

PARKING LICENSE AGREEMENT

This Parking License Agreement ("**Agreement**") is made as of _____, 2019 ("**Effective Date**") by and between the ISLA VISTA RECREATION AND PARK DISTRICT, a California special district ("**Owner**"), and the ISLA VISTA COMMUNITY SERVICES DISTRICT, a California special district ("**Licensee**"). Owner and Licensee are at times referred to herein individually as "Party" and collectively as "Parties."

RECITALS:

- A. Owner owns that certain real property located at Embarcadero del Mar, in the County of Santa Barbara, State of California ("**Property**").
- B. Licensee operates the Isla Vista Community Center ("**Center**"), adjacent to the Property, at which the Licensee conducts and will conduct a variety of community events.
- C. Licensee has requested the right to use that certain portion of the Property consisting of a parking lot ("**Parking Area**"), which is depicted in the attached Exhibit A.
- D. Owner recognizes that the Center's operation and the events held there are beneficial to the Isla Vista community as a whole, overlapping the constituencies of both special districts and furthers the purpose of the Owner.
- E. For good and valuable consideration, receipt of which is acknowledged hereby, Owner is willing to permit Licensee to use the Parking Area pursuant to the terms and conditions set forth in this Agreement, and in recognition of the mutually beneficial work performed at the Center.

AGREEMENT:

- 1. Grant of License.** Owner grants to Licensee a license ("**License**") to use the Parking Area for the permitted uses specified in Section 2 during the Term. Licensee shall have no right to use any other portion of the Property unless otherwise stated in writing by Owner.
- 2. Uses.** Licensee shall have the right to use the Parking Area solely for passenger vehicle parking for the Center, including for Licensee's employers and members of the public. The Parking Area shall not be used by Licensee or any person claiming any rights under the Agreement for parking between the hours of midnight and 5 AM ("**Overnight Parking**").
- 3. Term.** The term of this Agreement ("**Term**") shall commence as of the Effective Date and shall automatically terminate at 11:59 PM on August 29, 2020, unless terminated earlier pursuant to Section 11, or otherwise extended in writing by the Parties.
- 4. Security.** Owner shall have no obligation to provide security (including, but not limited to, lighting) for the Parking Area, but may elect to provide security for its own benefit. Any security for the Parking Area shall be the sole responsibility of Licensee at Licensee's sole cost and expense.

5. Owner Obligations.

- 5.1. Owner shall provide the Parking Area fully paved and striped on the Effective Date.
- 5.2. Owner shall provide a gate to regulate access to the Parking Area. Owner is not obligated to provide any other security system or lighting for the Parking Area.

6. Licensee Obligations.

- 6.1. **Limit Use.** Licensee shall ensure that the Parking Area is used only for Center events, and that the Parking Area is not used for Overnight Parking. Owner may utilize the Parking Area at any time and in any manner consistent with this Agreement.
- 6.2. **No Alterations.** Licensee shall not make any alterations in or to the Parking Area without the prior written consent of Owner.
- 6.3. **Damage and Maintenance.** During the Term, the Parking Area shall be kept, at the sole cost and responsibility of Licensee, in good condition. Licensee shall be responsible for all maintenance obligations for the Parking Area including, but not limited to, repaving and restriping the Parking Area. Licensee shall repair any damage to the Parking Area arising from or in any way related to Licensee's use of the Parking Area..
- 6.4. **No Nuisance or Waste.** Licensee shall not commit, suffer, or permit any nuisance or waste, or environmental waste, damage, or destruction to occur in or about the Parking Area and shall not permit the use of the Parking Area for any illegal purpose. Licensee further agrees to comply with all State and federal laws and local ordinances concerning the Parking Area and the use of the Parking Area. During the Term Licensee shall comply with all federal, state, and local laws, regulations, and ordinances and the terms of this Agreement.
- 6.5. **No Repair on Vehicles.** Licensee shall not permit any vehicle to be subject to repair and/or maintenance in the Parking Area.
- 6.6. **Towing.** Licensee shall be responsible for towing any vehicles which are parked in the Parking Area without Licensee's consent or authorization or in violation of any terms of this Agreement.

7. Owner's Right to Inspect. Owner, through its employees or agents, shall have the right to enter upon the Parking Area at any time during the Term of this Agreement for the purpose of inspecting the same and making such repairs as Owner may deem desirable.

8. Assignment and Subletting. Licensee may not assign its rights under this Agreement in whole or in part, nor sublet the Parking Area or any portion of the Parking Area to any party without the prior written consent of Owner.

9. Indemnification. Licensee shall defend, indemnify and hold harmless Owner and its successors, assigns, agents, representatives, tenants, and employees against any and all loss, liability, damage, or expense, including reasonable attorneys' fees, (i) arising as a result of

Licensee's breach of any of its representations, warranties and/or agreements set forth herein; and (ii) for personal injury, death or property damage arising out of or in connection with the intentional, willful, reckless, or negligent conduct of Licensee, its agents, employees, guests or invitees regarding use of the Property. Owner shall defend, indemnify and hold harmless Licensee and its successors, assigns, agents, representatives, tenants, and employees against any and all loss liability, damage, expense, including reasonable attorney's fees for personal injury, death or property damage directly related to the gross negligence or willful misconduct of Owner, its agents, employees, guests or invitees. The provisions of the Section shall survive the termination of this Agreement.

10. Insurance. Licensee shall obtain and maintain during the Term hereof all general liability, premises liability, professional liability, and/or other insurance usual or necessary for covering any and all damages that may result during the use of the Parking Area. Without limiting the generality of the foregoing, Licensee shall maintain, at minimum, commercial general liability insurance coverage in an amount equal to or greater than \$3,000,000 per occurrence combined single limit, which shall provide coverage for bodily injury, property damage, personal injury, advertising injury and contractual liabilities. The monetary limits such insurance policy shall not be construed to limit the liability of Licensee.

11. Covenants Against Discrimination. Licensee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

12. Termination. This License may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be effective thirty (30) days after such notice is received. Notwithstanding the foregoing, Owner may terminate the License upon Licensee's breach of any material term of this License; provided that Owner shall first deliver written notice to Licensee describing the breach and Licensee shall have the opportunity to cure such breach within ten (10) days of Owner's delivery of such written notice, or if such cure reasonably requires more than ten (10) days, Licensee shall have commenced such cure within such (10) days and diligently pursue said cure through completion." ~~The License may also be revoked by Owner immediately, and without written notice, upon Licensee's breach of any of its obligations hereunder.~~

13. Duties upon Termination. Upon termination of this Agreement, Licensee, at its sole expense, shall be solely responsible to perform the following:

- a. Licensee shall clean, repair and restore the Parking Area to a condition similar to that existing prior to the Effective Date.
- b. Remove all personal property on the Parking Area including, but not limited to, removal of all vehicles.

Should Licensee fail to vacate the Parking Area in a clean and undamaged condition and remove all personal property, Owner may arrange for the cleaning and/or repair of the Parking Area and the removal of personal property, the cost of which will be immediately reimbursed by Licensee.

The Parties' obligations under Section 9 (and all general provision of this Agreement) shall

survive termination of this Agreement.

14. Notices. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified, and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. A party's address may be changed by written notice to the other party.

To Licensee: Isla Vista Community Service District
70 Embarcadero del Mar, Suite 101
Goleta, CA 93117
Attn: General Manager

With a Copy to: Aleshire & Wynder, LLP
3880 Lemon Street
Suite 520
Riverside, CA 92501
Attn: G. Ross Trindle, III

To Owner: Isla Vista Recreation and Park District
961 Embarcadero del Mar
Santa Barbara, CA 93117
Attn: General Manager

With a Copy to: Mullen & Henzell, L.L.P.
112 East Victoria Street
Santa Barbara, CA 93101
Attn : Graham M. Lyons

15. GENERAL PROVISIONS.

15.1. Attorneys' Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

15.2. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California with regard to conflicts of laws principles or rules. Any legal action to interpret or enforce any term or conditions of this Agreement shall be brought in the Superior Court of California or the County of Santa Barbara.

- 15.3. No Waiver.** No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.
- 15.4. Modifications and Amendment.** In order to be effective, any modification or amendment of this Agreement shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of both parties.
- 15.5. Severability.** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 15.6. Final Agreement.** This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and all prior or contemporaneous agreements, understandings, representations and statements shall be of no force or effect.
- 15.7. Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- 15.8. Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.
- 15.9. Non-Liability of Officials or Employees.** No officer, official or employee of Owner shall be personally liable for any obligations under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

OWNER:

ISLA VISTA RECREATION AND PARK DISTRICT, a California special district

By: _____

Its: _____

Date: _____

LICENSEE:

ISLA VISTA COMMUNITY SERVICE DISTRICT, a California special district

By: _____
Spencer Brandt, Board President

_____, 2019

ATTEST:

Jonathan Abboud, General Manager

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: _____
G. Ross Trindle, III, District Counsel