

MEETING DATE: **2.23.15**

AGENDA ITEM: Consideration of a request from Sony Pictures Entertainment to utilize 150 parking spaces in the Ince Parking Structure located at 9099 Washington Boulevard.

ATTACHMENTS

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1. Sony Pictures Entertainment request to extend the Agreement	1
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ATTACHMENT 1

10202 West Washington Boulevard
Culver City, California 90232-3195

Tel: +1 310 244 2187 Fax: +1 310 244 2467

January 13, 2015

Sol Blumenfeld
Community Development Director
City of Culver City
9770 Culver Blvd.
Culver City, CA 90230

Dear Mr. Blumenfeld,

In December 2010, Sony Pictures entered into a license agreement with the City of Culver City Redevelopment Agency (CCRA), now the Successor Agency to the CCRA, for the use of 250 parking spaces in the Ince parking structure at 9099 Washington Blvd. The agreement went into effect January 1, 2011 for one year, with three, one-year extension options. Sony Pictures elected to exercise the three, one-year options which ultimately expired on December 31, 2014. In 2014, Sony Pictures also released 100 spaces back to the Successor Agency, revising the monthly occupancy to 150 spaces.

Sony would like to enter into a new license agreement for 150 parking spaces in the Ince structure under the same terms as originally agreed upon in the 2011 license agreement, including the provisions of the license itself, the terms/days/hours, payment of fees and deposits (\$60 per month per space plus \$6 per new key card), and sections related to liability, default, termination, conditions and indemnification/hold harmless. The desired term would be for one year effective January 1, 2015 with two, one-year options.

In addition, Sony appreciates the City Manager's and your administrative approval to extend the terms of the previous agreement for 60 days through February 28, 2015.

Thank you for considering this request. I'll look forward to your response and hope that we can work out an agreement that would be advantageous for the City and for Sony.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristin Cavanaugh', with a long, sweeping horizontal line extending to the right.

Kristin Cavanaugh
Executive Director, Government Affairs & Studio Relations

Cc: Todd Tipton, Economic Development Manager, City of Culver City
Heather Baker, Assistant City Attorney, City of Culver City
Keith Weaver, EVP, WW Government Affairs, Sony Pictures



AUTOMOBILE PARKING LICENSE AGREEMENT

This Automobile Parking License Agreement ("License"), for non-exclusive use of one hundred and fifty (150) parking spaces, is by and between THE CITY OF CULVER CITY ("City"), a California Municipal Corporation and the Successor Agency to the Culver City Redevelopment Agency ("Successor Agency"), a public body corporate and politic (collectively, "Licensors"), whose address is 9770 Culver Boulevard, Culver City, California 90232-0507, and Sony Pictures Entertainment Inc., whose address is 10202 W. Washington Blvd., Culver City, CA 90232. ("Licensee").

- 1) **LICENSE.** Licensee may use and occupy up to one hundred and fifty (150) parking spaces ("Parking Spaces") per month in the "Ince Parking Facility," located at 9099 Washington Boulevard, Culver City, California, 90232, during the Term stated below for the following express purpose: non-exclusive use of Parking Spaces for normal passenger vehicles only, including light weight pickup trucks. By execution of this License, Licensee acknowledges receipt of one hundred and fifty (150) key cards ("Key Cards"), which shall be used by Licensee's guests, agents, employees, or invitees to access the Parking Spaces. Parkers without Key Cards shall be required to pay the posted daily rate for parking. In the event that Licensee requests more than one hundred and fifty (150) Key Cards for any given month in the Term, additional Key Cards may be provided by City, subject to all terms and conditions of this License, if additional space is available at the Ince Parking Facility, as determined by the City in its sole and absolute discretion.
- 2) **TERMS/DAYS/HOURS.** This License shall be for the following term ("Term"): through December 31, 2015, subject to two (2) annual extensions if mutually agreed upon, in writing, by Licensee and Licensors no later than thirty (30) days prior to the expiration of the Term or any mutually agreed upon annual extensions, unless sooner terminated in accordance with the terms of this License. The hours of this License shall be seven (7) days per week, from 7:00 a.m. to close of the Ince Parking Facility, with after-hours accessibility via Key Card from Culver Boulevard.
- 3) **PAYMENT OF FEES AND DEPOSITS.** The parking fee shall be \$60 per month per Parking Space ("Month Parking Fee"), but may be subject to change as determined by Licensors. The rate for late payment of the Monthly Parking Fee shall be \$5.00 per Key Card. The Monthly Parking Fee shall be paid in advance by Licensee to City, by cash or cashier's check, on the first day of each month. Parking in non-authorized locations within the Ince Parking Facility shall entail a \$5.00 fee per unauthorized vehicle and potential vehicle citation. Returned checks shall entail a \$25.00 fee. A one-time fee of \$6.00 per Key Card shall be charged at the time of issuance. Key Cards shall remain the property of Licensee. Lost Key Cards shall not be reissued or exchanged with another party other than an employee of Licensee without the express written authorization of Licensors.
- 4) **LIABILITY.** By execution of this Agreement, Licensee, on behalf of itself, and any persons or entities that exercise any rights under this License, acknowledges, understands and

agrees that no bailment is created by this License. Neither City nor Successor Agency ("City") assume any liability for any damages to person or property arising out of this License. Articles left in vehicles are at the vehicle owner's risk. Licensee understands and expressly agrees that Licensors are not responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft, or any other cause, nor for loss, damage or injury by or to other persons within or without of the Ince Parking Facility or any other individual personal injury of any nature. Licensee expressly acknowledges that Licensors shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the Ince Parking Facility or area or to protect individuals using the Ince Parking Facility, or vehicles or property in or around the Ince Parking Facility, from criminal activities.

- 5) **DEFAULT.** An event of default shall be deemed to occur should any of the following events happen:
 - a. Failure of Licensee to timely pay the any fees or deposits required by this License.
 - b. If Licensee, or any of Licensee's guests, agents, employees, invitees (hereinafter collectively referenced as "Licensee"), causes damage to any persons or personal or real property in the Ince Parking Facility.
 - c. Failure of Licensee to obey posted rules of Licensors concerning matters of security, safety, or preservation of Licensors' facilities.
 - d. Failure of Licensee to comply with the terms of this License.
- 6) **TERMINATION.** This License may be terminated at any time by either Licensors or Licensee without cause, with thirty (30) day's written notice. On termination of the License by Licensee, deposits for any returned Key Cards and any refund of advance payment of Parking Fees shall be refunded to Licensee within thirty (30) days of termination, on a pro rata basis, after deducting any amounts owed to Licensors by Licensee under this License. Any unpaid deposits or fees owed by Licensee to Licensors shall be paid to Licensors within thirty (30) days of termination. In the event of default, the Licensors shall notify the Licensee in writing, and Licensors may terminate this License immediately upon notice to said Licensee, without penalty or liability to Licensors, and Licensors may retain all Parking Fees previously paid.
- 7) **CONDITIONS.**
 - a. Licensee shall park all vehicles on level four (4) or above of the Ince Parking Facility unless parking spaces on those levels are unavailable or Licensors direct otherwise.

- b. No parkers will be able to exit the Ince Parking Facility without payment unless they use an authorized Key Card.
- c. Licensors reserve the right to post temporary restrictions to parking for purposes of facility cleaning or maintenance. If such temporary restrictions impede Licensee's ability to park on authorized parking levels, then Licensee may park on levels where parking is available.
- d. This License cannot be assigned or transferred.
- e. The parties agree that Licensors shall have the right, without further notice to Licensee, to have towed any vehicle that is parked in violation of this License or posted rules or regulations.
- f. If Licensors are required to file suit to collect any amount owed to Licensors under this License, Licensors shall be entitled to collect reasonable attorney's fees for prosecution of that suit.
- g. Any notice under this License shall be given in writing through certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. For purposes herein, Notice to the Licensors shall be at:

Attention: Todd Tipton,
9770 Culver Boulevard,
City of Culver City, California 90232-0507
Phone: (310) 253-5783
Fax: (310) 253-5779

Notice to the Licensee shall be at:

Attention: Kristin Cavanaugh
10202 W. Washington Boulevard,
Culver City, CA 90232
Phone: (310) 244-5368
Fax: (310) 244-0099

- 8) INDEMNIFICATION AND HOLD HARMLESS. Licensee agrees to indemnify, defend, protect and hold City, Successor Agency and each of their respective officers, boards, officials, employees, attorneys, agents, insurers, and tenants (each an "Indemnatee" and collectively "Indemnitees") free and harmless from any and all loss, liability, claims, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from the exercise of the License and/or right of entry granted under this License, except to the extent that such loss, liability, claims, damages and expenses

were in part contributed to an Indemnitee's breach of this License or the active negligence and/or the willful misconduct of Indemnitees.

The individuals executing this License on behalf of each party hereby represent and warrant that they are authorized to execute this License on behalf of said party and that each party has taken all actions required by law to approve the execution of this License.

LICENSORS:

THE CITY OF CULVER CITY, a California municipal corporation

By: _____

Its: _____

THE SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public body corporate and politic

By: _____

Its: _____

Licensee acknowledges that he, she, or by its agent, has read and understands the terms and conditions of this License and agrees and accepts all terms and conditions herein.

LICENSEE: SONY PICTURES ENTERTAINMENT INC., a Delaware Corporation

By: _____

Its: _____