

MEETING DATE:

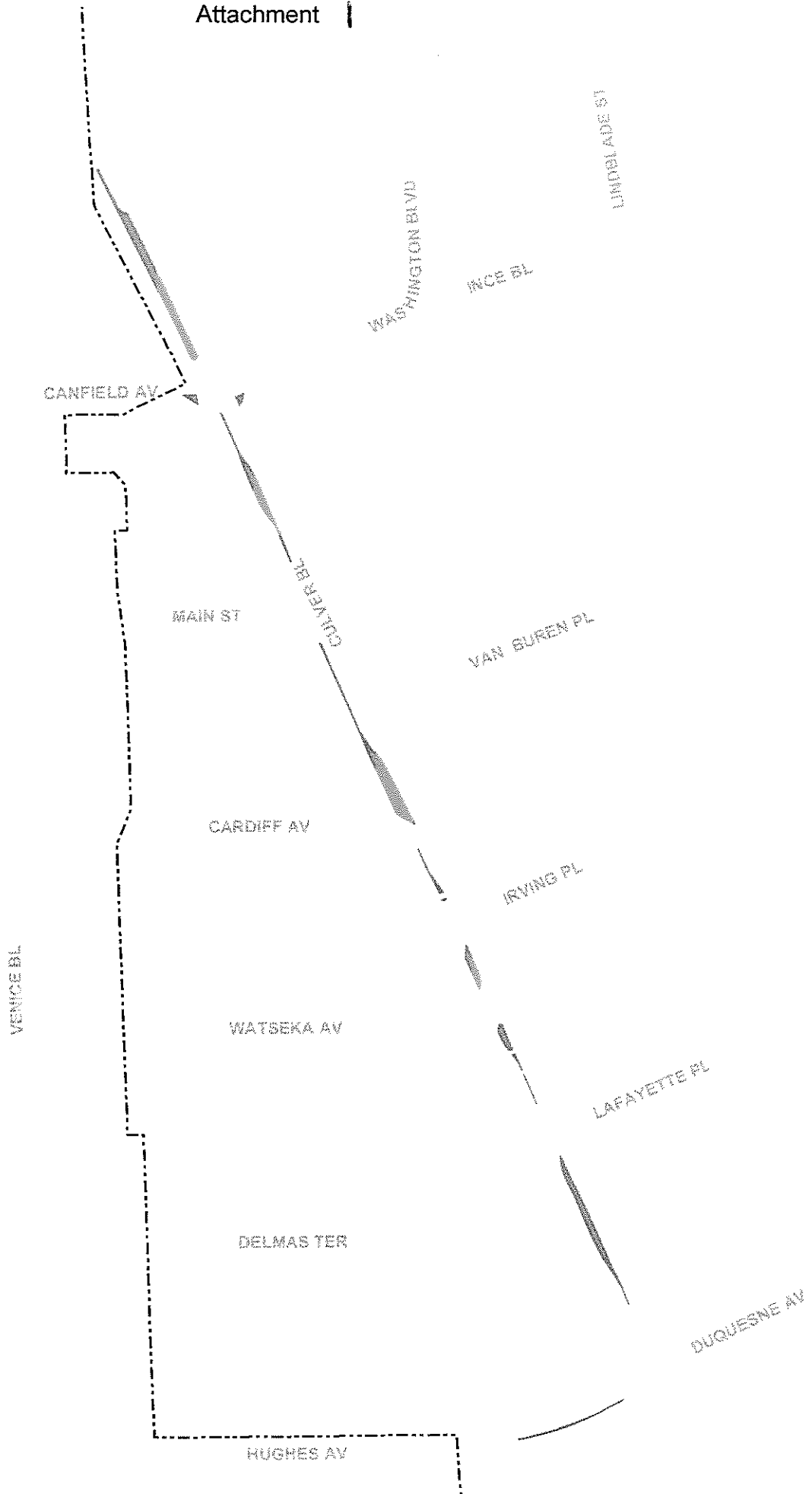
4/07/2008

AGENDA ITEM:

Consideration of a Fee Waiver Request by the Culver City Exchange Club for the Fifth Annual Culver City Car Show; 2) Approval of a License Agreement for the Car Show; and 3) Consideration of Designation of the Fifth Annual Culver City Car Show as a City-Sponsored Event.

ATTACHMENTS

	<u>Pages</u>
1. Realignment of Washington Boulevard Map	1
2. 2007 License Agreement with the Exchange Club	2-6



LICENSE AGREEMENT

WITH: CULVER CITY EXCHANGE CLUB

FOR: CLOSURE OF SEVERAL STREETS IN THE DOWNTOWN AREA

The CITY OF CULVER CITY, hereinafter "City," hereby grants a license to the CULVER CITY EXCHANGE CLUB, a California non-profit corporation, hereinafter "Licensee", for permission to close and use certain streets to public vehicular vehicles for a car show. The area to be closed and used by Licensee is illustrated on Exhibit A and, hereinafter, referred to as the "Premises." This license shall be subject to all the following terms and conditions:

1. USE OF THE PREMISES AND TERM: Licensee may use the Premises only for the set up, operation and break down of the George Barris Car Show (the "Car Show") on May 12, 2007 from 5:00 a.m. through 5:00 p.m., provided that Licensee shall not begin set up until all street closures have been installed. The Car Show shall include and be limited to:
 - Full closure of the streets shown on Exhibit A;
 - Partial closure of the streets shown on Exhibit A;
 - Use of the Armory Building parking lot for early morning staging and all day Parking of trailers used to transport the classic automobiles being displayed;
 - Use of Veteran's Auditorium parking areas along Culver Boulevard for early morning staging area overflow; provided, that such use shall be terminated no later than 9:00 a.m.
 - Display of classic automobiles on the vehicular rights-of-way portions of the Premises;
 - Operation of booths for vendors of food, retail and other items not in competition with the existing business in the Downtown area

In addition, Licensee shall be permitted to use the following City equipment (the "Equipment") for the Car Show during the term of this License:

- _____ pedestrian trash cans [waiting for confirmation from Damian]
- 12 radios from the Parks, Recreation and Community Services Department;
- 1 GEM cars from the Parks, Recreation and Community Services Department
- 16 eight-foot tables from the Parks, Recreation and Community Services Department
- 26 chairs from the Parks, Recreation and Community Services Department
- 4 drink containers from the Parks, Recreation and Community Services Department
- 4 cash boxes from the Parks, Recreation and Community Services Department

- 1 podium from the Parks, Recreation and Community Services Department
- Street barricades as required by City.

In exchange for City's permission to use the Equipment, Licensee shall provide City with use of three (3) booth spaces and one (1) vehicle display space during the Car Show for purposes deemed appropriate by City. In addition, Licensee shall provide advertising for related City events occurring on the day of the Car Show, at no cost to City.

2. REPAIR OF PROPERTY AND EQUIPMENT: Licensee shall repair or replace, to the reasonable satisfaction of the Public Works Director/City Engineer, broken or damaged City owned or operated real or personal property or public right-of-way caused, directly or indirectly, by Licensee's activities related to the Car Show ("Damage").
3. ADHERENCE TO CITY REQUIREMENTS: During all times Licensee uses the Premises, Licensee shall comply with all the following:
 - a. The conditions of approval granted by City's Committee on Permits and Licenses at its meeting of March 28, 2007 and reflected in the approved minutes therefore and the permit issued by the Committee (collectively, attached hereto as Exhibit B);
 - b. Licensee shall notify both public and private emergency paramedic services that report to Brotman of the routing of vehicles;
 - c. All requirements of City, including, but not limited to, Fire, Police, Public Works, Parks, Recreation and Community Services, Community Development and Transportation Departments;
 - d. Signage (other than that described in e. and f., below) shall be limited only for the purposes listed below and only as specifically approved, in writing, by the City Manager or his/her designee:
 - 1) Safety and general information about the Car Show while the Car Show is open;
 - 2) Street closures;
 - 3) Directional signage for staging areas and visitor parking; and
 - 4) Various locations in various places for toilet facilities, the opportunity drawing tent, T-shirts sales, vendor sign on vendor tents, only one sponsorship banner over main stage, sponsorship signs on security fencing.
 - e. At Licensee's sole cost and expense, changeable message signs shall be placed in various locations (as determined by the City's Traffic Engineering Manager);
 - f. Two (2) days prior to the Car Show, Licensee shall ensure "Parking for Residents

Only" signs are properly and temporarily installed in the adjacent residential neighborhoods along Van Buren, Irving and Lafayette (the "Adjacent Residential Areas");

- g. Licensee shall ensure residents in the Adjacent Residential Areas are provided temporary parking passes for exemption to the no parking signs posted pursuant to d., above;
 - h. Due to a performance occurring at the Kirk Douglas Theatre (the "Theatre") on the day of the Car Show, Licensee shall: 1) ensure that no Car Show vehicles are parked on either side of Culver or Washington Boulevards, next to the Theatre; 2) place a volunteer at the Culver City City Hall parking garage to ensure that only Theatre ticket holders and City employees have access to the parking garage; and 3) coordinate with City staff (Police and Traffic Engineering) a plan for departure of Car Show vehicles located near the Theatre to minimize noise levels.
4. **CONDITION OF PREMISES UPON END OF TERM OF LICENSE:** Upon the end to the term of this License, Licensee shall remove all trash and debris, and leave the Premises in the same condition in which the Premises were found upon commencement of Licensee's use of the Premises.
5. **INSURANCE:** Without limiting any other obligation set forth in this Agreement, Licensee, prior to use of the Premises, shall provide City with a Certificate of Insurance in the amount of Two Million Dollars (\$2,000,000) for General Liability (the "Policy"). That amount may be provided by two separate One Million Dollar (\$1,000,000) policies. The Policy(ies) shall provide, or be endorsed, with an endorsement approved by the City Attorney's Office, which shows City and its officers and employees are additional insureds under the Policy, the Policy is primary, the Policy has a severability provision and any other City-policy is non-contributing.
6. **INDEMNIFICATION:** By and on behalf of Licensee in consideration of the request for and the granting of this License, it is hereby agreed Licensee shall and does hereby indemnify, hold harmless and defend City and each of its officers, employees and representatives ("Indemnitees") from any and all liability claims, damages, judgments, demands, including attorney fees and court costs, whatsoever, which may arise against any or all Indemnitees by reason of any real or personal property damage, personal injury or death arising or resulting directly or indirectly from Licensee's activities related to the Car Show.
7. **GOVERNING LAW:** The terms of this License shall be interpreted according to the laws of the State of California. If litigation occurs, then venue shall be in the Superior Court of Los Angeles County.

8. LITIGATION FEES: If litigation arises out of this License for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule, but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
9. TRANSFERABILITY AND ASSIGNABILITY: This License is neither transferable nor assignable by Licensee.
10. NOTICES: All notices given or required to be given pursuant to this License shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:
- To City: Susan Evans, Community Development Director
City of Culver City
9770 Culver Boulevard
Culver City, California 90232-0507
- To Licensee: Culver City exchange Club
Attention: Don Chandler, President
P.O. Box 212
Culver City, CA 90232
11. ENTIRE AGREEMENT: This License constitutes the entire agreement of the parties hereto relating to the Premises and Car Show and shall supersede prospectively from the date it is entered into any and all prior written or oral negotiations or agreements of the parties relating to the premises. This License shall not be modified in any particular manner except by a written amendment duly executed by the parties.

Date: 05/04/07

CULVER CITY EXCHANGE CLUB

By: Don Chandler

Don Chandler
President

(Signatures continued on page 5)

(Signatures continued from page 4)

CITY:

Date: _____

By: _____
Jerry Fulwood
City Manager

APPROVED AS TO FINANCING:

APPROVED AS TO CONTENT:

Marlee Change
City Controller

Todd Tipton,
Interim Community Development Director

APPROVED AS TO FORM:

APPROVED AS TO TAX CERTIFICATE:

Carol A. Schwab
City Attorney

Crystal Alexander
City Treasurer

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