

**AMENDED AND RESTATED LICENSE AGREEMENT
FOR OPERATION OF OUTDOOR ARENA SOCCER FACILITIES
AT GARDEN GROVE PARK**

This **Amended and Restated License Agreement for Operation of Outdoor Arena Soccer Facilities at Garden Grove Park** (this "Agreement") is entered into as of August 1, 2016 (the "Effective Date"), by and between the CITY OF GARDEN GROVE ("CITY") and ARENA SOCCER PARKS, INC. ("ASP").

RECITALS

The following recitals are a substantive part of this Agreement:

- A. CITY is the owner of Garden Grove Park, located at 13631 Deodara Drive, Garden Grove, CA 92844, which is designated as a park facility for active and passive recreational activities.
- B. On or about April 21, 1992, CITY and ASP's predecessor in interest, Indoor-Outdoor Soccer Park Incorporated ("ISOP"), entered into an agreement pursuant to which CITY granted ISOP a twenty-year license for the installation and operation of certain outdoor arena soccer facilities in a portion of Garden Grove Park as a recreation facility open to the public (the "Original Agreement"). The Original Agreement allows for renewals of said license at CITY's option.
- C. Pursuant to the Original Agreement, ISOP constructed two arena soccer facilities, fencing, and a structure containing restrooms, an office, a snack bar, and a retail accessory goods store in a portion of Garden Grove Park (the "Premises"). The Premises are generally depicted on Attachment A, which is attached to this Agreement and incorporated herein by reference.
- D. ISOP and ASP have continuously operated the Premises as a recreation facility open to the public for reasonable fees since 1992 in accordance with the terms of the Original Agreement.
- E. The operation of the outdoor arena soccer facilities on the Premises by ASP provides recreational opportunities in the City of Garden Grove at reasonable costs to the public and generates revenue to CITY to offset the costs of maintenance and operation of the portion of the Park on which the Premises are located.
- F. ASP desires to continue to operate the outdoor soccer facilities, snack bar, and retail accessories store on the Premises, and CITY desires to allow ASP to do so, subject to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. GRANT OF LICENSE. Subject to the terms of this Agreement, CITY hereby grants ASP a license to use and operate an arena soccer facility, snack bar, and retail accessories store (the "Facility") on the Premises. In exchange for the license, ASP agrees to operate the Facility as a recreation facility open to the public for reasonable fees approved, in advance, by the CITY's Director of Community Services (the "DIRECTOR"). ASP's obligation to operate the Facility shall include, without

limitation, organization of team play, lessons, camps, and other soccer-related activities, as well as maintenance of the Facility and the Premises. CITY will be responsible for maintenance of all portions of Garden Grove Park other than the Facility and the Premises and for making the existing parking at Garden Grove Park available for use by patrons of the Facility.

2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years commencing on the Effective Date, unless renewed or earlier 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 ASP, six calendar months before the expiration date of this Agreement or any renewal, files a written request for renewal with the DIRECTOR and the CITY's City Council thereafter approves the renewal.

3. INSTALLATION OF FIXTURES.

3.1 All necessary furnishings, fixed and operating equipment, fixtures, and apparatus necessary for the operations permitted herein shall be supplied or installed by ASP at its sole cost and expense, and shall be of a first class quality satisfactory to CITY. All such furnishings, fixed and operating equipment, fixtures and apparatus and the plans and specifications for installation of same shall be subject to the prior written approval of CITY.

3.2 ASP shall provide and maintain at its sole cost and expense such soccer arena resurfacing, soccer nets, wind screens, chain link fencing, soccer court night lights and electrical system, court cleaning, water system, and drinking fountains, as may be determined by ASP and approved by CITY.

4. MAINTENANCE OF INSTALLATIONS

4.1 ASP shall be responsible for the cleanliness, maintenance and upkeep of all machinery, equipment, and fixtures provided by CITY or ASP. Such structures, machinery, equipment, and fixtures shall be maintained in a first class condition and in working order. Evaluation of this maintenance standard shall be at the sole discretion of CITY.

4.2 ASP shall be responsible for cleaning all soccer arenas and deck areas at least weekly, in a manner satisfactory to CITY. ASP shall be responsible for the maintenance of buildings and restrooms including but not limited to cleaning, replacing lights, painting and graffiti removal. All court and building cleaning equipment and materials will be provided and maintained by ASP. ASP shall also be responsible for providing trash receptacles and pickup service for its facility through an appropriate commercial trash collection service. CITY-owned trash receptacles at Garden Grove Park shall not be used by ASP for the disposing of any trash or debris. ASP shall keep the area within fifty (50) feet surrounding the facility in a clean and sanitary condition satisfactory to the DIRECTOR at all times.

5. UTILITIES

ASP shall pay all costs associated with the installation of gas, water, electrical, sewer lines and hookups, and telephone service necessary for the operation of the Office Building. ASP shall pay all telephone, water, electrical, trash collection and gas service charges.

6. SPECIAL EVENTS AND ACTIVITIES CONDUCTED BY OUTSIDE ORGANIZATIONS

ASP shall not issue any court rental or reservation for any tournament, exhibition, clinic, league, or the like to be conducted by any organization or individual, unless such activity or event has been approved in advance, in writing, by CITY.

7. LAWS AND ORDINANCES

ASP shall comply with all applicable laws, rules, regulations, and the directives issued by CITY relating to the operations permitted herein. Failure to do so may result in suspension or termination of this Agreement by CITY.

8. CONDUCT

ASP shall at all times conduct the operations permitted herein in a quiet and orderly manner to the satisfaction of CITY. ASP shall permit no intoxicated person, profane or indecent language, or boisterous or loud conduct in or about the Premises, 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 ASP 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, ASP agrees to reimburse CITY for Police services required as a result of activities conducted at ASP facility.

9. PERSONAL ATTENTION

APS shall appoint a manager under its direction and control, who shall devote the greater part of his or her time and attention to the operations permitted herein and shall promote, increase and develop said operations and render every possible service and convenience to the public. Such managers shall have full authority for operations permitted herein or that portion under their control. In employing of managers, ASP shall seek individuals skilled in management of business similar to the operations permitted herein.

10. SIGNS AND ADVERTISEMENTS

Any signs, advertisements or promotional material provided by ASP shall be approved, in advance, in writing by CITY. CITY shall have the right to require removal or refurbishment of any sign or advertisement previously approved. CITY is not required to provide any signs. However, any signs provided by CITY shall be prominently displayed by ASP in a location to be determined by CITY.

11. SCHEDULE OF OPERATIONS

ASP shall keep the operations permitted herein open during such days and hours as approved in writing by CITY to adequately serve public demand. Permitted hours of operation shall as a maximum begin at 6:00 a.m. and run through 11:00 p.m. All activities shall cease by 11:00 p.m. and all persons shall vacate the grounds by 11:15 p.m.

Before commencing operation each calendar year under the terms of this Agreement or any renewal thereof, ASP 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 6:00 a.m. through 11:00 p.m.

ASP shall not deviate from the permitted hours of operation without the prior written approval of CITY. CITY shall have the authority to ask ASP to close down the Facility for any special event with a thirty (30) day written notice.

12. CLEANLINESS OF ADJACENT PARK AREA

ASP shall keep the area within fifty (50) feet surrounding the operation in a clean and sanitary condition satisfactory to CITY at all times. No offensive or refuse matter, nor any substance constituting and unnecessary, unreasonable or unlawful fire hazard or material detrimental to the public health shall be permitted or remain thereon, and ASP shall prevent any such matter or material from being or accumulating in the area.

13. ALTERATIONS OR ADDITIONS TO THE PREMISES

No alterations, changes or additions of any character shall be made by APS on or to the Premises without the prior written approval of CITY. Such changes shall be at the sole cost and expense of ASP unless otherwise agreed upon in writing by CITY.

All operations permitted herein must be compatible with planned or existing improvements and facilities in the area.

ASP shall confine the operations permitted herein strictly to that area set aside for that purpose.

14. NONDISCRIMINATION

ASP and its employees shall not discriminate on the basis of race, religion, color, ancestry, sex, sexual orientation, age, national origin, handicap or disability by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall ASP or its employees publicize the operations permitted herein in any manner that would directly or inferentially reflect on or question the acceptability of the patronage of any person on any said basis.

In the performance of this License, ASP shall not discriminate against any employee or applicant for employment on any said basis. ASP shall take action to ensure that applicants are employed, and that employees are treated without regard to any said basis. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. HEALTH AND SAFETY

ASP shall correct safety deficiencies and violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents occurring on the Premises. In the event of injury to a patron or customer, ASP shall ensure that the injured person receives prompt and qualified medical attention. If ASP fails to correct hazardous conditions which have led to or, in the opinion of CITY, could lead to injury, CITY may immediately suspend this Agreement until such hazardous

conditions are corrected. Failure to correct hazardous conditions within a reasonable period of time shall be deemed a default under this Agreement.

16. PERMISSIONS

Any permission required hereunder shall be obtained in writing by ASP from CITY's City Manager, the DIRECTOR, or their designated representative and any errors or omissions therefrom shall not relieve ASP of his obligations to faithfully perform the conditions herein. ASP shall immediately comply with any written request or order submitted to it in writing by CITY.

17. VENDING, AMUSEMENT OR GAME MACHINES

ASP shall first receive written approval from CITY before installing or permitting the installation of any vending machines. CITY reserves the right to require ASP to remove any vending machines that it has previously given permission to be installed, within 24 hours of notice. CITY will not approve the installation of any video, amusement or arcade game machines.

ASP shall use the Premises solely for the operation and maintenance of a soccer and related court activities concession.

18. MAINTENANCE OF EQUIPMENT

ASP shall provide all maintenance on all equipment used in the operations permitted herein whether owned by CITY or ASP. Insofar as sanitation and appearance are concerned, CITY shall have the right to direct ASP to perform necessary repairs and maintenance to equipment and structures owned by ASP. ASP has the right not to use CITY equipment. If equipment owned by CITY is used, CITY shall have the right to prescribe in detail the type and frequency of maintenance to be performed on it by ASP. Because of CITY'S interest in preserving its equipment and providing clean and sanitary conditions, if ASP fails to perform the maintenance required hereunder (within 24 hours), CITY shall have the right, after ten (10) days' notice, to cause the maintenance to be performed in an efficient manner and to charge ASP for the cost thereof. The cost shall be equal to the sum of the cost of the direct labor and materials plus overhead.

ASP will be responsible for maintenance of all facilities within the enclosed boundary of the soccer complex. CITY shall maintain, at its expense, all improvements, including, but not limited to, road, parking, and landscaping, located outside the enclosed boundary.

Anything constructed, planted or otherwise created by ASP shall be the responsibility of ASP to maintain and replace as needed, including maintenance and/or replacement resulting from acts of vandalism. In the event of damage caused by acts of vandalism, ASP will have 24 hours to correct the condition.

No equipment provided by CITY shall be removed or replaced by ASP without prior written approval of CITY.

With respect to damage of property, CITY and ASP hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

19. LICENSES, PERMITS, AND TAXES

ASP shall obtain and pay for all licenses and permits (including a City business license) required for operations on the Premises. In addition, ASP shall pay all taxes, including any possessory interest taxes applicable to the Facilities or Premises, levied by any authority.

20. TRANSFER OR ASSIGNMENT

ASP shall not assign or sublet the Premises or any part thereof or allow the same to be used or occupied by any other person or for any other use than that herein specified, without the prior written consent of CITY. In the event of such subletting, assignment, or the insolvency or bankruptcy, either voluntary or involuntary, of ASP, CITY may, at its discretion, suspend or terminate this Agreement.

21. STANDARDS OF SERVICE

ASP shall conduct business hereunder in a manner acceptable to CITY and shall, at all times, have a sufficient number of employees to furnish the best service possible. All such employees shall be clean, neat, and orderly in appearance, and shall be uniformed and identified in a manner acceptable to CITY. Vending or selling shall be done in an orderly, courteous and well-conducted manner.

CITY or authorized representative shall have the right to approve the level of service and to order such service discontinued or remedied. If the quality of service or products or the cleanliness of the facilities are not at a level satisfactory to CITY or do not adequately meet the needs of the public, or if ASP violates any of the terms or conditions of this Agreement, then CITY shall have the right to suspend or terminate this Agreement pursuant to Paragraph 25 (Suspension, Termination, and Expiration).

ASP or its authorized manager, shall supervise the operations permitted hereunder during the hours in which the concessions are open for business. Any notice or order given to ASP's manager shall be binding as though delivered and served on ASP. If, at any time, CITY or his authorized representative makes a determination that the manager or any employee of ASP is unsatisfactory because of personal appearance (grooming or attire), conduct, or failure to serve the public properly, and CITY gives notice to ASP of such deficiencies, then ASP shall replace the manager with a suitable manager within ten (10) days after the date of such notice. Any employee found to be unsatisfactory shall be removed and replaced immediately after notice to ASP.

22. SECURITY

ASP shall provide uniformed, licensed security at the times and places reasonably required by the Garden Grove Police Chief, as outlined in paragraph 8 (Conduct).

23. CURFEW

ASP shall not allow members of the public or customers on the site between 11:15 p.m. and 6:00 a.m. without written permission from CITY.

24. RIGHTS OF CITY

No Alterations. No alterations, changes, or improvements shall be made by ASP to the structures or improvements at Garden Grove Park without prior written approval by CITY. All alterations and improvements to the structure be performed in conformance with all applicable laws and shall be the property of CITY and subject to CITY approval.

Removal of Structures. CITY may repair, remove, or replace any improvement or equipment which, in the opinion of 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 the equipment, improvements, or development installed be removed, ASP shall after written notice remove them and restore the real property to its original condition as nearly as may be practical, within ninety (90) days.

25. DEFAULT

In the event ASP shall fail or refuse to improve or change the operations permitted herein when directed to do so by the DIRECTOR pursuant to this Agreement or to conform to the rules, regulations, or directions of CITY, or 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 DIRECTOR may declare ASP to be in default of this Agreement and CITY may thereafter suspend or terminate this Agreement pursuant to Paragraph 25, below, following written notice and failure of ASP to cure said default within thirty (30) days, or such longer period authorized by CITY. In the event of suspension or termination of this Agreement due to ASP's default, CITY may either immediately take possession of the operations heretofore conducted by ASP or require ASP to remove any or all improvements at ASP's expense. Such foregoing remedies are cumulative and shall not impair any other rights or remedies of CITY.

The acceptance of all or part of a monthly LICENSE FEE payment by CITY for any period after default shall not be deemed a waiver of any right to 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.

26. SUSPENSION, TERMINATION, AND EXPIRATION

26.1 Termination for Convenience.

Either party may terminate this Agreement for convenience, with or without cause, following one hundred eighty (180) days written notice to the other party, without liability to the other party.

26.2 Suspension.

In the event the DIRECTOR determines ASP is in default of this Agreement pursuant to Paragraph 24, above, and ASP fails to cure said default within thirty (30) days following written notice, or such longer period authorized by the DIRECTOR, the DIRECTOR may suspend this Agreement until such default is remedied to the satisfaction of the DIRECTOR. ASP may appeal the DIRECTOR's decision to suspend this Agreement to the CITY's City Council. CITY's right to suspend this Agreement pursuant to this Paragraph 25.2 shall not be construed to limit CITY's right to terminate this Agreement pursuant to Paragraphs 25.1 or 25.3.

26.3 Termination due to ASP'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 ASP is in default of this Agreement pursuant to Paragraph 24, above, and ASP 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.

26.4 Vacation of Premises following Expiration or Termination of Agreement.

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

ASP acknowledges that this Agreement is a revocable license and is not a lease or other instrument that conveys an interest in real property and, as such, does not impart protections to ASP that would be consistent with a lease or entitle ASP to any compensation or benefits in the event of termination or expiration. CITY incurs no liability whatsoever to ASP for termination of this Agreement at any time.

27. RIGHT OF INSPECTION

CITY shall have the right to enter the Premises at any and all reasonable times for the purpose of inspection and observation of ASP'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. CITY shall have the right to inspect to determine if the terms and conditions of this Agreement are being met and to observe transactions between ASP and patrons in order to evaluate the quality and quantities of food or drinks or other items sold or dispensed, the courtesy extended to and methods of dealing with the public, the performance and caliber of ASP's employees and the methods of recording receipts. Information gathered on these inspections will be used to evaluate ASP to provide a basis for any action by CITY for the renewal, non-renewal, suspension, or termination of this Agreement provided, however, the preceding statement shall not be construed to limit CITY'S right of inspection for any purpose incidental to the rights of CITY.

28. CITY INSPECTION OF BOOKS AND RECORDS

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

29. PAYMENTS BY ASP

ASP shall pay the CITY a License Fee in the amount of two thousand one hundred dollars (\$2,100.00) per month ("LICENSE FEE"). The LICENSE FEE is due on or before the 10th day of each calendar month. In the event this Agreement is renewed, ASP and CITY may agree in writing, signed by both parties, to a new LICENSE FEE for the renewal term.

ASP shall, within twenty (20) days following the expiration or sooner termination of this Agreement, pay to CITY any and all sums due.

In the event ASP fails to submit a monthly payment by the due date, ASP shall pay to CITY a late charge of ten percent (10%) on the outstanding unpaid balance, or \$25.00, whichever is greater. If a due date falls on a non-workday, the late charge will not apply until the next workday. If the ASP offers unusual or extenuating circumstances for not making said payment when due, the DIRECTOR at his or her discretion may waive the late charge. If ASP pays with a check returned for insufficient funds, ASP shall also pay a service charge in the sum of twenty-five dollars (\$25.00) in addition to applicable late charges.

30. NOTICES

Notices shall be in writing and personally serviced or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to ASP at President, ASP, 4241 Emerald Circle, Cypress, CA 90630, and to Community Services Director, City of Garden Grove, 11222 Acacia Parkway, Garden Grove, CA 92840.

31. HOLD HARMLESS, INDEMNIFICATION INSURANCE, PLAYER RELEASE FORM

INDEMNIFICATION

ASP agrees to protect, defend, and hold harmless CITY and their 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 ASP, ASP's agents, officers, employees, subcontractors, or independent contractors and those authorized or permitted by ASP to use the subject arena soccer fields. The only exception to ASP's responsibility to protect, defend, indemnify and hold harmless CITY is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, employees or volunteers.

CITY does not, and shall not, waive any rights against ASP which it may have by reason of this hold harmless agreement. This hold harmless agreement shall apply to all liability regardless of whether or not any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by ASP in the event of loss, claim, damage, or expense.

GENERAL LIABILITY COVERAGE

During the period of time covered by this Agreement, ASP agrees to obtain and maintain in effect, comprehensive general liability insurance coverage including contractual and completed operations liability in an amount not less than \$1,000,000 per occurrence, for bodily injury or property damage, covering conditions of maintenance, use, design, and construction of the equipment and improvements and development subject hereof. Endorsements for the policies shall designate the CITY OF GARDEN GROVE as additional insured. ASP shall provide CITY with proof evidencing coverage in a form content and with companies satisfactory to CITY prior to commencing any activity under this Agreement.

PROPERTY INSURANCE

Property Insurance – ASP. ASP shall, at ASP's sole cost and expense, obtain and keep in force during the term of this Agreement for the benefit of ASP, replacement cost fire and extended coverage insurance, with vandalism, malicious mischief, and sprinkler leakage endorsements, in an amount sufficient to cover not less than 100% of the full replacement cost, as the same may exist from time to time, of all of ASP's personal property, fixtures, equipment, and ASP improvements. ASP shall provide CITY with a Certificate of Insurance evidencing such coverage with a company satisfactory to CITY.

WORKERS' COMPENSATION

Workers' Compensation Insurance. During the duration of this Agreement, ASP and all subcontractors shall maintain Workers' Compensation Insurance if applicable.

Failure to maintain such Insurance shall automatically suspend all of ASP's rights hereunder.

PLAYER RELEASE FORMS

ASP shall not permit any individual to participate in any activity on the Facility without first having completed a release form, the form of which shall be approved by CITY in advance.

32. PRICES AND SIGNAGE

32.2 PRICES. ASP's charges for goods, services, arena rental and league fees shall be consistent with reasonable commercial practice and shall be approved, in advance, by the DIRECTOR. ASP shall submit to the DIRECTOR the prices to be charged for goods and services for approval by the DIRECTOR by the last day of December of each year throughout the term or any renewal term of this Agreement.

32.2 SIGNS AND ADVERTISEMENTS. ASP shall provide and prominently display in locations approved in writing by the DIRECTOR signs identifying the type of service and merchandise available at the Premises as well as ASP's name, the operation schedule of the Premises, and the items and priced of all products and services available at the Premises.

33. CONTROL OF PREMISES

If necessary for the health, welfare or safety of the general public, or as a result of the suspension of this Permit, DIRECTOR shall have the right to enter the Premises and take possession thereof immediately.

34. MAILING/E-MAIL LIST

ASP shall, during the term of this Agreement, maintain CITY on ASP's regular mailing list and e-mail distribution list for all general correspondence. All correspondence shall be addressed to: Department of Community Services, P.O. Box 3070, Garden Grove, CA 92842, ATTN: Recreation Coordinator.

35. ASSIGNMENT OR DELEGATION

Neither CITY nor ASP shall assign this Agreement without the consent of the other. ASP shall not delegate services under this Agreement to another without written consent from DIRECTOR.

36. INDEPENDENT CONTRACTOR

It is understood and agreed to that in the performance of the work and services agreed to be performed by ASP, that ASP, including ASP's employees, shall act and be an independent contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship of employer-employee exists between the parties. ASP's assigned personnel shall not obtain or be entitled to any rights, retirement benefits, or other benefits which accrue to CITY's employees, and ASP shall so inform each employee organization and each employee who is hired or retained under this Agreement. ASP hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. ASP hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of ASP or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to ASP's assigned personnel.

All improvements installed by the ASP are intended by the parties to remain property of ASP, whether or not affixed to the land.

37. COMPLIANCE WITH LAW

ASP shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work for or on behalf of ASP pursuant to this Agreement to comply with, all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments, including, but not limited to, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. CITY makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

38. NO WAIVER OF CONDITIONS

ASP agrees that waiver by CITY of any conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.

39. FAMILIARITY WITH WORK

By executing this Agreement, ASP warrants that: (1) it has thoroughly investigated and considered the work to be performed; (2) it has investigated the site of the work and fully acquainted itself with the work conditions there existing; (3) it has carefully considered how the work should be performed; and (4) it fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement. Should ASP discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall

immediately inform CITY of such fact and shall not proceed, except at ASP's risk, until written instructions are received from CITY.

40. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT

The experience, knowledge, capability, and reputation of ASP, its principles and employees were a substantial inducement for CITY to enter into this Agreement. Therefore, ASP shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of CITY. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of CITY. If ASP is permitted to subcontract any part of this Agreement, ASP shall be as fully responsible to CITY for the acts and omissions of his subcontractor as it is for the acts and omissions of persons directly employed by itself. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. ASP shall require every subcontractor to be bound by the terms of this Agreement as applicable to its work. All persons engaged in the work, including subcontractors, will be considered employees of ASP for purposes of this Agreement.

41. 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 ASP.

42. WAIVER

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and ASP.

43. CALIFORNIA LAW

This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about his Agreement shall be filed in the central branch of the Orange County Superior Court.

44. INTERPRETATION

This Agreement shall be interpreted as though prepared by both parties.

45. DEPOSIT

ASP has deposited with CITY the sum of \$15,000.00, which is being held by CITY and may be used to offset any damage to property, repairs, graffiti removal, and/or equipment removal which are not completed by ASP in a timely manner, at any time without prior notice to ASP. At the expiration of or at termination of this Agreement, the deposit within thirty (30) days shall be refunded less any offsets. ASP is not entitled to any interest on the deposit.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties have executed this Agreement on the date first set forth above.

DATE: _____

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

City Clerk

DATE: _____

LICENSEE
ARENA SOCCER PARKS, Inc.

APPROVED AS TO FORM:

Omar Dandora
Garden Grove City Attorney

By: _____

Its: *Jeff S Ferrario President*

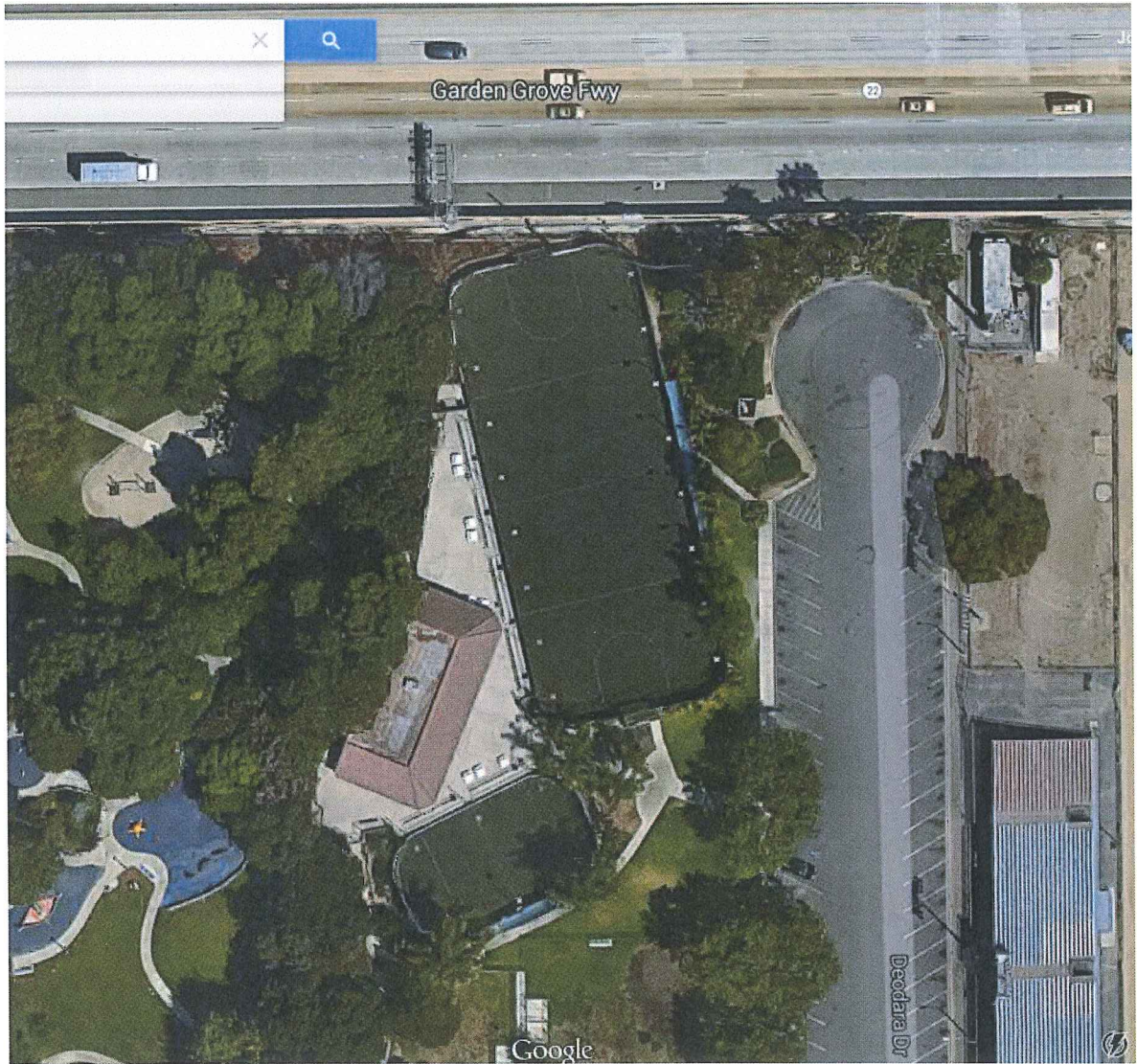
DATE: *9-13-16*

By: _____

Its: _____

ATTACHMENT A

SITE PLAN





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|-------------------------------|
| PRODUCER June King Kessler Alair Insurance Services, Inc License # OA 91387 909-932-2131 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739 | CONTACT NAME: June King PHONE (A/C No. Ext): (909) 931-1500 E-MAIL ADDRESS: jking@kessleralair.com | FAX (A/C No.): (909) 932-2133 |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Nova Casualty Company A, XV NAIC # 42552 INSURER B: State Compensation Ins Fund 35076 INSURER C: INSURER D: jking@kessleralair.com INSURER E: INSURER F: | |
| INSURED Arena Soccer Parks, Inc. 13631 Deodara St. Garden Grove CA 92844 | | |

COVERAGES CERTIFICATE NUMBER: 16/17 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|---|------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | WSI-CL-0010159-2 | 6/25/2016 | 6/25/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | <input checked="" type="checkbox"/> | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ EXCLUDED |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | Participant Legal Liability \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY | | | WSI-CL-0010159-2 | 6/25/2016 | 6/25/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS | | <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | | AGGREGATE \$ |
| | DED | | | | | | \$ |
| | RETENTION \$ | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 9164302-2016 | 8/10/2016 | 8/10/2017 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Abuse & Molestation Liability | | | WSI-CL-0010159-2 | 6/25/2016 | 6/25/2017 | Aggregate Limit 2,000,000 Each Occurrence Limit 1,000,000 |

Reviewed and approved as to insurance language and/or requirements.
Heidi M. Gray
Risk Management
9-12-16

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is additional insured per form AGL01350408 but only as respects the liability arising out of the activities or operations of the named insured. Re: Use of soccer fields, Soccer facilities at 13631 Deodara Drive, Garden Grove, CA .

| | |
|--|--|
| CERTIFICATE HOLDER renecc@ci.garden-grove.ca.u City of Garden Grove Attn: Community Services Director 11222 Acacia Parkway Garden Grove, CA 92840 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE June King/JUNE <i>June King</i> |
|--|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. EXTENDED PROPERTY DAMAGE

It is agreed that SECTION I – COVERAGE A., paragraph 2. Exclusions a. Expected or Intended is deleted and replaced by the following:

a. Extended Property Damage

“Bodily Injury” or “Property Damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

2. PROPERTY SOLD OR ABANDONED BY YOU

It is agreed that SECTION I – COVERAGE A. paragraph 2. Exclusion j.(2) is deleted and replaced by the following:

(2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

3. NON OWNED WATERCRAFT

It is agreed that SECTION I – COVERAGE A. paragraph 2. Exclusion g.(2) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 52 feet long; and
(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

4. DAMAGE TO PREMISES RENTED TO YOU

a. It is agreed that SECTION I – COVERAGE A. the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions c. through n. does not apply to:

- (1) damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; and
(2) damage caused by a resident;
to premises while rented to you or temporarily occupied by you with the permission of the owner.

b. It is agreed that paragraph 6.of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under COVERAGE A for damages because of “property damage”;

- a. resulting from fire, lightning, explosion, smoke or leaks from automatic fire protective systems, or any combination thereof; and
b. caused by a resident;
to premises, rented to you or temporarily occupied by you with the permission of the owner.

9-12-16
Reviewed and approved as to insurance language and/or requirements
Heidi Mayday
Risk Management

5. BROAD NAMED INSURED

It is agreed that **SECTION II - WHO IS AN INSURED** is amended to include the following:

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

6. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of paragraphs **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** apply only when the "occurrence", offense, claim, or "suit" is known to:

- a. You, if you are an individual;
 - b. A partner or member if you are a partnership or joint venture;
 - c. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
 - d. A member or manager if you are a limited liability company; or
 - e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.
- Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge to you unless an individual described in items 1. - 5. of this provision G. has actual knowledge.

7. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following is added to Condition **6. Representations** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences" or offenses is unintentional.

8. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Condition **8. Transfer of Rights of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by adding the following:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

9. ADDITIONAL INSURED

a. LESSOR OF LEASED EQUIPMENT

- i. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- ii. With respect to the insurance afforded these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. MANAGERS OR LESSORS OF PREMISES

- i. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
- ii. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

c. VENDORS

- i. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- ii. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or.
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-paragraphs 4. or 6.; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- iii. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. OWNERS, LESSEES OR CONTRACTORS

i. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part”, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

ii. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Bodily injury” or “property damage” occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

- (1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract, written agreement, or permit that is:
 - (a) currently in effect or becoming effective during the term of this policy; and
 - (b) executed prior to the “bodily injury”, “property damage”, “personal and advertising injury”.
- (2) This insurance provided to the additional insured by this endorsement applies as follows:
 - (a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - (b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Reviewed and approved as to insurance language
and/or requirements

Wendy M. Jay
Risk Management
9-12-16

- (3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
- (a) This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.
 - (b) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- (4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

10. EXTENDED DEFINITION OF "BODILY INJURY"

The definition of "bodily injury" in **SECTION V – DEFINITIONS** paragraph 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

11. EXTENDED DEFINITION OF "PERSONAL AND ADVERTISING INJURY"

The definition of "personal and advertising injury" in **SECTION V – DEFINITIONS** paragraph 14. is amended to include the additional offense of abuse of process.

Reviewed and approved as to insurance language
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Heidi M. Jay
Risk Management
9-12-16