

SITE LICENSE AND USE AGREEMENT

This SITE LICENSE AND USE AGREEMENT ("Agreement") is made this ___day of March, 2020, by and between the City of Garden Grove (hereinafter "CITY"), and Orion Sports, LLC (hereinafter "LICENSEE").

RECITALS

The following recitals are a substantive part of this Agreement:

1. CHAPMAN SPORTS COMPLEX is designated as a park facility for active and passive recreational activities, located at 11700 Chapman Avenue, Garden Grove, California, which open space areas are available to the CITY pursuant to a use agreement with the Garden Grove Unified School District ("DISTRICT") and through which the CITY maintains community recreational usage.
2. CITY desires to receive assistance from LICENSEE in establishing street hockey activities at an existing outdoor hockey rink facility and associated improvements (hereinafter the "Facility") at Chapman Sports Complex Park. The Facility is depicted in Attachment "A."
3. Subject to the terms contained herein, LICENSEE desires, and the CITY grants the exclusive right to operate an outdoor hockey rink facility and maintain the street hockey rink involving an oval structure approximately 150' x 75' consisting of four-foot-high wooden walls, with additional fence extensions on both ends to an approximate total height of 10 feet. LICENSEE is organized and operated for the purpose of sponsoring and conducting youth and adult street hockey activities and other recreational activities.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT. The term of this Agreement shall be for a period of three (3) years effective on the date of execution of this license, and shall terminate on April 1, 2023, unless sooner terminated as provided herein. The CITY may, at its sole option and sole discretion, renew this Agreement for additional periods of time each upon the same terms and conditions herein if LICENSEE, six calendar months before the expiration date of this Agreement, files with the Community Services Director a written request for the renewal and the City Council approves the renewal. It is the intent of the CITY and LICENSEE to make the Facility both a public service and commercial success. Approval of renewal of this Agreement shall be based on performance of LICENSEE in providing the desired public service.
2. ORION SPORTS. LICENSEE, represented by and through Kevin Bever, desires to and shall provide recreational opportunities at the Facility, for use by LICENSEE and other members of the public; and maintain the Facility, equipment and improvements for the duration of this Agreement, all without obligation or compensation by CITY.
3. CONDITION AND OPERATION OF FACILITY.
 1. LICENSEE accepts the Facility in its present condition, "as is", upon execution of this Agreement. CITY makes no warranty of the suitability of the Facility for LICENSEE's operations or other use of the Facility by LICENSEE and expressly disclaims any warranty or representation with regard to the

condition, safety, security or suitability for LICENSEE's intended use of the Facility.

2. LICENSEE shall manage, operate and maintain the Facility at Chapman Sports Complex for hockey-related activities; provide league and tournament play for both youth and adults as agreed upon by LICENSEE and CITY; maintain the Facility in a clean and safe condition for the operation of hockey activities; ensure that the Facility is adequately staffed, including officials and a site manager present at all times that the Facility is open; and provide those activities and other responsibilities as outlined in their proposal, Attachment "B", to CITY on November 15, 2019.
3. LICENSEE will fully and promptly pay for all materials joined or affixed to the Facility with prior written approval of CITY and fully and promptly pay all persons who perform labor upon the Facility. LICENSEE shall not allow or permit to be filed or enforced against the Facility, or any part thereof, any mechanics, materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or construction work, or out of any other claim or demand of any kind. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by the CITY, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend the CITY from all obligations and claims made against CITY for the above described work, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of the CITY. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to the CITY in compliance with applicable California law. If LICENSEE does not discharge any mechanic's license or stop notice for works performed by LICENSEE, the CITY shall have the right to discharge same (including by paying the claimant), and the LICENSEE shall reimburse the CITY for the cost of such discharge within ten (10) business days after billing. The provisions of this subsection shall survive the termination of this Agreement.
4. UTILITIES. LICENSEE shall pay all utility costs associated with gas, water, electrical, and telephone/telecommunications service necessary for the operation of the Facility.
5. SIGNS AND ADVERTISEMENTS. CITY is not required to provide any signs, except as required by the ADA. LICENSEE may display appropriate signage for marketing purposes. No lewd, obscene, libelous or hate-promoting signage shall be allowed in the Facility.
6. SCHEDULE OF OPERATIONS. The hours shall be 7:00 a.m. through 10:00 p.m. All activities shall cease by 10:00 p.m. and all persons shall vacate the grounds by 10:30 p.m.

Before commencing operation each calendar year under the terms of this License or any renewal thereof, LICENSEE shall submit a written schedule of operation including days and hours to CITY for approval. Schedules may be adjusted, but the permitted hours of operation shall remain as a maximum at 8:00 a.m. through 11:00 p.m.

LICENSEE shall not deviate from the permitted hours of operation without the prior written approval of CITY.

4. SPECIAL EVENTS AND ACTIVITIES CONDUCTED BY OUTSIDE ORGANIZATIONS. LICENSEE shall not issue any court rental or reservation for any tournament, exhibition, clinic, league, or ladder to be conducted by any organization or individual, unless such activity or event has been approved in advance, in writing, by CITY.
5. CONDUCT. LICENSEE shall at all times conduct the operations permitted herein in a quiet and orderly manner to the satisfaction of CITY. LICENSEE shall permit no intoxicated person, profane or indecent language, or boisterous or loud conduct in or about the Facility and shall call upon the aid of peace officers in maintaining peaceful condition. If an ongoing condition develops which requires repeated assistance and/or intervention by the Garden Grove Police Department, CITY shall have the right to require LICENSEE to obtain private, licensed, uniformed security personnel as approved by the Garden Grove Chief of Police to remedy the situation, or, if the condition persists, LICENSEE agrees to reimburse CITY for Police services required as a result of activities conducted at the Facility.
6. MAINTENANCE. LICENSEE shall be responsible for the cleanliness, maintenance and upkeep of all structures, machinery, equipment, and fixtures provided by CITY or installed by LICENSEE. Such structures, machinery, equipment and fixtures shall be maintained in a first-class condition and work order. Evaluation of this maintenance standard shall be at the sole discretion of CITY.
 - 6.1 LICENSEE shall maintain the area up to fifteen (15) feet surrounding the Facility, including the area around and underneath the bleachers, in a clean and sanitary condition satisfactory to the CITY at all times. These areas are to be maintained free of trash, debris, litter, and spills. All graffiti is to be removed immediately and covered as close as possible to the existing color.
7. EQUIPMENT. LICENSEE shall provide all maintenance on all equipment used in the operations permitted herein whether owned by CITY or LICENSEE.
8. NO ALTERATIONS. Except for LICENSEE's maintenance responsibilities under Paragraph 9, no alterations, or changes, shall be made by LICENSEE to the structures or improvements at the Facility without prior written approval by CITY. Such changes shall be at the sole cost and expense of LICENSEE unless otherwise agreed upon in writing by CITY.
9. STRUCTURE MAINTENANCE. LICENSEE will be responsible for maintaining all areas within the enclosed boundary of the Facility and the area within fifty (50) feet surrounding it. CITY shall maintain, at its expense, all improvements outside the enclosed boundary.
 - 9.1 Anything constructed, planted, or otherwise created by LICENSEE shall be the responsibility of LICENSEE to maintain and replace as needed, including acts of vandalism and that involving acts of vandalism. LICENSEE will diligently take any such corrective action.
 - 9.2 With respect to damage to property, CITY and LICENSEE hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

9.3 LICENSEE shall provide adequate insurance and indemnification to cover the use of the Facility by LICENSEE in accordance with the terms provided hereinafter in paragraph 18.

10. PAYMENTS BY LICENSEE.

10.1 LICENSEE shall pay the six hundred dollars (\$600.00) per month for the privilege to use the Facility as described herein ("LICENSE FEE"). The LICENSE FEE is due on or before the 10th day of each calendar month. In the event this Agreement is renewed, LICENSEE and CITY may agree in writing, signed by both parties, to a new LICENSE FEE for the renewal term.

10.2 In lieu of monthly payments, LICENSEE shall complete improvements to the rink. LICENSEE shall receive credit for the cost of such improvements, subject to the reasonable determination of value for such improvements by the Community Development Director. Monthly payments shall commence once LICENSEE has recuperated full credit for the improvements. The Community Services Director may further suspend LICENSE FEE payments for such time as the rink is being improved. All work shall be completed in a timely manner. The Community Services Director reserves the right to determine a reasonable time frame for such improvements.

10.3 LICENSEE shall, within thirty (30) days following the expiration or sooner termination of this LICENSE, pay to CITY any and all sums due.

10.4 In the event LICENSEE fails to submit a monthly payment by the due date, LICENSEE shall pay to CITY a late charge of fifty dollars (\$50.00). If a due date falls on a non-workday, the late charge will not apply until the next workday. If the LICENSEE offers unusual or extenuating circumstances for not making said payment when due, the Community Services Director at his/her discretion may waive the late charge. If LICENSEE pays with a check returned for insufficient funds, LICENSEE shall also pay a service charge in the sum of fifty dollars (\$50.00) in addition to applicable late charges, and LICENSEE shall thereafter make all payments in cash, cashier's check, or by money order.

10.5 In the event LICENSEE shall refuse to pay the license fee or any part thereof due hereunder after the same shall become due, or otherwise default in the performance of any other term herein, the Community Services Director may declare LICENSEE to be in default of this Agreement and CITY may thereafter suspend or terminate this Agreement pursuant to Paragraph 9, below, following written notice authorized by CITY. In the event of suspension or termination of this Agreement due to LICENSEE's default, CITY may either immediately take possession of the operations heretofore conducted by LICENSEE or require LICENSEE to remove any or all improvements not previously approved by the CITY, in addition to any other rights or remedies of CITY.

The acceptance of all or part of a monthly licensee fee payment to CITY for any period after default shall not be deemed a waiver of any right suspend or terminate this Agreement on account of such default. Any waiver by the CITY of a default shall not be construed as or constitute a waiver of any subsequent default of the same or any term, covenant and condition herein.

11. PROPERTY OF CITY. During the term of this Agreement or any extension, all permanent facilities utilized pursuant to this Agreement shall remain the property of the CITY. In the event this Agreement is terminated or allowed to expire, CITY shall have the right to retain all permanent facilities installed by LICENSEE.
12. CITY USE. Nothing herein shall restrict the right of the CITY to add additional recreational development and equipment to Chapman Sports Complex; nor restrict either the open space or general park and recreation use of the area beyond the Facility by the public.
13. REMOVAL OF STRUCTURES. CITY may require that LICENSEE repair, remove, or replace any improvement or equipment, which, in the opinion of the CITY, is unsafe, or for any other reason determined by CITY, would be of benefit to be removed. In the event CITY desires that any or all equipment, improvements, or development installed be removed, LICENSEE shall, after written notice, remove them and restore the real property to its original condition, within ninety (90) days.
14. RIGHT OF INSPECTION. CITY shall have the right to enter the Facility at any and all reasonable times for the purpose of inspection and observation of LICENSEE's operations. During these inspections, CITY shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place on the premises. Inspections may be made by CITY employees or may be made by independent contractors engaged by CITY.
15. CODE REQUIREMENTS. LICENSEE agrees to abide by and to maintain all rules and regulations as outlined in the *Garden Grove Municipal Code, Title 8, Chapter 40: Regulations Regarding the Use of City of Garden Grove Park Facilities*, unless otherwise waived by authority in the Code by the Director of Community Services.
16. MAILING LIST. LICENSEE shall, during the term of this Agreement, maintain the CITY in the LICENSEE's regular mailing list for all general correspondence. All correspondence shall be addressed to: Community Services Department, P.O. Box 3070, Garden Grove, California 92842, ATTN: Community Services Director.
17. SUSPENSION, TERMINATION, AND EXPIRATION.

17.1 Termination for Convenience. Either party may terminate this Agreement for Convenience, with or without cause, following ninety (90) days written notice to the other party, without liability to the other party.

17.2 Suspension. In the event the CITY determines LICENSEE is in default of this Agreement pursuant to Paragraph 10, above, and LICENSEE fails to cure said default within thirty (30) days following written notice, or such longer period authorized by the Community Services Director, the Community Services Director may suspend this Agreement until such default is remedied to the satisfaction of the DIRECTOR. LICENSEE may appeal the Community Services Director's decision to suspend this Agreement to the CITY's City Council. CITY's right to suspend this Agreement pursuant to this Paragraph 17.2 shall not be construed to limit CITY's right to terminate this Agreement pursuant to Paragraphs 17.1 or 17.3.

17.3 Termination due to LICENSEE's Default. In addition to, and without limiting, any other rights of CITY under this Agreement, CITY may terminate this Agreement in the event CITY determines LICENSEE is in default of this Agreement pursuant to

Paragraph 10, above, and LICENSEE fails to cure said default within thirty (30) days following written notice, or such longer period authorized by the CITY. Termination of this Agreement by CITY shall require approval of the City Council.

17.4 Vacation of Premises following Expiration or Termination of Agreement. Following the expiration or earlier termination of this Agreement, LICENSEE shall restore the Facility to its original condition or, at the option of CITY, leave any or all improvements in place, and agrees to vacate and surrender position of the Facility. LICENSEE shall have the right, at LICENSEE's own cost, to remove those items installed by, and belonging to LICENSEE, that can be disassembled on site.

LICENSEE acknowledges that this Agreement is a revocable license and is not a lease or other instrument that convey an interest in real property and, as such, does not impart protections to LICENSEE that would be consistent with a lease or entitle LICENSEE to any compensation or benefits in the event of termination of this Agreement at any time.

18. WATER TANK ACCESS. LICENSEE acknowledges and accepts that a portion or all of the site is located adjacent to or on top of a City water tank. CITY has the right at any time, for any reason, to access this tank. Any resulting damage to LICENSEE property will not result in any liability from CITY to LICENSEE. CITY may access the water tank without notice to LICENSEE.

19. WATER TANK PROTECTION. LICENSEE shall not cause any heavy equipment or vehicles to be parked or placed upon the site.

20. INSURANCE REQUIREMENTS.

20.1 Commencement of Activity. LICENSEE shall not commence work, activities or operation under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

20.2 Workers' Compensation Insurance. For the duration of this Agreement, LICENSEE and all subcontractors shall maintain Workers' Compensation Insurance in the amount and type required by law, if applicable.

20.3 Insurance Amounts. LICENSEE shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in the amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in the amount of \$1,000,000.00 combined single limit; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 20.3 (a) shall designate CITY and DISTRICT and their respective officers, officials,

employees, agents, and volunteers as additional insured for liability arising out of work, activities and operations performed or permitted by or on behalf of the LICENSEE. LICENSEE shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 20.3 (b) shall designate CITY and DISTRICT and their respective officers, officials, employees, agents, and volunteers as additional insured for automobiles owned, leased, hired, or borrowed by the LICENSEE. LICENSEE shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, LICENSEE's insurance coverage shall be primary insurance as respects CITY, DISTRICT and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, DISTRICT and their respective officers, officials, employees, agents, or volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.

21. INDEMNIFICATION. LICENSEE agrees to protect, defend, and hold harmless CITY and DISTRICT and their respective elective or appointive boards, officers, officials, agents, employees and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with the use of property, and any other monetary damage claims arising out of, or in any way connected with work, activities or operations pursuant to the Agreement by LICENSEE, LICENSEE's agents, officers, employees, subcontractors, or independent contractors and those authorized or permitted by LICENSEE to use the subject Facility. The only exception to LICENSEE's responsibility to protect, defend and hold harmless CITY or DISTRICT is due to the sole negligence of CITY or DISTRICT, or any of its elective or appointive boards, officers, agents, employees or volunteers.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LICENSEE. The provisions of this subsection shall survive the termination of this Agreement until all applicable statutes of limitations have expired.

22. CITY INSPECTION OF BOOKS AND RECORDS. CITY may upon thirty (30) days' notice at any time examine any or all of LICENSEE's books and records for the purpose of verifying LICENSEE compliance with the provisions of this Agreement and applicable laws.

23. NON-LIABILITY OF CITY.

23.1 Pursuant to Revenue & Taxation Code 107.7, should a property interest be created herein, it may be subject to property taxation LICENSEE may be subject to property taxes levied on such interest. In no event shall the CITY be liable for any taxes owed as a result of this Agreement of the LICENSEE's use of the Facility.

23.2 This Agreement is not intended to convey a property interest but to permit the LICENSEE to use the Facility as provided for herein. LICENSEE acknowledges

the rights granted by State and/or Federal Relocation Assistance Laws and regulations and, notwithstanding any other provision of this Agreement, expressly waives all such past, present and future rights if any, to which the Contractor might otherwise be entitled from the City with regard to this Agreement and the operations of the Facility. LICENSEE shall not be entitled to relation assistance, relocation benefits, or compensation for loss of goodwill upon the termination of this Agreement.

23.3 No official or employee of CITY shall be personally liable to LICENSEE in the event of any default or breach by CITY, or for any amount, which may become due to LICENSEE, or for any obligation under the terms of this Agreement.

- 24. NON-DISCRIMINATION. LICENSEE covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry, in any action or activity pursuant to this Agreement.
- 25. INDEPENDENT CONTRACTOR. It is agreed to that LICENSEE shall act and be an independent contractor and not an agent or employee of CITY and shall obtain no rights to any benefits which accrue to CITY's employees.
- 26. COMPLIANCE WITH LAW. LICENSEE shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including all applicable safety and health laws, rules, regulations and standards, applicable federal and state labor standards, applicable prevailing wage requirements, building, plumbing, mechanical and electrical codes, and all applicable disabled and handicapped access requirements, including, without the limitation, the Americans With Disability Act, 42 U.S.C. §12101 et seq., Government Code §4450 et seq., and the Unruh Civil Rights Act, Civil Code §51 et seq.
- 27. CONFLICT OF INTEREST. LICENSEE shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.
- 28. REPORTING. LICENSEE shall submit to CITY, no later than January 31, 2021, and each year thereafter, an annual report of events and activities at the Facility that occurred in the prior year, and which are booked as of December 31st. In the event that City Hall is closed on a date on which a report is due, that report will be considered to be due on the next day that City Hall is open.
- 29. NOTICES. All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

29.1 Address of LICENSEE is as follows:

Kevin Bever
6652 Blue Heron Drive
Huntington Beach, CA 92648

29.2 Address of CITY is as follows:

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

(with a copy to):

Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

30. LICENSES, PERMITS, FEES AND ASSESSMENTS. At its sole cost and expense, LICENSEE shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. LICENSEE shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement except those which are expressly waived by CITY.
31. TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.
32. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT. The experience, knowledge, capability, and reputation of LICENSEE, its principals and employees were a substantial inducement for CITY to enter into this Agreement. Therefore, LICENSEE shall not contract with any other entity to perform the work, activities or operations required without written approval of CITY. If LICENSEE is permitted to subcontract any part of this Agreement, LICENSEE shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, activities or operations will be considered employees of LICENSEE. CITY will deal directly with LICENSEE.
33. AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement the parties are formally bound.
34. MODIFICATION. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and LICENSEE.
35. WAIVER. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and LICENSEE.
36. CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California.
37. INTERPRETATION. This Agreement shall be interpreted as though prepared by both parties.
38. PRESERVATION OF AGREEMENT. Should any paragraph, provision phrase or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, provision, phrase or word construed and interpreted, and all remaining provisions shall remain valid and enforceable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT AS OF THE DATE WRITTEN BELOW.

DATE: _____

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

City Clerk

DATE: _____

LICENSEE
Orion Sports

APPROVED AS TO FORM:

By: *[Signature]*

DATE: 3/16/2020

City Attorney

If LICENSEE is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to the CITY.

ATTACHMENT A



ATTACHMENT B

Orion Sports Programming Objectives and Goals

1. Repair and maintain a safe, quality outdoor hockey rink.
 - a. Replace all damaged boards that surround the rink playing surface
 - b. Replace 6" runner that goes along the bottom of the boards
 - c. Resurface the playing area
 - d. Paint boards and existing frame to give the rink so that it is aesthetically pleasing
 - e. Maintain ongoing maintenance as needed to keep rink facility in good order and condition
2. Create and grow a youth street hockey program – goal of 30+ teams, 300+ players across multiple age groups and divisions, routine clinics and tournaments
 - a. Youth program (include but not limited to)
 - i. Learn to Play clinics
 - ii. Skill clinics
 - iii. Learn to Play Draft League (10 week program – 4 weeks instruction, 6-weeks draft league play)
 - iv. Leagues (U17, U14, U11)
 - v. Tournaments
 - b. Marketing/Communication of Youth Programs
 - i. Targeted marketing to all elementary, middle and high schools in Garden Grove and the surrounding area
 1. Marketing materials such as flyers and brochures to be included with information in school packets, email newsletter blasts and student handouts
 2. Give away free t-shirts with league name and information to kids. This will not only give the kids something special but also create a buzz about the program.
 - ii. Targeted marketing to after school and church youth group programs in similar fashion as outlined above
 1. Boys & Girls Club of Garden Grove, Westminster, Kingston Branch Huntington Valley, etc.
 2. Church youth groups, i.e. Project Hope for Children, Saint Columban Youth Ministry, Garden Grove Methodist Church, St. Olaf Luther, etc.
 - iii. Cross market with other sports organizations
 1. AYSO Soccer
 2. Little League Baseball
 3. Little League Softball
 4. United States Youth Volleyball League
 5. National Junior Basketball League
 6. Youth Roller Hockey League
 7. Youth ICE Hockey League
 - c. Partnerships/Collaboration
 - i. The Ducks Organization
 - ii. The Rinks Organization
 - iii. The Boys & Girls Club of Garden Grove
 - iv. Other tbd non-profit organizations as listed above
3. Expand and grow the current adult hockey program – goal of 30+ teams, 300+ players across multiple divisions, routine clinics and tournaments.
 - a. Adult programs
 - i. Sunday league

- ii. Tuesday night league
 - iii. Skill clinics
 - iv. Tournaments
 - b. Marketing/Communication
 - i. Targeted marketing to local gyms, fitness centers and non-profit organizations (overlap with youth marketing)
 - ii. Cross market with other adult recreational sports leagues
 - 1. Beach City Sports
 - 2. The YMCA
 - 3. Long Beach Recreation
 - 4. MeetUP
- 4. Administration – Finance and League Operation
 - a. Finance – Maintain proper financial and provide to the City of Garden Grove, upon request:
 - i. Manage all accounting transactions
 - ii. Prepare budget forecasts
 - iii. Publish financial statements in time
 - iv. Handle monthly, quarterly and annual closings
 - v. Reconcile accounts payable and receivable
 - vi. Ensure timely bank payments
 - vii. Compute taxes and prepare tax returns
 - viii. Manage balance sheets and profit/loss statements
 - ix. Report revenues, expenditures, performance recap with attendance figures, rental summary, audited annual financial statement as well as other pertinent information to the City of Garden Grove.
 - b. League Operation
 - i. Skill Clinics (Youth & Adult)
 - ii. League Scheduling (Practices and Games)
 - iii. Officials Training & Scheduling
 - iv. Scorekeeper Training & Scheduling
 - v. Coach Recruitment & Training
 - vi. Team Captain Meetings
 - 1. Discuss rules, league philosophy, fair play and rink guidelines
 - vii. Web based LeagueApps software for program management
 - viii. Bi-Annual Tournaments
 - 1. Increase awareness and bring in teams from outside the Garden Grove and surrounding area
- 5. Logistics – Weekly Schedule of events (60% Youth Programming)
 - a. Monday: Youth Skill & Learn to Play
 - b. Tuesday: Adult Night Rec League Play
 - c. Wednesday: Youth Pickup Game Play (Intro to Hockey)
 - d. Thursday: Youth Skill & Learn to Play
 - e. Friday: Youth League
 - f. Saturday: Youth & Adult League Play
 - g. Sunday: Adult Day League Play



California Secretary of State
Electronic Certified Copy

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that the attached transcript of 1 page is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

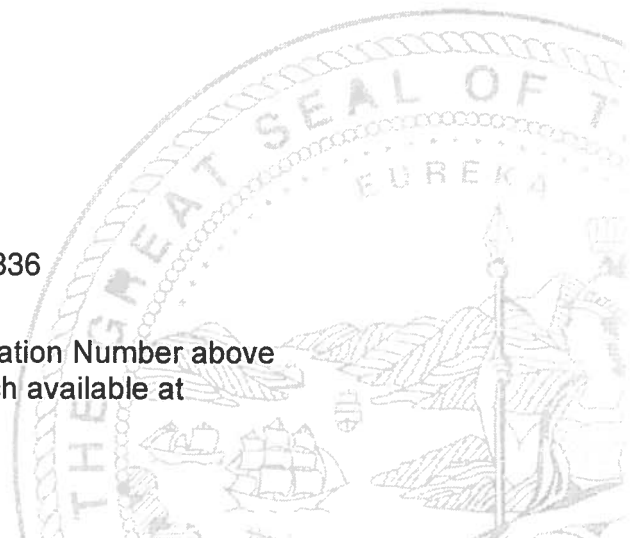


IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of January 30, 2020

ALEX PADILLA
Secretary of State

Verification Number: TJS DTZ
Entity (File) Number: 202003011336

To verify the issuance of this Certificate, use the Verification Number above
with the Secretary of State Electronic Verification Search available at
bizfile.sos.ca.gov





California Secretary of State
Electronic Filing



LLC Registration – Articles of Organization

Entity Name: ORION SPORTS, LLC

Entity (File) Number: 202003011336

File Date: 01/16/2020

Entity Type: Domestic LLC

Jurisdiction: California

Detailed Filing Information

1. Entity Name: ORION SPORTS, LLC

2. Business Addresses:
 - a. Initial Street Address of Designated Office in California: 6652 BLUE HERON DR
HUNTINGTON BEACH, California 92648
United States

 - b. Initial Mailing Address: 6652 BLUE HERON DR
HUNTINGTON BEACH, California
92648
United States

3. Agent for Service of Process: KEVIN BEVER
6652 BLUE HERON DR
HUNTINGTON BEACH California 92648
United States

4. Management Structure: More than One Manager

5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: LOVETTE DOBSON

Certificate Verification Number: TJSDTZ
 Use bizfile.sos.ca.gov to verify the certified copy.