

MEETING DATE:

11/03/08

AGENDA ITEM:

Consideration of Authorization for Staff to License Short Term (i.e. <90 Days) uses on vacant Agency Owned Property.

ATTACHMENTS

	<u>Pages</u>
1. Standard Form License Agreement	1-3

CULVER CITY REDEVELOPMENT AGENCY
STANDARD FORM LICENSE AGREEMENT

WITH: **(NAME OF COMPANY).**

FOR: **(Location or Address)**

The CULVER CITY REDEVELOPMENT AGENCY, hereinafter "Agency" hereby grants a License to **(Name of Company)** A California Corporation, hereinafter "Licensee", for the use of Agency real property located at **(Insert location or address)**, hereinafter "the Premises", subject to the following terms and conditions:

1. USE OF THE PREMISES: Licensee may use the premises for:

(Insert description).
2. DEPOSIT: Licensee shall deposit with Agency a deposit in the amount of \$1,000 (\$1,000.00) as security which shall be applied by Agency to repair or replace any broken or damaged property, pay third party expenses incurred on behalf of Agency as a result of Licensee's actions, or to compensate Agency for time expended responding to complaints or needs arising from Licensee's activities related to this Agreement.
 - a. FEE: Licensee shall pay to Agency by **(Insert Date)** a license fee as follows equal to \$500 per week or any part thereof, per acre. The fee shall be adjusted by rounding to the nearest half acre.
3. CITY REQUIREMENTS: Licensee shall comply with all requirements of the City of Culver City (hereinafter "City"), including Planning, Engineering, Building and Safety, and Sanitation Division's approvals and permits for the proposed use.
4. EFFECTIVE DATE OF LICENSE: This License shall be effective **(Insert date)**, and expire on **(Insert Date)**.
5. CONDITION OF PREMISES UPON VACATION: Upon vacation of the Premises, 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, pursuant to this Agreement.
6. INSURANCE: Without limiting any other obligation set forth in this Agreement, Licensee, prior to use of the Premises, shall provide Agency with a Certificate of Insurance in the amount of \$1,000,000 (One Million Dollars) of General Liability and an executed Special Endorsement using the attached form naming the Agency, the City, and their officers and employees as additional insureds.
7. INDEMNIFICATION: By and on behalf of the Licensee, in consideration of the request for and the granting of this License, it is hereby agreed that the Licensee shall and does hereby indemnify, hold harmless, defend, release and forever

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discharge Agency, the City, and each of their officers, employees and representatives from any and all liability claims, damages, judgments, demands, including attorney fees and court costs, whatsoever, which the Licensee, any persons acting on Licensee's behalf, or any third person(s) have or may have against Agency, the City or any of their officers, employees or representatives by reason of any real or personal property damage, personal injury or death arising or resulting directly or indirectly from Licensee's use of this License. In addition and for the same consideration, by and on behalf of the Licensee it is hereby agreed the Licensee shall, and hereby does indemnify, hold harmless and defend Agency, the City and each of their officers, employees and representatives for any and all claims, judgments, demands and liability, including attorney fees and medical, court and appeals board and any other costs related to any worker's compensation claim, benefits or liability resulting from any injury to any off-duty police, fire or other Agency or City personnel arising or resulting directly or indirectly from any activity related to this License.

8. GOVERNING LAW: The terms of this License shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County. Licensee shall not violate any laws of the City of Culver City and specifically, but without limitation, Licensee shall also comply with all noise regulations of the Culver City Municipal Code.
9. LITIGATION FEES: Should litigation arise out of this License or the performance thereof, 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.
10. TRANSFERABILITY AND ASSIGNABILITY: This License is neither transferable nor assignable by Licensee.
11. 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 Agency: Todd Tipton, Redevelopment Administrator
 Culver City Redevelopment Agency
 9770 Culver Boulevard
 Post Office Box 507
 Culver City, California 90232-0507

To Licensee: Attn: Name
 Company
 Address
 City, State and Zip Code

12. TERMINATION: Agency may terminate this License in its sole discretion, upon 24 hours notice to Licensee.

13. ENTIRE AGREEMENT: This License constitutes the entire agreement of the parties hereto relating to the Premises 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.

LICENSEE:

DATE: _____

BY: _____
(Insert Name, Title)

AGENCY:

DATE: _____

BY: _____
Sol Blumenfeld
Assistant Executive Director