to

the attention of the party designated in this Section, using one of the delivery methods authorized herein.

- 9.6 **Records:** Concessionaire, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the services set forth herein. Concessionaire, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Concessionaire's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

- 9.7 **Force Majeure:** Neither party shall be liable for failure to perform its obligations under this Agreement, except for the payment of money, if such failure is due to a Force Majeure event. A "Force Majeure" event is defined as an event beyond the reasonable control of the affected party, including, acts of God, war, terrorism, civil disturbances, governmental actions, strikes, or other labor disputes, pandemics, epidemics, or other events that disrupt normal operations.

In the event of a Force Majeure event, the affected party must immediately notify the other party in writing, specifying the nature of the Force Majeure event and its expected duration. The City, at its discretion, will consider granting an extension of time to perform any obligations under this Agreement, but the City is under no obligation to do so. If a Force Majeure event lasts longer than ninety (90) days and materially impacts the City's or Concessionaire's ability to utilize the services or property in question, the City may, at its option, terminate the Agreement without liability.

The affected party shall take all reasonable and necessary steps to mitigate the impact of the Force Majeure event and to resume performance as soon as reasonably possible. If the event continues for more than thirty (30) days, the City and Concessionaire will renegotiate the reduction of any Rent, fees, or compensation due under the Agreement. Remedies specific to the Facility's usability due to Force Majeure are set forth in Section 8.5.

- 9.8 **Business License:** Concessionaire shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

- 9.9 **Conflict of Interest:** Concessionaire acknowledges, represents and warrants that Concessionaire shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Concessionaire further acknowledges, represents and warrants that Concessionaire has no

business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Concessionaire acknowledges that in the event that Concessionaire shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

- 9.10 **Non-Liability of Officials and Employees of the City:** No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 9.11 **Compliance with Laws:** Concessionaire shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
- 9.12 **Duty to Prevent Hazardous Materials Contamination.** Concessionaire shall take all commercially reasonable precautions to prevent the release of any hazardous materials into the environment in violation of governmental requirements by Concessionaire or its officers, employees, agents, contractors, customers, and invitees. Such precautions shall not prohibit the use of substances of kinds and in amounts ordinarily and customarily used or stored in similar facilities and otherwise in compliance with all governmental requirements.
- 9.13 **Storage or Handling of Hazardous Materials.** Concessionaire, at its sole cost and expense, shall comply (and shall use commercially reasonable efforts to cause its customers and invitees to comply) with all applicable governmental requirements for the storage, use, transportation, handling and disposal of Hazardous Materials on or about the Facility, including without limitation wastes generated in connection with the uses conducted at the Facility. Such compliance efforts shall include a program to make users of the Facility aware of governmental requirements relative to hazardous materials, and monitoring, reporting and imposing fines with respect thereto. In the event Concessionaire and/or any of its customers or invitees will store, use, transport, handle or dispose of any hazardous materials in violation of governmental requirements, Concessionaire shall promptly notify City in writing following becoming aware of such violation. Concessionaire shall conduct all monitoring activities required or prescribed by applicable governmental requirements, and shall, at its sole cost and expense, comply with all posting requirements of Proposition 65 or any other similarly enacted governmental requirements. In addition, in the event of any complaint or governmental inquiry, or if otherwise deemed necessary by City in its reasonable good faith judgment, City may require Concessionaire, at Concessionaire's sole cost and expense, to conduct specific monitoring or testing activities with respect to hazardous materials at the Facility in violation of governmental requirements. Such monitoring programs shall be in compliance with applicable governmental requirements, and any program related to the specific monitoring of or testing for hazardous materials at the Facility, shall be

satisfactory to City, in City's reasonable good faith discretion. Concessionaire's obligations hereunder shall survive the termination of this Agreement

- 9.14 **Non-Discrimination:** Concessionaire shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Concessionaire shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Concessionaire shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Concessionaire shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

- 9.15 **Limitations upon Subcontracting and Assignment:** The Concessionaire shall not assign or subcontract this Agreement without the City's prior written approval, which may be withheld at the City's sole discretion. The Concessionaire shall provide written notice to the City at least thirty (30) days prior to any proposed assignment or subcontracting for review and approval.

The sale, assignment, transfer, or other disposition of twenty-five percent (25%) or more of the ownership interest or voting control in the Concessionaire shall constitute an assignment requiring City approval. Further, the involvement of Concessionaire or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Concessionaire's assets occurs, which reduces Concessionaire's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 9.16 **Subcontractors:** Concessionaire shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Concessionaire shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
- 9.17 **Integration:** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Concessionaire and City may be used to assist in the interpretation of the exhibits to this Agreement.
- 9.18 **Amendment:** This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

- 9.19 **Conflicting Provisions:** In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Concessionaire.
- 9.20 **Exhibits:** All exhibits hereto are made a part hereof and incorporated herein by reference.
- 9.21 **Time of Essence:** Time is of the essence of this Agreement.
- 9.22 **Third Parties:** Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered “third parties.”
- 9.23 **Governing Law and Venue:** This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 9.24 **Mediation and Attorneys’ Fees:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to a court action. If a party commences an action without first attempting to resolve the matter through mediation, or before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, following the completion of mediation, the prevailing party in such action shall be entitled to reasonable attorneys’ fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
- 9.25 **Claims:** Any claim by Concessionaire against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
- 9.26 **Interpretation:** Concessionaire acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
- 9.27 **Severance:** Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- 9.28 **Authority:** City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on

behalf of City. The party signing on behalf of Concessionaire warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Concessionaire, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Concessionaire.

9.29 **Survival of Provisions:** The following provisions, along with any other obligations expressly stated to survive in this Agreement, shall survive the termination or expiration of this Agreement and remain binding upon the parties:

- Section 7.1: Insurance
- Section 7.2: Indemnity
- Section 7.4: Waiver of Claims and Acceptance of Facility
- Section 8.7: Obligations Upon Termination
- Section 8.9: Ownership of Facility Improvements & Removal of Property
- Section 9.6: Records
- Section 9.23: Governing Law and Venue
- Section 9.24: Mediation and Attorneys' Fees
- Section 9.25: Claims
- Any other section of this Agreement that, by its nature, imposes obligations intended to survive termination or expiration.

9.30 **Headings:** The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and will not be deemed to limit, characterize, or affect in any way the provisions of the Agreement, and all provisions of the Agreement will be construed as if no headings had been used in the Agreement.

9.31 **Waiver:** The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Redondo Beach, California, as of this 7th day of October, 2025.

CITY:

CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor

CONCESSIONAIRE:

MBM HOSPITALITY, INC., DBA MADE
BY MEG CATERING, a California
corporation

By:  _____
B6DB4544CC7C4B0...

Its: President

ATTEST:

Eleanor Manzano
City Clerk

APPROVED AS TO FORM:

Joy A. Ford
City Attorney

APPROVED:

Diane Strickfaden
Risk Manager

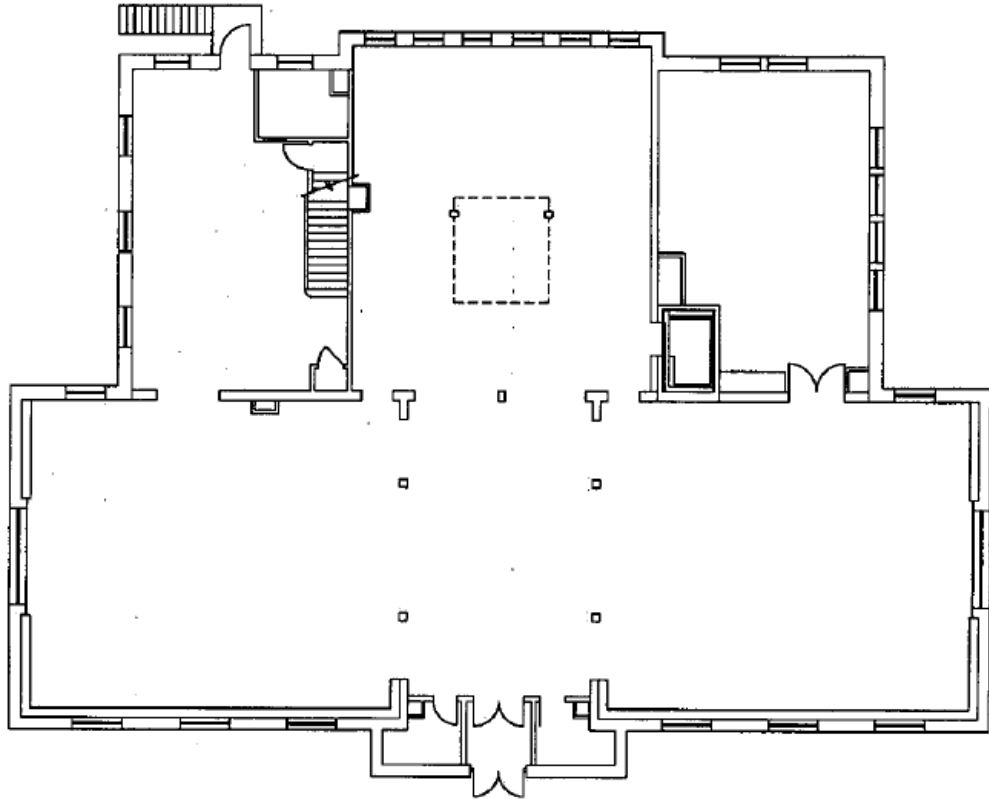
EXHIBIT A

FACILITY DESCRIPTION AND FLOOR PLAN

The legal facility description is:

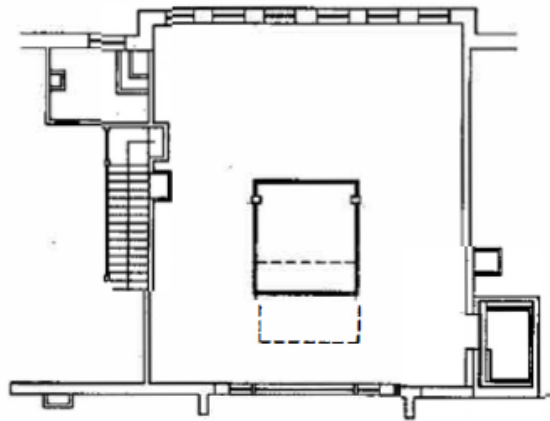
Redondo Hotel Tract, Lots 1-14, Por. 15, Por. 18, 19-35, 38, and 39.

The floor plan for the Facility is attached.



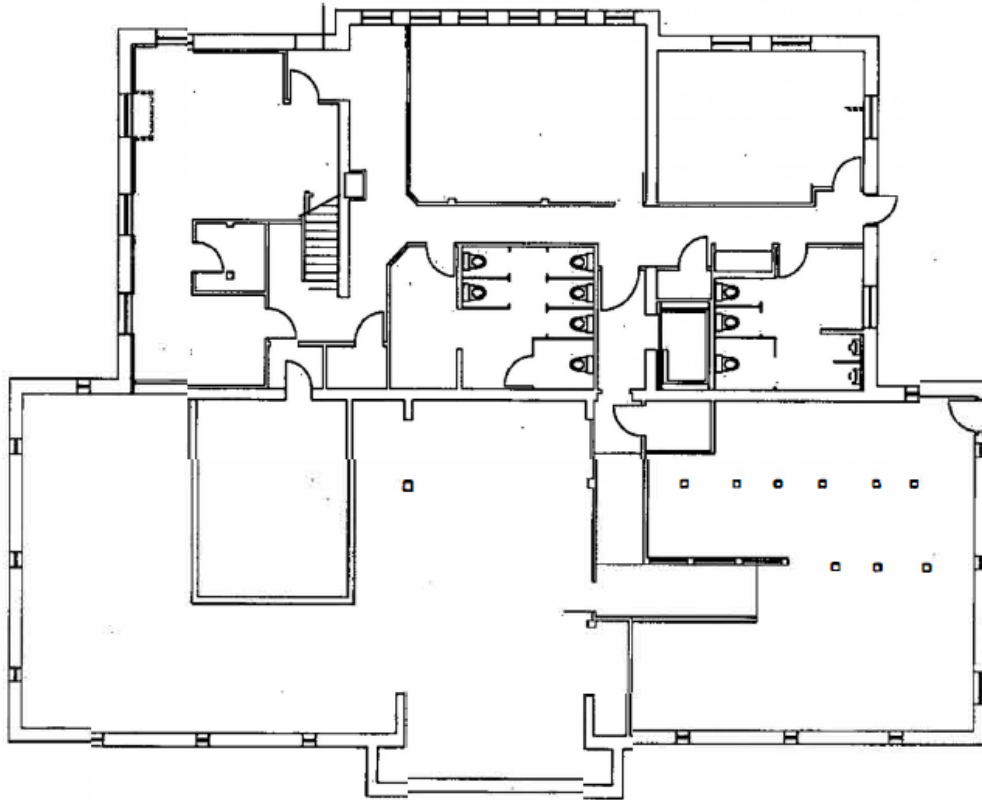
VETERANS PARK COMMUNITY CENTER MAIN FLOOR

309 Esplanade, Redondo Beach, CA 90277



VETERANS PARK COMMUNITY CENTER MEZZANINE FLOOR

309 Esplanade, Redondo Beach, CA 90277



VETERANS PARK COMMUNITY CENTER LOWER FLOOR

309 Esplanade, Redondo Beach, CA 90277

EXHIBIT B

CONCESSIONAIRE EVENT CONTRACT

The Concessionaire's current event contract is attached.



2303 W 190TH STREET, TORRANCE, CA 90504

Redondo Beach Historic Library – Event Rental and Catering Agreement

This Event Rental and Catering Agreement is entered into on _____ ("Effective Date") by and between MBM Hospitality, Inc. DBA Made by Meg ("Venue") and _____ ("Client") for the use of the Redondo Beach Historic Library located at 309 Esplanade, Redondo Beach, CA 90277 on _____ beginning at _____ and with all vendors and guests out of the facility by _____.

Event Terms

1. Exclusive Caterer. Venue leases and manages the Redondo Beach Historic Library, and as such is the exclusive provider of all food and beverage offered for consumption on the premises. All food, beverage and event staff must come from our in-house caterer, Made by Meg Catering. Under no circumstance may food or beverages be brought in by the Client except for cakes made by a professional, licensed and insured bakery.
2. Rental Fee and Terms.
 - a. Rental fee includes all available Redondo Beach Historic Library ceremony chairs, reception tables, reception chairs, cocktail tables, outdoor ceremony space, indoor reception space, indoor bathrooms, commercial kitchen, getting ready suites, private exclusivity to the interior of building property, recommended floor plans, and up to two consultation meetings for planning with your coordinator.
 - b. Outdoor Ceremonies may take place on the West Lawn (10:00am – 10:00pm) OR the North Lawn (10:00am – Sunset). If ceremony takes place during posted café hours, the Ceremony will take place on the North Lawn only. Please note this outdoor area is adjacent to public areas and Venue is not responsible for noise or persons not affiliated with your ceremony.
 - c. A series of three (3) payments will be made to Venue as follows: (i) an initial payment of 33% is required upon execution of this Agreement to reserve your date; (ii) a second payment is due 60 DAYS prior to your event in an amount equal to fifty percent (50%) of the estimated remaining balance; and, (iii) a final payment, along with a _____ refundable damage deposit, is due 14 days prior to the event. In the case of an event booked within three months of the event date, then the initial payment changes to 50%. Payments not received 14 days prior to your event must be made with cash, cashier's check, wire transfer or credit card, which will include applicable fees. No ACH transfers, personal or business checks will be accepted within 14 days of the event. Failure to make payments as prescribed herein shall result in the termination of this Agreement and cancellation of your event.
 - d. In addition to final payment due at 14 days prior to event service, the following documents are due for event execution: Final Guest Count, Final Meal Selection Counts, Final Timeline, All Vendor Code of Conduct Forms and All Vendor Certificates of Insurance. **CLIENT INITIAL:** _____
 - e. Redondo Beach Historic Library is contracted based on a six (6) hour event unless the full day package is purchased. Midday events are between the hours of 8:00am to 2:00pm and evening events are between the hours of 5:00pm to 11:00pm. Additional hours may be booked on an "as available" basis and Venue can be rented until 12am. Additional hours are charged at a rate

CLIENT INITIAL



- f. All alcoholic beverage services and music will conclude no less than thirty (30) minutes prior to scheduled conclusion.
- g. Event Insurance is required for your event and proof of such insurance is due 21 days before your event. General Aggregate - \$1,000,000; Each Occurrence - \$1,000,000; Liquor Liability Coverage - \$1,000,000. This insurance covers financial consequences of claims related to organizing or participating in an event and this is typically a quick online process to obtain the coverage. See Next Steps packet for preferred carriers.
- h. Redondo Beach Historic Library is located in the City of Redondo Beach and all city rules, regulations and ordinances will be observed at all times.

- 2



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and, with the exception of intentional negligence on behalf of the Venue staff, Client assumes total financial responsibility for all lost or damaged items. Venue accepts no liability for any lost, stolen, broken or damaged items. All third-party items must be removed by the end of the contracted time unless otherwise arranged with venue management.

8. Event Coordinator. Client shall be required to utilize a professional, insured coordinator and is required to sign the Redondo Beach Historic Library Coordinator Quick Start Guide. Coordinators are required to be licensed, insured and actively working as a wedding coordinator. Coordinators are not allowed to be a guest at the wedding and must be contracted at a minimum of "Month of" service. No "Day-of" planners or coordination services allowed. **CLIENT INITIAL:** _____
9. Event Vendors. Client understands and agrees to be responsible for ensuring that all vendors provide proof of business license and liability insurance 14 days prior to providing services at Redondo Beach Historic Library Inn. Client is responsible for the actions of their vendors while on our property and in the event of damage to person, property or ability to do future business and the vendor is unwilling or unable to adequately fix, replace or repair any and all damages suffered as a result of the vendor's actions, Client will be held accountable for such damages.
10. Required City of Redondo Beach Parking/Transportation Rules: Events with guest counts in excess of 100 guests must have a parking plan in place through either Valet service, Shuttle Service or Uber/Lyft code. Client shall ensure valet or shuttle services shall use the Circle Drive roundabout located directly north of the Facility as the designated drop-off and pick-up point for event vehicles. Temporary parking is permitted only during active valet operations, and no vehicle may remain in the Circle Drive unattended. Client shall secure an off-site parking lot with capacity to accommodate all vehicles associated with events held at the Facility. The Venue will assist in directing attendees to the designated off-site parking location. **CLIENT INITIAL:** _____
11. Music. As a result of the unique locale of Redondo Beach Historic Library, we require that you adhere to the following guidelines. All live musical acts must be pre-approved by Venue. Entertainers must provide proof of liability insurance and a business license prior to the event. Acts are subject to the oversight and management of the Venue. Live music is allowed until the end of your contracted event time. If there is a failure to abide by this agreement, Venue reserves the right to suspend the entertainment portion of the event or to terminate your event in its entirety.
12. Damages.
 - a. Client agrees to pay for all losses due to theft, breakage, damage or lost revenue created by the Client, their guests or hired vendors. A deposit of _____ is required and will be due on the same date as your final payment. Deductions, if any, from the deposit will be documented with evidence of value provided, and any remaining amount will be refunded within approximately two weeks of your event's conclusion.
 - b. Redondo Beach Historic Library does not permit affixing anything to the walls or ceiling of rooms. Redondo Beach Historic Library Inn does not allow champagne towers. Rice, birdseed and confetti or similar solid substances are not allowed inside the venue or in the outdoor ceremony areas. Use of such items will result in automatic forfeiture of the deposit. All flame proofing regulations shall be complied with before any decorations of combustible nature are used. All candles must be LED rather than flame. No sparklers are permitted. Flames for a religious ceremony must be approved by management. Notarized affidavits and/or permits required must be provided before any such items will be allowed.

CLIENT INITIAL



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- c. Venue reserves the right to exclude or eject any and all persons that cause or give the impression of planning to cause damage to the property, become unruly or challenge the authority of Venue management or staff, without liability to Redondo Beach Historic Library.
13. Parking. Your event will include one or more uniformed-parking lot attendants. These attendants are not trained security guards. Venue staff will oversee the orderly arrival and departure of your guests, redirect uninvited visitors and be on site to offer general assistance.
14. Drug/Smoking Policy. Redondo Beach Historic Library is a non-smoking property. Illegal substances are prohibited.
15. Rehearsal Policy. Your rehearsal time may be scheduled no sooner than 30 days in advance as the Venue must maintain availability for half day and full day events. At 30 days before your event, if you choose to have a rehearsal, you will be given available one hour time slots to choose from. This rehearsal cost will be added to your final contract invoice. Rehearsal time is to be used for rehearsal purposes only and does not translate to additional set-up time and must be conducted during regular business hours (M-F, 9am – 5:30 pm).
16. Access. Venue staff have access to all areas of the venue at any time. Redondo Beach Historic Library staff will determine who shall and shall not be permitted in all service areas and all parts of the property. The venue reserves the right to ask guests or vendors who disobey our rules, berate our staff, or deliberately damage the venue, to leave the premises.
17. Use. The venue holds final approval of placement of all activities and physical items on property in accordance with prevailing rules and regulations. No loitering or organized activity is allowed in the parking lot at any time.

Catering Terms

1. Catering Tasting. Contract includes a complementary tasting for TWO guests. Additional Guests (up to two) are welcome at the then prevailing rate. Tastings are based on availability during the week Tuesday through Thursday and occur between 12:00pm – 2:00pm. Weekend Tastings are not permitted due to our active event schedule. Venue shall perform catering services to the best of its professional ability; however, Venue cannot guarantee that those ingredients used in preparation of Client's tasting will be available at the time of the event. Venue will use its best efforts to make substitutions, as needed, should any ingredient be reasonably unavailable at the time of the event.
2. Catering Minimum: Client must meet designated catering minimum dollar amount, set forth by the venue for booked date. This minimum can be met through food, beverage/bar, staff, and in-house rentals. 9.5% sales tax, 20% production charge, and gratuity do not contribute to minimum. Pricing is guaranteed 6 months out. Menu, Beverages, Rentals and Staffing pricing are subject to change.
3. Food Allergies/Requests. Client shall notify Venue at least 14 days prior to the event if any specific food allergy is a concern for Client, Client's guests and/or Vendors, should a Vendor meal be ordered. Venue will use its best efforts to accommodate any such allergy. Venue will also use its best efforts to accommodate last minute requests by Client; however, Venue cannot guarantee that such untimely requests will be accommodated.
4. Unconsumed Food. No unconsumed food will be packed for guest takeaway.

CLIENT INITIAL: _____

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5. Labor. This Agreement assumes a total working day of eight (8) hours for Venue's employees and contractors. In the event that this timeframe is exceeded, Client shall be responsible for Venue's additional labor costs in an amount to be billed at one and a half times (1.5) the hourly rate paid such employees or contractors. This one and half time (1.5) hourly rate also applies to federal holidays where the state of CA requires time and half to be paid to staff. Venue shall provide Client with an estimated hourly rate for overtime, based upon the total staff for the event, in advance of the event upon request. Venue will make recommendations on the proper level of staffing to execute the event. Should the Client choose to pay for less than the recommended level of staff suggested by Venue, then Venue shall not be financially responsible for any disruption or delay caused by such staff shortage at the event. Venue staff is there to execute the contract of services quoted to you in this Agreement. If you are in need of additional assistance outside the scope of work quoted, our Venue team will be happy to assist, although they are instructed to prioritize the contracted work. Should you require our team to assist with an activity, please alert your event specialist so they may quote/provide the appropriate staffing needed. Activities or requests that require lifting and/or moving objects more than 25 lbs. are not permitted per worker's compensation insurance guidelines. Gratuity fee is a 15% fee on the food and beverage total as a part of the catering charge. Staff is required to be on-site at all times during venue event hours. 2 hours prior to setup/Guest Arrival and one (1) hour after the conclusion of the event for teardown. Venue staff will have a minimum of one (1) hour to clean up after the end of the contracted time.
6. Alcohol Service. All rules, regulations and procedures set forth by the Alcohol Beverage Control will be observed at all times by clients, guests, vendors and the venue.
- Venue may serve alcoholic beverages at the event. Venue maintains Liquor Liability Insurance exclusively for such purpose. Outside alcohol is not permitted. Wedding party members may drink only alcohol provided by Venue. No flasks are allowed on property.
 - All alcoholic beverage service will conclude thirty (30) minutes prior to contracted event end.
 - It is in the sole discretion of the Made by Meg bartenders and on-site staff to determine if a guest has completed their alcohol enjoyment for the event, due to visible intoxication or unruly conduct.
 - Client shall disclose to Venue, no less than 14 days prior to the event, whether any attendees are less than twenty-one (21) years of age. Venue assumes no liability should any underage attendee consume any alcoholic beverage and Client hereby expressly releases Venue from any liability that may result therefrom.
 - Vendors or any person who is not a guest of the event, will not be served alcoholic beverages unless specific written instructions are given ahead of the event from the Client.
 - Client hereby expressly agrees that all alcohol and bar product is the property of Venue at the end of the Event. Client understands that Venue is not permitted, under its license and insurance restrictions, to give guests any alcohol or bar product at the conclusion of the event. A copy of Venue's ABC License will be furnished upon request.

General Terms

CLIENT INITIAL



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1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue thereafter until the date of the event, unless and until terminated as provided hereunder ("Term"). Should the event be cancelled, for any reason, Venue shall be entitled to all fees earned as of the date of cancellation and all previous fees shall be deemed non-refundable; however, Client shall have no obligation to make further payments following such cancellation. Client hereby acknowledges its awareness and consent to this provision. **CLIENT INITIAL:** _____
2. **Termination by Client.** Redondo Beach Historic Library is utilized at full capacity for weddings, banquets and events and is booked approximately one year in advance. The budgeting, employment and allocation of personnel and overhead are based on maximum utilization. If the Client cancels the event, the resulting damages to Venue would be impractical or extremely difficult to determine because of personnel and overhead expenses of Venue. Client and Venue agree that in the event of cancellation by Client, Venue will retain all payments as liquidated damages. *Wedding insurance is required and a deposit coverage rider is recommended to help cover this exposure.*
3. **Rescheduling Terms.** To reschedule your event, the time at which you reschedule affects the rescheduling fee. With more than 12 months notice, rescheduling your event is free. With 12 – 9 months notice: rescheduling your event is 10% of your deposited amount. With 9 – 6 months notice: rescheduling your event is 15% of your deposited amount. With 6 – 3 months notice: rescheduling your event is 50% of your deposited amount. Rescheduling and Postponement is expressly limited to 1 time only according the schedule above. Subsequent date changes will result in full release of payments made to date to Venue.
4. **Termination by Venue.** Should the Venue be required to cancel your event in the case that Venue cannot reasonably execute your event due to an unforeseen emergency, notice will be given immediately and client will be issued a credit. Client may use credit with Made by Meg Catering on a different date or different venue, if requested by Client. Credit must be used within one year of original event date.
5. **Notices.** Venue acknowledges that during the event planning process, Venue will need additional information or have questions pertaining to planning and performing its services at the event. Venue asks that the information requested be provided within a timely manner by Client to ensure the best possible service under this Agreement. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by e-mail or facsimile transmission, upon verification of delivery of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. All notices shall be sent to Caterer and Client at the address set forth in the signature block below.
6. **Refunds.** In the event Client shall fail to pay any installment payment due hereunder, Venue may cease work without breach pending payment. Should Client fail to reconcile any payments owed, by no later than 14 days prior to the event, Venue shall deem this Agreement breached and shall have no obligation to perform its services. Client hereby agrees that the initial retainer and installment payments are non-refundable. Any refunds or credits given will not exceed the dollar amount of the product or service in question or dollar amount of payments made.

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7. Weather. In the event of rain or extreme weather conditions on the day of event, Client is responsible for any equipment and/or rentals needed to accommodate said condition. Venue will have recommendations available through preferred vendors.
8. Marketing. Venue may use images from event for promotional purposes in the future unless expressly communicated not to use by Client.
9. Indemnity. Client shall defend, indemnify and hold harmless Venue, its affiliates and its respective shareholders, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, in connection with any third party claim, suit, action or proceeding arising out of or resulting from a breach of any representation, warranty or obligation set forth in this Agreement by Client or any of its agents.
10. Successors and Assigns. The rights and obligations of Venue under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Venue. Client may not assign its rights, subcontract or otherwise delegate its obligations under this Agreement without Venue's prior written consent. This shall not, however, prevent Venue from employing third party vendors to assist in Venue's rendering of services to Client under Venue's supervision, as deemed necessary by Venue.
11. Force Majeure. Any delay or failure of either party to perform its obligations under this Agreement is excused to the extent that it is caused by an act or occurrence beyond its reasonable control, including acts of God, actions by governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, pandemic, emergency health order, wars, sabotage or labor problems, provided the party claiming force majeure promptly notifies the other party of the act of force majeure, the anticipated duration of the act of force majeure, and the steps being taken to remedy the failure. All monies paid may be used on a single rescheduled, mutually agreed upon date. Client may use credit with Made by Meg Catering at Redondo Beach Historic Library, or at a different applicable venue, if requested by Client.
12. Governing Law, Agreement to Arbitrate, Class Action Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of law. The parties agree that any dispute, controversy or claim that arises out of or in connection with this Agreement or the breach, termination or validity thereof shall be settled by an arbitrator in accordance with the then current JAMS Streamlined Rules for Arbitration rules except as modified herein. Such arbitration shall be held in Los Angeles, California. The arbitrator shall be required to follow the law of the State of California. If it shall be determined by the arbitrator that any provisions or wording of this Agreement shall be invalid or unenforceable under the Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. The arbitrator shall have the authority to award the prevailing party its costs and expenses, including reasonable attorneys' fees and arbitration costs. Client hereby waives their right to participate in any class action or collective proceeding related to any disputes arising from this contract. Each dispute will be resolved individually through arbitration, as described in this agreement.
13. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the

CLIENT INITIAL



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same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

14. Waiver; Amendment; Modification. No term or provision hereof will be considered waived by Venue, and no breach excused by Venue, unless such waiver or consent is in writing signed by Venue. The waiver by Venue of, or consent by Venue to, a breach of any provision of this Agreement by Client, shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by Client. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.
15. Observance of Venue Rules. At all times while on Venue's premises, Client will observe Venue's rules and regulations with respect to conduct, health and safety and protection of persons and property. Rules and Regulations are available upon request and may be updated at any time at the discretion of the venue. Client (including associated parties and hired vendors) and Venue agree to treat each other with mutual respect leading up to and including the event itself. Contract is considered in breach if there is an incident of discrimination, verbal, mental, sexual or physical abuse by either party.
16. Operational Procedures: The venue reserves the absolute right of operational discretion, which is the use of professional judgement to make decisions in relation to incidents or requests that are extremely unusual and not reasonably foreseeable, or a combination of circumstances that have not been predicted in the writing of this contract.
17. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Venue for Client.

This Agreement must be returned, signed, with the appropriate payment within 14 days or pricing shall expire. Your date is only considered reserved with signed contract and deposit paid.

Venue Fee Total: _____
 Catering Minimum: _____
 Current Production Fee: _____
 Damage Deposit, gratuity, and tax will be added on with final invoice.

Contract Total: _____ = 33% Deposit Due: _____

CLIENT

VENUE

Client _____ DATE: _____

Megan Walker _____ DATE: _____
 President
 c/o MBM Hospitality, Inc.
 2303 W 190th Street, Torrance CA 90504
 meg@mbmcatering.com / 310.376.8600

 CLIENT INITIAL

EXHIBIT C

QUARTERLY REPORTING FORM

The Concessionaire must complete this form in its entirety and submit it to the City no later than thirty (30) days following the end of each calendar quarter. The information provided should be accurate, complete, and certified by an authorized representative of the Concessionaire. This form may be modified at any time by the City to ensure compliance with requirements outlined in this agreement.

Note: For Years 1 and 2, the Concessionaire shall pay the Minimum Rent as required, with any Rent exceeding this amount applied toward the Concessionaire Improvement Credit, as described in Section 4.1.3. Once the full \$325,000 credit has been satisfied, the Quarterly Reporting Form shall be revised to remove this credit consideration, and the Concessionaire shall thereafter remit the full Percentage Rent owed, less the applicable Major Facility Systems Management deduction.

REPORTING QUARTER AND DATES:

	Gross Sales			Total Gross Sales	%	Rent Owed
Revenue Category	<month>	<month>	<month>			
Catering and Café Sales					15%	
Venue Rental Fees					15%	
Production Charges					15%	
Event Equipment and Accessories Rentals					15%	
Total Gross Sales						

Excluded Revenue Categories	<month>	<month>	<month>	Total
Event Staff Charges				
Gratuities				
Taxes				
Total				

Total % Rent Owed	
Major Facility Systems Credit (\$3,500/mo)	-\$10,500.00
Equipment Replacement (Section 3.5.5)	-
City Reserved Dates (Section 3.5.9)	-
Pre-Paid Minimum Rent (\$125,000/Year 1)	\$31,250.00
Credit-Eligible Rent (= % Rent Owed - Major Facility Systems Credit – Minimum Rent)	

Certification of Accuracy

This section must be completed by an authorized representative of the Concessionaire to certify the accuracy of the information provided.

I hereby certify that the information contained in this Quarterly Reporting Form is accurate, complete, and true to the best of my knowledge.

Name of Authorized Representative: _____

Title: _____

Date: _____

Signature: _____

Supporting Documentation

Attach all supporting documentation, including:

- POS Summary Report(s), by category
- If Concessionaire is unable to provide POS Summary reports for certain categories or events, Concessionaire shall provide copies of contracts or invoices issued for those services.
- Tracking sheet documenting the paydown progress of the Concessionaire Improvement Credit.
- To ensure compliance with Sections 3.6.1, 3.6.2, and 3.11, Concessionaire shall provide the below information on a quarterly basis.

	# of Events		
	<month>	<month>	<month>
3.6.1 Rotating Exhibits			
3.6.2 Community Events			
3.11 Nonprofit Use			

This form is a required submission under Section 4.2 of the Agreement and must comply with the specified deadlines and accuracy requirements. Failure to submit this form as required may result in penalties or further action by the City.

EXHIBIT D

INSURANCE REQUIREMENTS FOR CONCESSIONAIRE

Without limiting Concessionaire's indemnification obligations under this Agreement, Concessionaire 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 performance of the work hereunder by the Concessionaire, 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

Concessionaire 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 shall apply separately to this project.

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

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

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. 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 Concessionaire 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 are to 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 Concessionaire. General liability coverage can be provided in the form of an endorsement to the Concessionaire'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 Concessionaire.

For any claims related to this project, the Concessionaire'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 Concessionaire'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 Concessionaire'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

Concessionaire 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

Concessionaire 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

Concessionaire 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

CITY OF REDONDO BEACH FACILITY USE WAIVER, RELEASE, AND INDEMNITY AGREEMENT

This Waiver, Release, and Indemnity Agreement (“Waiver”) is executed on this _____ day of _____, 20____, by _____ (“User”) in favor of the City of Redondo Beach (“City”).

RECITALS

WHEREAS, the City owns the Veterans Historic Library and Community Center located at 309 Esplanade, Redondo Beach, CA 90277, a restored historic building in the City’s Veterans Park (the “Facility”), which is operated and managed by MBM Hospitality, Inc., a California corporation dba Made by Meg Catering (the “Concessionaire”), under an exclusive Concessionaire Agreement;

WHEREAS, the User seeks access to and use of the Facility for _____ [Event/Purpose] on _____ [Date]; and

WHEREAS, the City requires execution of this Waiver as a condition of Facility use to protect its interests and those of the public.

NOW, THEREFORE, in consideration of being granted access to and use of the Facility, the User agrees as follows:

ACKNOWLEDGMENT OF RISKS

User acknowledges and voluntarily assumes all risks associated with the use of the Facility, including but not limited to personal injury, property damage, or loss arising from:

1. The condition of the Facility, including any pre-existing defects;
2. Activities conducted by User or third parties within or around the Facility; and
3. Acts or omissions of other Facility users, contractors, or event participants.

WAIVER AND RELEASE

To the fullest extent permitted by law, User waives, releases, and forever discharges the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents from any and all claims, demands, causes of action, damages, or liabilities of any kind arising from or related to User’s use of the Facility, except where caused by the City’s sole negligence or willful misconduct.

INDEMNIFICATION

User agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents, contractors, and the Concessionaire from and against any and all claims, demands, damages, losses, liabilities, or expenses (including reasonable attorney’s fees and costs) arising out of or related to:

1. User's use or occupancy of the Facility;
2. Any acts or omissions by User, its employees, agents, guests, invitees, or subcontractors;
3. Any breach by User of this Waiver or applicable laws, ordinances, or policies; and
4. Any damage to City or Concessionaire property caused by User's activities.

COMPLIANCE WITH LAWS AND FACILITY RULES

User agrees to comply with all applicable federal, state, and local laws, regulations, and City and Concessionaire rules, including, but not limited to, policies outlined in Exhibit F (Community Use Rules) of the Concessionaire Agreement.

RESTORATION AND REIMBURSEMENT

User shall restore the Facility to its original condition following its use and shall reimburse the City and/or Concessionaire for any damages, cleanup, or costs resulting from User's activities.

ASSUMPTION OF RESPONSIBILITY

User assumes full responsibility for the conduct of its employees, agents, invitees, or guests, including ensuring compliance with this Waiver and Facility rules.

MISCELLANEOUS PROVISIONS

This Waiver shall be governed by and construed under the laws of the State of California, with venue in Los Angeles County.

If any provision of this Waiver is found to be invalid or unenforceable, all other provisions shall remain in full force and effect.

This Waiver is intended to benefit and bind the parties hereto, as well as their successors and assigns.

BY SIGNING BELOW, User acknowledges that they have read, understood, and voluntarily agree to this Waiver as a condition of their use of the Facility.

USER:

Signature: _____

Printed Name: _____

Organization/Title: _____

Date: _____

EXHIBIT F
COMMUNITY USE RULES

1. Use of the Veterans Historic Library and Community Center (Facility) must remain available to the community for private use.
2. Each event held in the Facility is required to have completed all necessary applications, waivers, and insurance documentation prior to the event. The Concessionaire is required to ensure all required documents have been fully completed and complies with the City and Concessionaire's use policy. Each reservation shall have one designated point-of-contact who must remain on site during the rental times.
3. The Facility shall be left in the same order and condition as the start of the reservation. No alterations to the Facility may be made without the written consent of the City.
4. Concessionaire shall ensure that all Facility users and guests will conduct themselves in a safe and respectful manner.
5. Décor or other items may not be attached to the Facility with nails, tape (of any brand), staples, thumb tacks, T-pins, or any other methods that may cause damage to the walls or other structures.
6. The placement of furniture, equipment, or decorations may not block or inhibit fire lanes or exits.
7. Candles and open flames are not permitted.
8. Event-related items must remain within the Facility, the north lawn, or the west lawn. No other equipment or event-related materials may be placed throughout Veterans Park or surrounding areas.
9. Alcohol consumption is to remain within designated areas and must fully comply with Alcoholic Beverage Control laws and regulations.
10. Smoking is prohibited in all parks pursuant to Sections 5-8.01 through 5-8.03 of the Redondo Beach Municipal Code. (RMBC 4-35.27).
11. All food and beverage items must be cleaned and properly disposed of each day. It is the Concessionaire's responsibility to ensure cleanup of any event-related items from all event areas.
12. Use of any amplified sound must remain within the guidelines outlined in the Concessionaire's Amplified Sound Permit.

13. Keys to the Facility may not be issued to event holders. Concessionaire shall ensure a member of its team will remain onsite at all times during private events.
14. It is the responsibility of the Concessionaire to ensure room capacities are followed at all times.

EXHIBIT G

MONTHLY COMPLAINT REPORT

The Concessionaire must complete this form in its entirety and submit it to the City no later than the fifteenth (15th) day following the end of each month to report complaints received in the preceding month. The information provided should be accurate, complete, and certified by an authorized representative of the Concessionaire.

**REPORTING
MONTH:** _____

Date of Complaint	Description of Complaint/Issue	Action(s) Taken	Additional Notes

Certification of Accuracy

This section must be completed by an authorized representative of the Concessionaire to certify the accuracy of the information provided.

I hereby certify that the information contained in this Quarterly Reporting Form is accurate, complete, and true to the best of my knowledge.

Name of Authorized Representative: _____

Title: _____

Date: _____

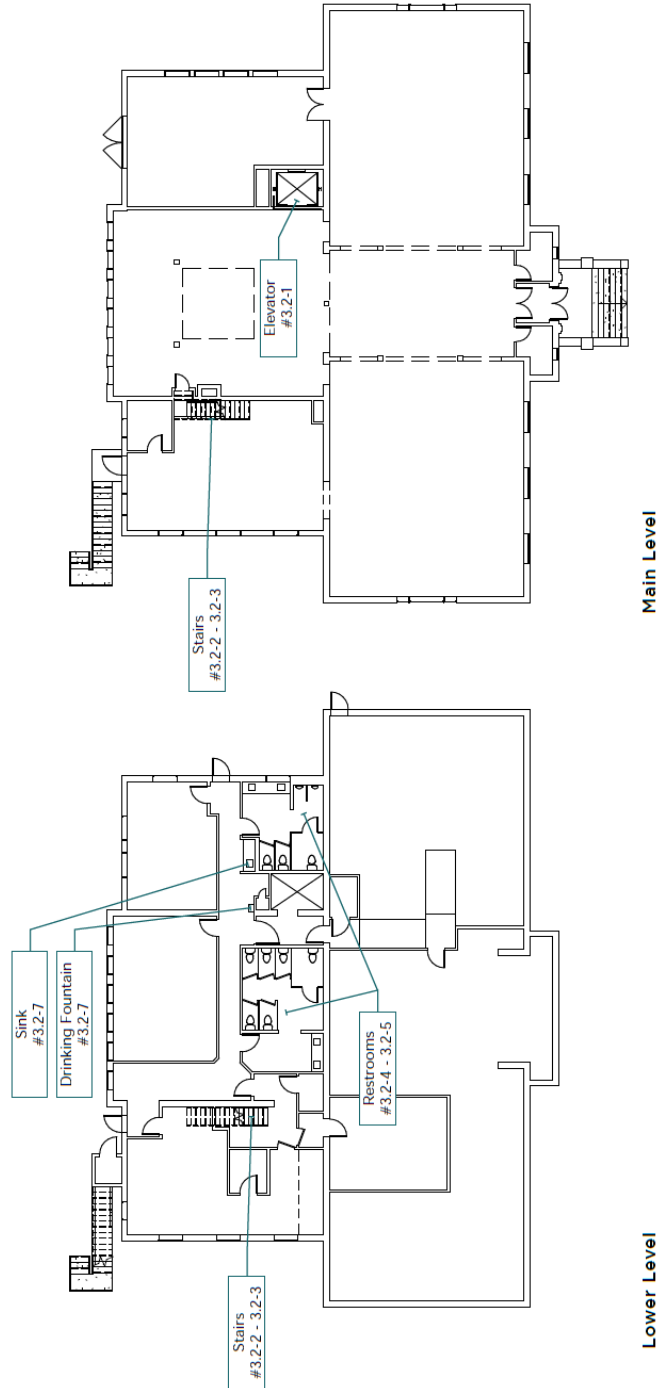
Signature: _____

This form is a required submission under Section 3.10 of the agreement and must comply with the specified deadlines and accuracy requirements. Failure to submit this form as required may result in penalties or further action by the City.

EXHIBIT H

ACCESSIBILITY REPORT – INTERIOR IMPROVEMENTS

3.2 - INTERIOR ELEMENTS


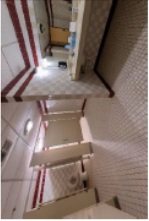



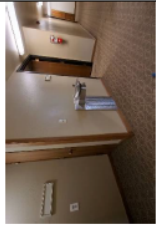

KEY PLAN
N.T.S.

DUNBAR ARCHITECTURE • REDONDO BEACH HISTORIC LIBRARY - ACCESSIBILITY REPORT



ITEM #	PHOTO #	NON-COMPLIANCE ITEM --/ ADA --/ CBC	EXISTING CONDITION	COMPLIANCE SOLUTION	COMMENTS	SCOPING
3.2 Interior Elements						
Elevator 3.2-1	3.2-01_241015.JPG	Elevator is missing required signage and the opening device does not remain open for the required time	Missing signage	The elevator is not historic; All non-compliance items need to be address	Non-compliance item is from the April 2017 Accessibility Report by DAC	High priority item to be included/completed for any alterations to the Historic Library
	3.2-02_241015.JPG					
	3.2-03_241015.JPG					
Interior Stairs (down to lower level) 3.2-2	3.2-04_241015.JPG	Handrails are not compliant and the stripping is not compliant	Diameter of handrail is too large; the extensions are not compliant; they are mounted too low;	Recommend replacing non-historic handrail to be as compliant as possible. Due to the existing configuration, complete compliance with the code will not be possible. Future design to be reviewed and approved by the building official; Provide directional signage to the accessible path (elevator)	Non-compliance item is from the April 2017 Accessibility Report by DAC	High priority item to be included/completed for any alterations to the Historic Library

ITEM #	PHOTO #	NON-COMPLIANCE ITEM --/ ADA --/ CBC	EXISTING CONDITION	COMPLIANCE SOLUTION	COMMENTS	SCOPING
Interior Stairs (up to Mezzanine) 3.2-3		Handrails are not compliant and the stripping is not compliant	Diameter of handrail is too large; the extensions are not compliant; they are mounted too low; are not continuous at intermediate landing; Doors located at intermediate landing and at the top of stairs to don't have required maneuvering clearances	Handrail recommendations will be based off of the programming of the mezzanine and egress requirements. Due to the existing configuration, complete compliance with the code will not be possible. Future design to be reviewed and approved by the building official. Provide directional signage to elevator; Recommend removing door at the top landing; Recommend the door at the intermediate level be staff only	Non-compliance item is from the April 2017 Accessibility Report by DAC	High priority item to be included/completed for any alterations to the Historic Library
Restrooms - Typical						
3.2-4		Womens Restroom: Accessible toilet stall and accessories are not compliant; sinks and countertop are not compliant;	Accessible stall is too small, the accessories are not in the required location and the partition does not have compliant door hardware; Countertop is too high and the sinks do not provide the required knee clearance; Accessories are not mounted at proper heights	Restroom is non-historic, therefore any alteration project will trigger bring restrooms up to full compliance	Non-compliance item is from the April 2017 Accessibility Report by DAC	High priority item to be included/completed for any alterations to the Historic Library
3.2-5		Mens Restroom: Accessible toilet stall and accessories are not compliant; sinks and countertop are not compliant;	Accessible stall is too small, the accessories are not in the required location and the partition does not have compliant door hardware; Countertop is too high and the sinks do not provide the required knee clearance; Accessories are not mounted at proper heights	Restroom is non-historic, therefore any alteration project will trigger bring restrooms up to full compliance	Non-compliance items from the April 2017 Accessibility Report by DAC	High priority item to be included/completed for any alterations to the Historic Library

ITEM #	PHOTO #	NON-COMPLIANCE ITEM --/ ADA --/ CBC	EXISTING CONDITION	COMPLIANCE SOLUTION	COMMENTS	SCOPING
Drinking Fountain						
3.2-6	3.2-09_241015.JPG 	Drinking fountain is not a hi/lo fountain with protruding object protection	Single drinking fountain, not within a protected alcove	Drinking fountain is non-historic, therefore any alteration project will trigger bring it up to full compliance	Non-compliance items from the April 2017 Accessibility Report by DAC	High priority item to be included/completed for any alterations to the Historic Library
Hallway Sink						
3.2-7	3.2-08_241015.JPG 	Sink at the hallway does not knee clearance	Cabinet apron is too low; pipes are not wrapped and toe kick is not removable.	Sink to be brought up to compliance or removed depending on the tenant programming	Non-compliance item is from the April 2017 Accessibility Report by DAC	Items to be included/ completed for any alterations to the Historic Library
Interior Doors - Typical						
3.2-8		Interior doors have non-compliant hardware and some have non-compliant maneuvering clearances and are not wide enough	Door hardware latch set is knob type, not lever type; opening force issues; clearances at the strikeside of the doors; door widths uner 32" minimum clear	Any doors that are to be used by the public shall be made compliant as part of any alteration project. CHBC has exceptions for clear opening size and allows the use of power-assisted doors as an equivalent alternative to strikeside clearance and opening force. We recommend the doors be reviewed based on the new tenant programming to determine which doors need to be upgraded.	Non-compliance item is from the April 2017 Accessibility Report by DAC	Items to be included/ completed for any alterations to the Historic Library

ITEM #	PHOTO #	NON-COMPLIANCE ITEM --/ ADA --/ CBC	EXISTING CONDITION	COMPLIANCE SOLUTION	COMMENTS	SCOPING
Signage - Typical 3.2-9	3.2-10_241015.JPG	Restroom Signage: Door signs provided are non-compliant No wall ID signage provided	Door signs are not mounted at the right height and contain non-compliant information (text and pictogram); no wall signage exist	Provide all required door and tactile wall signage as part of any alteration project	Non-compliance item is from the April 2017 Accessibility Report by DAC	High priority item to be included/ completed for any alterations to the Historic Library
	3.2-11_241015.JPG					
3.2-10	3.2-12_241015.JPG	Exit Signage: No tactile exit signs provided	Only illuminated exit signs provided; code requires tactile exit signs wherever there is an illuminated sign	Provide all code required signage for egress	Non-compliance item is from the April 2017 Accessibility Report by DAC	High priority item to be included/ completed for any alterations to the Historic Library
	3.2-13_241015.JPG					

EXHIBIT I
FACILITY WALKTHROUGH CHECKLIST

LOWER LEVEL		
Item	Condition	Notes
Dressing Rooms		
Electrical outlets are functioning and in working order.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Vents are cleaned or replaced.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Windows are functioning and in working order. Window seals are repaired.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall Condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Restrooms		
Electrical outlets are functioning and in working order.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Vents are cleaned or replaced.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Stalls and other restroom equipment are in working order.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall Condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Kitchen		
Passageways, storerooms, and service rooms are clean and orderly and in a sanitary condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Expected equipment and materials are present.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Water heater(s) are functioning and in working order.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Vents are cleaned or replaced.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	

Electrical outlets are functioning and in working order.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall Condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	

MAIN LEVEL		
Item	Condition	Notes
Electrical outlets are functioning and in working order.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Vents are cleaned or replaced.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Windows are functioning and in working order. Window sills are repaired.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Wall damage is repaired.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Bookcases are intact and in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Skylights are cleaned.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	

MEZZANINE		
Item	Condition	Notes
Electrical outlets are functioning and in working order.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Vents are cleaned or replaced.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Windows are functioning and in working order. Window sills are repaired.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Wall damage is repaired.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Bookcases are intact and in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Skylights are cleaned.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	

MAJOR FACILITIES SYSTEMS

Item	Condition	Notes
Hot water system is functioning and in good condition, including insulation, gate valves, and temperature gauges.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Fire sprinkler system is functioning and in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Electrical systems are functioning and in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Gas systems are functioning and in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Plumbing systems are functioning and in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Elevator is functioning and meets ADA requirements.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	

EXTERIOR OF THE FACILITY (ADJACENT)		
Item	Condition	Notes
Exterior window damage is repaired.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Painting of the exterior of the Facility.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Exterior wall damage is repaired.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Landscaping is maintained.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Monument sign at the Facility's entrance is replaced.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Knox box is replaced.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Roof is replaced and in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Main Entry: ADA improvements completed.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Exterior West Stairwell: replaced.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
North Entry: ADA improvements completed.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	

NORTH LAWN		
Item	Condition	Notes
Grass is cut and maintained.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Trees are cut and maintained.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Irrigation system is functioning and in working order.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
No visible hazards are present.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall condition	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	

WEST LAWN		
Item	Condition	Notes
Grass is cut and maintained.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Trees are cut and maintained.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Irrigation system is functioning and in working order.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
No visible hazards are present.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall condition	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	

REFUSE AND STORAGE AREA		
Item	Condition	Notes
Interior and exterior walls are in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Swinging entry gates are functioning and in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Lock on the swinging entry gates is accessible and in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Roof is in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	

WEST PAVED AREA		
Item	Condition	Notes
Surface is in good condition and level.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
No visible hazards are present.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	

NORTH PARKING LOT AND ROUNDABOUT		
Item	Condition	Notes
Parking lot surface is in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Parking stalls are visible and accessible.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
ADA signage is visible.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Roundabout surface is in good condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Roundabout has no visible hazards and is accessible.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	
Overall condition.	<input type="checkbox"/> Good <input type="checkbox"/> Needs Attention	

<div>GENERAL COMMENTS</div> <div></div>

City Acknowledgement

I hereby certify that I participated in the Facility walkthrough and that the information contained in this Facility Walkthrough Checklist is accurate, complete, and true to the best of my knowledge.

Name

Title:

Date:

Signature:

Concessionaire Acknowledgement

I hereby certify that I participated in the Facility walkthrough and that the information contained in this Facility Walkthrough Checklist is accurate, complete, and true to the best of my knowledge.

Name

Title:

Date:

Signature:
