

**LICENSE AGREEMENT  
BETWEEN  
CITY OF FULLERTON**

---

**AND  
FULLERTON CHAPTER 15, IZAAK WALTON LEAGUE OF AMERICA  
FOR  
IZAAK WALTON CABIN**

THIS LICENSE AGREEMENT (“Agreement,” License Agreement” or “License”) is entered into as of the 1st day of February 2025 (“Effective Date”), by and between the CITY OF FULLERTON, a municipal corporation (“City” or “Licensor”) and FULLERTON CHAPTER 15, IZAAK WALTON LEAGUE OF AMERICA, a California nonprofit public benefit corporation (“Licensee”).

WHEREAS, the City is the owner of that certain parcel of real property located at 1200 S. Harbor. Blvd., in the City of Fullerton, County of Orange, State of California, commonly known as Hillcrest Park (“Hillcrest Park”); and

WHEREAS, Hillcrest Park includes a facility that is approximately 3,200 square feet in size commonly known as the Izaak Walton Cabin (the “Cabin” or the “Premises or the “Licensed Premises”); and

WHEREAS, Licensee expressed an interest in the exclusive use of the Cabin as a meeting and event space; and

WHEREAS, the Parties desires to enter into this License Agreement for the purpose and activities described in Section 2.0 below, subject to all of the terms and conditions set forth herein; and

WHEREAS, no development or demolition will occur under authority of this License.

NOW, THEREFORE, in consideration of the promises and the respective and mutual Agreements contained herein, said parties hereby agree as follows:

**1.0 LICENSED PREMISES**

- A. Licensed Premises. City hereby agrees to license the Cabin which is more specifically depicted in Exhibit A, attached hereto, and incorporated herein.
- B. Acceptance of Premises. Licensee acknowledges that Licensee has inspected and accepts the Premises in its present condition, as is, where-is, and as suitable for, the Permitted Use defined in Section 2(A) of this License, and for Licensee’s intended operations at the Premises. Licensee further acknowledges that no representations as to the condition or repair of the Premises nor promises to alter, remodel or improve the Premises

have been made by City or any agents of City. If for any reason City cannot deliver possession of the Premises to Licensee within thirty (30) days of the execution of this License, City shall not be subject to any liability therefor, nor shall City be in default hereunder nor shall such failure affect the validity of this License, and Licensee agrees to accept possession of the Premises at such time as possession is provided, which date shall then be deemed the License Commencement Date.

- C. Use of Hillcrest Park. Licensee understands and agrees that this License does not grant any rights of use beyond those expressly stated herein and Licensee shall not use or allow the use of any portion of Hillcrest Park other than the Cabin for any programs or events for which Licensee would be required to obtain a permit without obtaining a permit from the City. Licensee acknowledges that Hillcrest Park is open to the general public and agrees that Licensee's use of the Premises shall not interfere with the general public's use of Hillcrest Park. To use any portion of Hillcrest Park other than the Cabin for an event, Licensee shall obtain a Parks & Recreation rental permit not less than thirty (30) days prior to the event. Licensee acknowledges and agrees that any use of Hillcrest Park by the City will take priority over use of such space for Licensee's events. Notwithstanding the foregoing, City agrees to waive hourly rental fees, and amplified music fees for Licensee's use of the picnic area located directly in front of the Cabin. Licensee agrees to pay all other event-related fees, including, but not limited to, custodial fee, security guard fee, and power washing fee.

## 2.0 USE OF PREMISES

- A. Permitted Use. Licensee is authorized to use the Premises to provide a meeting and event space for Licensee's organization, to operate a private event rental program, and for ancillary uses in connection therewith ("Permitted Use"). Licensee shall not use the Premises for any other purpose without City's prior written consent. Licensee shall not use the Premises or any portion thereof for any illegal or unlawful purposes and will not cause or permit a nuisance to be created or maintained therein.
- B. Conditions of Use. For and during the term of this License, and any extension thereof, Licensee's use of the Premises shall be subject to, and Licensee shall comply with and cause Licensee's employees, agents, invitees and guests to comply with, the following conditions, covenants and restrictions.
1. Except as otherwise provided in this License, the Premises shall be used only for the purposes specified in this Section 2.0, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of City.

2. Other than limited quantities of consumer-based chemicals and substances used in connection with Licensee's operations, Licensee shall not cause, permit or suffer any "hazardous material," "hazardous waste" or "hazardous chemicals", as those terms are used in CERCLA (42 U.S.C. § 9601(14)) or SARA (42 U.S.C. § 110211(e)) or any similar Federal, State, or local law, statute, ordinance, regulation or order, or otherwise determined by City, to be brought upon, left, used or abandoned on the Premises.
3. Except when licensing the Premises to third parties for private events or meetings, Licensee shall not use the Premises for any religious activities, including, but not limited to, religious services, religious programs or promoting any institution of religion.
4. Licensee shall not maintain, commit, or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code § 3479) on the Premises.
5. Licensee shall not erect, install, or maintain any sign or display upon or in front of the Premises or at Hillcrest Park without prior written approval from City, which approval shall not be unreasonably withheld. All signage shall comply with all applicable laws and zoning and site plan requirements.
6. If Licensee is licensing the Premises to third parties as authorized pursuant to Section 2.0(A) of this Agreement, Licensee shall charge such third parties in accordance with the City's approved Policy Statement, Rules, Regulations, and Fee Schedule Regulating the Use of Certain Parks and Recreation Facilities, All Parks, and All Athletic Play Fields ("Parks and Recreation Fee Schedule"). The current Policies and Fee Schedule is attached hereto as Exhibit B. City will promptly provide Licensee with a copy of the updated Policies and Fee Schedule following City Council approval each year that this License Agreement remains in effect. With City's written approval, Licensee may charge higher fees than those set forth in the Policies and Fee Schedule. Licensee may retain all fees collected. Notwithstanding the foregoing, Licensee may, at its discretion, permit non-profit community-oriented organizations, including, but not limited to, Scouting America programs, to utilize the Premises at no cost.
7. Licensee shall require any third party which utilizes the Premises to comply with the City's Policies and Fee Schedule.

8. Licensee shall be responsible for unlocking and/or locking park gates for events at the Cabin that occur outside of normal park hours.
9. On or before the first day of each month, Licensee shall provide to the Deputy Director of Parks and Recreation, or his/her designee, a schedule showing projected uses of the Premises for the upcoming month, including, but not limited to, Licensee's events and meetings and rentals by third parties. If Licensee modifies its projected schedule, it shall provide City with a copy of the modified schedule within seven (7) calendar days of the modification. Concurrent with submission of the monthly schedule, Licensee shall provide the Deputy Director of Parks and Recreation a report containing information regarding any issues encountered at the Premises, including, but not limited to, homeless, vandalism, and maintenance.

### 3.0 GRANT OF LICENSE

A. City grants to Licensee an exclusive, revokable license to enter upon and use the portion of City property depicted in Exhibit "A", for the uses described in Section 2 (A). The City expressly reserves to the City for itself all uses of the Licensed Premises that do not unreasonably conflict with the uses licensed pursuant to this Agreement.

B. No Grant of Property Interest or Creation of Irrevocable License. The rights granted under this License Agreement are solely license rights. The License granted under this Agreement is personal to Licensee, non-transferable and non-assignable, and terminable by agreement of the City and Licensee and terminable and revocable by the City in accordance with Section 6(A) of this Agreement. This Agreement conveys no real property interest or estate in the Licensed Premises, and nothing in this Agreement creates or may be construed to create property interests or estates, such as lease or easement rights, nor may any conduct of the City or the Licensee create or be construed to create such property interests or estates, or to create a license coupled with an interest or an irrevocable license, and the Licensee hereby waives, releases and disclaims on behalf of the Licensee and any successors and assigns of the Licensee any such interest in the Licensed Premises.

C. License Uses. While this Agreement is in effect, Licensee shall have the exclusive right to use Licensed Premises, solely and exclusively for the purposes described in Section 2(A).

D. Limitations on Licensed Uses. Licensee may not use and shall prohibit any of its agents or representatives from using, the Licensed Premises for uses other than the Licensed Uses as specified in Section 2(A).

### 4.0 LICENSE FEE

Licensee shall pay the City a license fee in the amount of One Dollar (\$1.00) per year ("Rent"). Payment of the license fee is due upon execution of this Agreement and on each anniversary of the License Commencement Date while this License Agreement remains in effect. City and Licensee agree Licensee may make a payment of Five Dollars (\$5.00) upon the execution of this License Agreement to pay for the entire license fee during the

Initial Term, as defined herein, or upon the commencement of any Extension Term, as defined herein, to pay for the entire license fee during such Extension Term.

#### 5.0 TERM: OPTION TO EXTEND TERM

- A. Term. The term of this License shall be for an initial period of five (5) years, commencing on February 1, 2025 (“License Commencement Date”) and ending on January 31, 2030 (“Initial Term”).
- B. Option to Extend Term. Upon mutual written agreement of City and Licensee, this License may be extended for two (2) five (5) year periods (each an “Extension Term”). The City Manager or the Deputy Director of Parks and Recreation are each expressly authorized to extend the term of this License on behalf of the City, provided that each such extension is in writing and is signed by the City Manager or Deputy Director of Parks and Recreation and the Licensee. This License and the Licensee’s rights hereunder may not be extended beyond the Initial Term unless such extension is set forth in writing and signed by both City and the Licensee.

#### 6.0 TERMINATION OF LICENSE; ABANDONMENT

- A. Grounds for Termination. This License may be terminated as follows:
  - 1. By City, with or without cause, or for any reason, including, but not limited to, if and when City determines that the public interest, health, safety or welfare require such termination, at any time, by giving Licensee one hundred eighty (180) days written notice of termination.
  - 2. By Licensee, at any time by giving written notice to the City at least one hundred eighty (180) days prior to said termination date.
  - 3. By City due to Licensee’s default in accordance with the provisions of Section 29.0 hereof.
  - 4. By City, upon sixty (60) days prior written notice to Lessee, if Licensee makes any assignment for the benefit of creditors or files any petition under the Bankruptcy Code of the United States or any state or has any such petition filed against it.
- B. Abandonment. If Licensee at any time abandons the use of the Premises, or any part thereof, or fails at any time for a continuous period of sixty (60) days to use the same for the purposes contemplated herein, then this License Agreement shall terminate, and in addition to any other rights or remedies, City shall immediately be entitled to exclusive possession, use and ownership of the portion so abandoned or discontinued, without the encumbrance of this License Agreement. City, at its option, may remove

any improvements remaining on the abandoned property, at Licensee's expense. Notwithstanding the foregoing, City and Licensee acknowledge that any government-mandated closure of the Premises will not be considered abandonment for purposes of this Section.

- C. City's Liability on Termination. Licensee hereby waives all damages or claims for damage that may be caused by any action of City in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives and releases any and all claims, demands, causes of action, whether known or unknown, fixed or contingent, against the City, its respective officers, employees, representatives, successors and assigns based upon, arising from, or relating to the termination of this License. By waiving and forever releasing claims both known and unknown, Licensee expressly waives any rights under California Civil Code § 1542, which provides:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

  
LESSEE INITIALS

## 7.0 UTILITIES

City shall pay all charges for all electricity, water, sewer, trash, and gas supplied to the Premises. Licensee shall be responsible for establishing and paying the charges for telephone and internet services at the Premises.

## 8.0 MAINTENANCE AND JANITORIAL SERVICES

- A. Licensee's Responsibilities. Licensee shall provide, at its own cost and expense, except as otherwise provided in this License or as otherwise directed by City: (1) all janitorial supplies and janitorial services to the Premises, including the supplying of restroom expendables and replacement of light bulbs and Light Emitting Diode (LED) lamps; (2) any and all necessary general repair and general maintenance to the Premises including walls, floors, doors, windows, plumbing and fixtures, lighting, and the Heating, Ventilation, Air Conditioning ("HVAC") system; (3) any and all necessary repair and maintenance of all equipment and personal property within the Premises; (4) rodent and pest control; (5) maintaining the Premises in a safe, clean, and sanitary condition and free of trash and debris in compliance with all applicable laws; and (6) the cleaning and



refinishing of interior surfaces and repair of all damage caused by Licensee's or its agents', employees', or invitees' use and/or misuse of the Premises.

- B. City's Responsibilities. City shall provide, at its sole cost and expense, except as otherwise provided in this License (including Licensee's general repair and maintenance obligations expressly set forth in Section 8.0(A)), any and all necessary capital repairs for the Premises, including, but not limited to, the repair, maintenance and replacement of the structural portions of the Premises and all Premises systems including the HVAC system, the plumbing, electrical and mechanical systems, security system, fire/life safety system, roof, windows, all exterior paint and flooring and paving. City, at its sole expense, agrees to replace the systems and items listed in this Section within the Cabin in accordance with the City's established replacement schedule. Notwithstanding the foregoing, Licensee shall reimburse City for costs incurred to repair or replace any system or item listed in the Section that requires repair or replacement due to Licensee's or Licensee's employees, agents or invitees acts or omissions.

## 9.0 ALTERATIONS AND IMPROVEMENTS

- A. Prior Consent for Improvements. Licensee shall not make any alteration of or improvement to the Premises without the prior written approval of City. In the event that Licensee desires to make any alteration, improvement, addition or utility installation in or about the Premises, Licensee shall present such request in writing to City, together with detailed plans of the proposed alteration or improvement; and Licensee shall not commence such alteration or improvement unless and until City has granted approval thereto in writing, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee shall ensure that its contractors work closely with the City in constructing any improvements to the Premises. Notwithstanding the foregoing, Licensee may install fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by Licensee. Any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon the Premises by Licensee shall be considered as personal property of Licensee, which shall have the right and obligation to remove same upon the expiration or termination of this License.
- B. License, Approvals and Permits. In the event that City grants written approval to any requested alteration of or improvement to the Premises, such approval shall be deemed conditioned upon Licensee acquiring all governmental licenses, approvals and permits required therefor, and such alteration or improvement shall be constructed in strict conformance with the plans approved therefor by City. Once approved by City, no changes or alterations shall be made to the plans without the prior written approval by City.

- C. Improvements at Licensee's Sole Cost and Expense. In the event that City grants written approval to any requested alteration of or improvement to the Premises, Licensee shall construct such alteration or improvement at Licensee's sole cost and expense.
- D. Conditions of City's Approval. City may impose any conditions it deems necessary or appropriate, in its reasonable discretion, in connection with the approval of any alterations or improvements requested by Licensee. City may also impose reasonable rules and regulations for contractors and subcontractors performing any approved alterations or improvements. Licensee shall cause all improvements to be accomplished in a first-class, good and workmanlike manner by qualified and licensed contractors and subcontractors.
- E. Compliance with Applicable Laws. Licensee shall comply with all applicable laws in connection with any alteration or improvement approved by City, including, but not limited to, California labor laws, including, but not limited to, prevailing wage laws.
- F. Contractor Indemnification and Insurance. Licensee shall require that any contractors and subcontractors that perform work at the Premises on Licensee's behalf indemnify, defend, and hold harmless the City, and its elected and appointed officials, officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation, arising out work performed at the Premises. Licensee shall further require that any contractors and subcontractors that perform work at the Premises on Licensee's behalf maintain the same level of general liability, automobile liability, and workers' compensation insurance policies as Licensee is required to maintain pursuant to this License. Licensee shall require that such contractors and subcontractors name the City of Fullerton and its officials, officers, employees, agents, and volunteers as additional insureds on their general liability policies.
- G. Ownership of Improvements. All alterations and improvements constructed or placed within the Premises by Licensee shall, upon the completion of construction, installation, or placement within the Premises, be free and clear of all liens, claims and liability for payment for labor and material. Unless otherwise agreed to in writing by the parties, such improvements shall be removed from the Premises by Licensee at the expiration or termination of this License and Licensee shall restore the applicable portion of the Premises to the condition that existed prior to the alterations or improvements being constructed at Licensee's sole cost and expense.



10.0 LICENSEE PROPERTY

All trade fixtures, inventory, telecommunications equipment, and all personal property placed in or about the Premises by, at the direction of or with the consent (express or implied) of the City, its employees, agents, licensees or invitees, shall be at the sole risk of the Licensee, and City shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of City’s negligence or willful misconduct.

11.0 GRAFFITI REMOVAL

- A. Initial Term and First Extension Term. City will be responsible for graffiti removal on the Premises during the Initial Term. Licensee shall promptly notify City of any graffiti on the Premises.
- B. Extension Terms. Licensee will be responsible for graffiti removal on the Premises during each Extension Term. Licensee shall remove any graffiti on the Premises within forty-eight (48) hours of observing such graffiti or being notified of same.

12.0 SEMI-ANNUAL INSPECTIONS

City may conduct semi-annual inspections of the Premises and perform any maintenance or repairs deemed appropriate or necessary following such inspections or may direct Licensee to perform any interior or exterior maintenance or repairs following such inspections if City determines, in its sole discretion, that such work is necessary to protect the Premises or to provide a clean, attractive, and well-maintained Premises. Licensee shall perform such maintenance and/or repairs within thirty (30) calendar days of receipt of notification from City of same; provided Licensee shall have such extended period as may be required beyond the thirty (30) days if the maintenance and/or repairs require more than thirty (30) days to complete and Licensee commences the maintenance/repairs within the thirty (30) day period and thereafter continuously and diligently pursues the maintenance and/or repairs to completion.

13.0 CITY’S RIGHT OF ENTRY AND ACCESS TO THE PREMISES

City shall have the right to enter the Premises at any time, with or without notice to Licensee, provided that City shall endeavor to provide reasonable notice prior to such entry. City and Licensee shall each have full access to the entire Premises.

14.0 SECURITY MEASURES

Licensee acknowledges that City makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises. Licensee further acknowledges that City shall have no obligation whatsoever to provide guard service or any other security measures. Licensee

expressly assumes all responsibility for the protection and security of the Premises, Licensee, Licensee's officers, employees, agents and invitees, and Lessee's property within the Premises from any and all acts of any third party.

## 15.0 INSURANCE

Licensee shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to the Premises which may arise from or in connection with the Licensee's operations, occupancy of and use of the Premises. Licensee shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this License Agreement.

Nothing in this Section shall be construed as limiting in any way, the indemnification obligations set forth in this License Agreement or the extent to which Licensee may be held responsible for payments of damages to persons or Premises.

### A. Minimum Scope and Limits of Insurance.

1. Commercial General Liability Insurance. Licensee shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 00 01 covering commercial general liability on an "occurrence" basis, including products, and completed operations, property damage, bodily injury and personal and advertising injury with a limit of not less than \$2,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this location (ISO CG 25 03 or 25 04), or the general aggregate limit shall be twice the required occurrence limit.
2. Workers' Compensation and Employers' Liability Insurance. If Licensee has employees, Licensee shall maintain workers' compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease.
3. Property Insurance. Licensee shall maintain Property Insurance against risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.
4. Host Liquor Liability. If Licensee will sell, serve or distribute alcoholic beverages on or from the Premises in connection with any event at the Premises, Licensee shall maintain a host liquor liability policy with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

If Licensee maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

1. Additional Insured Status

The City, its elected or appointed officials, officers, employees and volunteers are to be covered as additional insureds on the Commercial General Liability policy and the Host Liquor Liability policy with respect to liability arising out of Licensee's operation or the ownership, occupancy, maintenance or use of the licensed property, or work or operations performed by or on behalf of Licensee including materials, parts, or equipment furnished in connection with such operations. General liability coverage may be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10).

2. Primary Coverage

For any claims relating to this Agreement, Licensee's Commercial General Liability and Host Liquor Liability insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Licensee's insurance and shall not contribute with it.

3. Legal Liability Coverage

The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 *or equivalent*) with a limit equal to the replacement cost of the property which is the subject of this license.

4. Notice of Cancellation

Each insurance policy required by this Section shall provide that coverage shall not be canceled, except with written notice to the City.

5. Waiver of Subrogation

Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

6. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to City.

7. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

8. Verification of Coverage

Licensee shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the Commercial General Liability policy listing all policy endorsements to City before occupying the Premises. However, failure to submit the required documents prior to occupancy shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of any or all required insurance policies, including endorsements, at any time.

9. Special Risks or Circumstances

City reserves the right to modify these insurance requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

C. City's Right to Review Insurance Requirements. Licensee acknowledges and agrees that City may review the insurance requirements set forth herein every three

(3) years while this License Agreement is in the effect and may increase such requirements based on City's then-current requirements.

#### 16.0 LIMITATION OF LIABILITY

In no event will the licensee's liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise exceed the insurance limits provided in Section 15.

#### 17.0 INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, and its elected and appointed officials, officers, employees, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising out of Licensee's occupancy and/or use of the Premises and/or performance under this License Agreement, except for such loss or damage arising out of the sole active negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to an action, lawsuit, or other adversarial proceeding arising from Licensee's occupation and/or use of the Premises, Licensee shall provide a defense to the City Indemnitees or, at the City's option, reimburse the City Indemnitees for their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Licensee, its officers, employees, agents, volunteers or subcontractors, but shall be required whenever any claim, demand, suit, action or proceeding of any kind or nature asserts liability against the City Indemnitees, related to Licensee's occupancy and/or use of the Premises and/or performance of this License Agreement, whether or not Licensee, its officers, employees, agents, volunteers or subcontractors are specifically named or otherwise asserted to be liable.

#### 18.0 HAZARDOUS MATERIALS

As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or shall become regulated by any governmental entity, including without limitation, City acting in its governmental capacity, the State of California or the United States Government.

- A. Licensee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises, except as may be brought upon the Premises for the purposes set forth in Section 8.0(A) or otherwise permitted in this License or specifically authorized by City in writing. Any such authorization by City shall not alter or reduce Licensee's obligations under this Section, including but not limited to its duty to indemnify and defend City, for any contaminations which may occur as a result of Licensee's use of the authorized material.

- B. If Licensee breaches the obligations stated herein, or if contamination of the Premises by Hazardous Materials otherwise occurs for which Licensee is legally liable to City for damage resulting therefrom, then Licensee shall indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space in the Premises or portion of any building of which the Premises is a part, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert witness fees) which arise during or after the term as a result of such contamination.

This indemnification includes without limitation, costs incurred by City in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or legal governmental entity because of Hazardous Material being present in the soil or ground water or under the Premises. If contamination of the Premises by Hazardous Materials occurs for which Licensee is liable to City for damage resulting therefrom under this License, Licensee shall promptly take all actions at its sole cost and expense as are necessary to clean, remove and restore the Premises to its condition prior to the introduction of such Hazardous Material by Lessee, provided Licensee shall first have obtained City's approval and the approval of any necessary governmental entities.

- C. Pre-Existing Contamination or Contamination Caused by the City

City hereby agrees to indemnify, defend and hold Licensee harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, known or unknown, arising from any pre-existing soil contamination or other pre-existence of any Hazardous Material on the Premises prior to the date Licensee originally began to occupy the Premises or any Hazardous Materials brought upon the Premises by the City or any officials, officers, employees, and agents of the City at any time, including but not limited to any sums paid in settlement of claims, attorneys' fees, consultant fees and expert witness fees which arise during or after the License Agreement term and arising solely from such pre-existing contamination, if any.

#### 19.0 NO UNAUTHORIZED ASSIGNMENT, SUBLICENSING OR DELEGATION.

Except as expressly authorized by this Agreement, Licensee shall not assign this License or sublicense Licensee's rights under this Agreement or delegate any of Licensee's obligations under this Agreement without the prior written consent of an authorized representative of the City, and if necessary, execution of an amendment to this Agreement. Any attempted assignment, sublicensing or delegation without the City's prior



written consent shall be null and void and confer no right, title, or interest in or to this License Agreement, and shall be cause for immediate termination of this License Agreement. For the avoidance of doubt, the City acknowledges and agrees that (i) Licensee may rent the Premises to third parties for private events or meetings, as set forth in the Section 2.0(A), (ii) such use shall not constitute an assignment, sublicense or delegation of this License, and (iii) notwithstanding anything to the contrary in this Section or otherwise in this License, such use shall not require prior written consent of the City.

## 20.0 SURRENDER OF PREMISES

At the expiration or early termination of this License, Licensee shall surrender and deliver the Premises to City broom clean and in at least the same condition as when the same was delivered to Licensee, ordinary wear and tear excepted. Unless otherwise agreed to between City and Licensee, Licensee shall remove all personal property installed by Licensee, including those temporarily attached to the realty, provided all damage to the Premises resulting from the removal of such items is properly repaired. If said removal results in injury to or defacement of the Premises, Licensee shall promptly repair the Premises at its expense. If upon expiration or earlier termination of this License, or following demand by City for possession of the Premises, Licensee has not fulfilled its obligation with respect to repairs and cleanup of the Premises or any other Licensee obligations as set forth in this License, then City shall promptly notify Licensee of same and shall have the right to perform any such obligations as it deems necessary at Licensee's sole cost and expense, and any time required by City to complete such obligations shall be considered a period of holding over and the terms of this Section shall apply. The provisions of this Section shall survive any expiration or earlier termination of this License.

## 21.0 HOLDING OVER

In the event Licensee shall continue in possession of the Premises after the expiration or earlier termination of this License, such possession shall not be considered a renewal of this License and shall be governed by the conditions and covenants contained in this License. Licensee shall also indemnify, defend, and hold City harmless from any loss, liability, or cost, including consequential and incidental damages and reasonable attorneys' fees, incurred by City resulting from delay by Licensee in surrendering possession and use of the Premises, including, without limitation, any claims made by the succeeding licensee or tenant founded on such delay. Acceptance of license fees by City following expiration or earlier termination of this License or following demand by City for possession of the Premises, shall not constitute a renewal of this License, and nothing contained in this Section shall waive City's right of reentry or any other right.

## 22.0 DISPOSITION OF ABANDONED PROPERTY

If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more

days after such event shall at City's option, be deemed to have been abandoned and transferred to City. City shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or Licensee's employees, agents, or invitees, and City shall have no duty to account for such property. Licensee agrees to reimburse City for any and all costs associated with City transferring or disposing of Licensee's personal property pursuant to this Section.

#### 23.0 STATUTORY NOTICE REGARDING POSSESSORY INTEREST TAX

Licensee is advised that under California Revenue and Taxation Code Section 107.6, execution of this Agreement may create a possessory interest in Licensee subject to property taxation. Licensee understands that Licensee may be subject to the payment of property taxes levied on such possessory interest. If property taxes are levied due to a possessory interest, Licensee shall pay such taxes.

#### 24.0 LIENS

Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee shall further defend, indemnify and hold harmless the City and its elected and appointed officials, officers, employees, and agents from and against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

#### 25.0 DESTRUCTION OR DAMAGE TO PREMISES

##### A. Definitions.

1. "Partial Destruction" of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than twenty-five percent (25%) of the then replacement cost of the Premises, excluding the value of the land.
2. "Total Destruction" of the Premises shall mean damage or destruction to the Premises, for which the repair cost is twenty-five percent (25%) or more of the then replacement cost of the Premises, excluding the value of the land.

- B. Partial Destruction. In the event of a Partial Destruction of the Premises, City shall immediately pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed by City, at City's sole cost, within ninety (90) days of the occurrence of said Partial Destruction or within an extended time frame as may be mutually agreed. Licensee shall reimburse City for costs to repair

the Premises for damage or destruction caused by Licensee or Licensee's employees, agents or invitees. The Partial Destruction of the Premises shall in no way render this License null and void.

- C. Total Destruction. In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, this License shall terminate and be rendered null and void. Licensee shall reimburse City for costs to repair the Premises for damage or destruction caused by Licensee or Licensee's employees, agents or invitees.
- D. Alterations and Improvements; Licensee's Personal Property. In the event of any damage or destruction of the Premises, under no circumstances shall City be required to rebuild, repair or replace any part of any alterations or improvements which may have been placed on or about the Premises or paid for by Licensee, or to repair any injury or damage to, or make any repairs to or replacements of, Licensee's personal property.

## 26.0 SALE OF PREMISES BY CITY

City reserves the right to sell, transfer or otherwise dispose of the Premises, or any portion thereof, at any time, without consent of Licensee and without notice to Licensee. In the event of such sale, transfer or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred or disposed of, and Licensee shall release the City from the terms of this License and from any encumbrance which results from this License.

## 27.0 CONDEMNATION

If the Premises or any portion thereof is taken for any public or quasi-public purpose by any lawful government power or authority, or by exercise of the right of appropriation, condemnation or eminent domain, or is sold to prevent such taking, then this License shall terminate as of the date when possession is taken by the condemning authority and any license fee shall be paid to City as of said date.

Licensee shall have the right at its sole cost and expense to assert a separate claim or join in City's claim in any condemnation proceedings for its personal property, its improvements, loss of value in its license interest, moving expenses or any other claims it may have. Licensee shall be entitled to and shall receive that portion of any award or payment made which is attributable solely to its claim, and City shall be entitled to and shall receive that portion of any award of payment made which is attributable solely to the land and improvements erected thereon.

## 28.0 COMPLIANCE WITH ALL LAWS

Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the Permitted Use under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall defend and indemnify City, and its officials, officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree by Licensee or its employees, agents or designees except to the extent the Premises were in violation of any such law, ordinance, regulation, order or decree prior to the License Commencement Date; it being agreed upon by the parties that Licensee shall have no obligation to correct any deficiencies or noncompliance that existed prior to the License Commencement Date.

## 29.0 NONDISCRIMINATION

Licensee shall not deny benefits to, harass, discriminate, or allow harassment or discrimination of, any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall Licensee discriminate unlawfully, harass, or allow harassment or discrimination against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

## 30.0 DEFAULT AND REMEDIES

In the event there is a default by Licensee with respect to any of the provisions of this License Agreement or any obligations under it, City may give Licensee written notice of such default. After receipt of such written notice, Licensee shall have thirty (30) days in which to cure such default, provided Licensee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

If Licensee does not provide evidence to City of the complete cure of the default within the applicable cure period, City may immediately terminate this License Agreement, or, at City's sole option, City may correct any such default by performance of any act, including payment of money, and invoice Licensee for the actual cost thereof, which will include City staff time required to cure the default. If City elects such option, Licensee shall pay the invoice for such costs within thirty (30) days. In addition to the foregoing, City may pursue any other remedies available at law or in equity.

### 31.0 DISPUTE RESOLUTION AND ATTORNEYS' FEES

In the event a dispute arises between the parties, the parties agree to participate in good faith in mediation. Each party shall equally share in the cost of the mediation. If mediation between the parties does not result in a mutually satisfying settlement within ninety (90) days after submission to mediation, then each party will have the right to enforce the obligations of this License Agreement. In the event of any legal action to enforce or interpret this License Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Each party shall bear its own costs, expenses, and attorneys' fees in any legal action relating to this License Agreement.

### 32.0 PUBLIC RECORDS

Any and all written information submitted to and/or obtained by City from Licensee or any other person or entity having to do with or related to this License Agreement and/or the Premises, either pursuant to this License Agreement or otherwise, may be subject to disclosure pursuant to the California Public Records Act (Government Code § 7920.000 et seq.) as now in force or hereafter amended, or any act in substitution thereof, or otherwise made available to the public. Licensee hereby waives, for itself, its agents, employees, subcontractors, and any person claiming by, through or under Licensee, any right or claim that such information is not a public record or that the same is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

### 33.0 RELATIONSHIP OF THE PARTIES

The relationship of the parties hereto is and shall at all times remain that of licensor and licensee. It is expressly understood and agreed that by executing this License Agreement and allowing Licensee to use the Premises, City does not in any way or for any purpose become a partner of Licensee, or otherwise establish a joint venture between City and Licensee.

### 34.0 NOTICES

All written notices pursuant to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be deemed received upon actual delivery by via overnight United States mail and one (1) business day after the email is sent if such communication is sent by email, provided that no delivery failure notification has been received.

If to City:                      City Manager  
    City of Fullerton  
    303 W. Commonwealth Ave.  
    Fullerton, CA 92832  
    Email: [eric.levitt@cityoffullerton.com](mailto:eric.levitt@cityoffullerton.com)

With a Copy to: Parks and Recreation  
Attn: Deputy Director  
303 W. Commonwealth Ave.  
Fullerton, CA 92832  
Email: [daisy.perez@cityoffullerton.com](mailto:daisy.perez@cityoffullerton.com)

If to Licensee: Fullerton Chapter 15, Izaak Walton League of America  
Attn: Gene Thorpe  
28 Via Maple  
Anaheim, CA 92801  
Email: [iwlafullerton@gmail.com](mailto:iwlafullerton@gmail.com)

### 35.0 GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws.

### 36.0 WAIVER

The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this License Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

### 37.0 SEVERABILITY

If any provision of this License Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this License Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

### 38.0 CONSTRUCTION

The various headings in this License, the numbers thereof, and the organization of the License Agreement into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.



### 39.0 DRAFTING

Each party acknowledges that it has had an adequate opportunity to review each and every provision in this License Agreement and to submit the same to legal counsel and any other consultants for review and comment and that the parties jointly drafted this License Agreement. No provision of this License Agreement shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

### 40.0 SUCCESSORS IN INTEREST

Unless otherwise provided in this License, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto.

### 41.0 CITY APPROVALS AND ACTIONS THROUGH THE DEPUTY DIRECTOR OF PARKS AND RECREATION

The Director of Parks and Recreation, or his/her designee, shall represent the City in all matters pertaining to this License Agreement. Whenever a reference is made herein to an action or approval to be undertaken by the City, the Deputy Director of Parks and Recreation, or his/her designee, is authorized to act, unless this License Agreement specifically provides otherwise, or the context should otherwise require. The Deputy Director of Parks and Recreation shall have the authority to issue interpretations, waive provisions, and/or enter into certain amendments of this License Agreement on behalf of City so long as such actions do not materially or substantively change the uses of the Premises permitted under this License Agreement or cause the City to incur costs. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council or the City Manager.

### 42.0 ENTIRE AGREEMENT; AMENDMENTS

This License Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. The terms of this License Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this License Agreement. This License Agreement may be modified only in writing and signed by the parties in interest at the time of such modification.

### 43.0 COUNTERPARTS

This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

#### 44.0 AUTHORITY OF LICENSEE

Each individual executing this Agreement on behalf of Licensee represents and warrants that the individual is duly authorized to execute and deliver this License Agreement on behalf of said corporation, in accordance with the by-laws of said corporation, and that this License Agreement is binding upon said corporation.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

CITY OF FULLERTON  
A Municipal Corporation

FULLERTON CHAPTER 15, IZAAK  
WALTON LEAGUE OF AMERICA  
A Nonprofit Corporation

\_\_\_\_\_  
Eric Levitt  
City Manager

  
\_\_\_\_\_  
Gene Thorpe  
President

ATTEST

\_\_\_\_\_  
Lucinda Williams, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Richard D. Jones, City Attorney

EXHIBIT A  
DESCRIPTION OF PREMISES



## Exhibit B

### Fullerton Parks and Recreation Fee Schedule FY 2025

Outdoor Park Venues					
Location	Group 1	Group 2	Group 3	Group 4	Notes
Adlena Pavilion	\$40	\$50	\$60	\$90	Hourly
Hillcrest Pavilion	\$40	\$50	\$60	\$90	Hourly
Lemon Pavilion	\$40	\$50	\$60	\$90	Hourly
Richman Pavilion	\$40	\$50	\$60	\$90	Hourly
Hillcrest Park Reservoir	\$60	\$70	\$80	\$110	Hourly
Mountain View Park	\$60	\$70	\$80	\$110	Hourly
Hillcrest Terrace					
Hillcrest Terrace Block Sat 11am-3pm	\$500	\$670	\$840	\$1,000	Block Rate
Hillcrest Terrace Block Sat 3pm-10pm	\$1,050	\$1,350	\$1,650	\$1,950	Block Rate
Hillcrest Terrace Hourly Weekly	\$50	\$75	\$100	\$125	Hourly
Hillcrest Terrace Hourly F/Sun	\$60	\$90	\$120	\$150	Hourly

Park Facility Reservations					
	Group 1	Group 2	Group 3	Group 4	Notes
Chapman Building	\$44	\$54	\$64	\$94	Hourly
Hillcrest Recreation	\$55	\$60	\$72	\$102	Hourly
Red Cross Building	\$44	\$54	\$64	\$94	Hourly
Orangethorpe Building	\$44	\$54	\$64	\$94	Hourly
Independence Park Gym	\$55	\$60	\$72	\$102	Hourly
Independence North Room	\$25	\$35	\$45	\$75	Hourly
Izaak Walton Cabin	\$44	\$54	\$64	\$94	Hourly
Additional Fees:					
Alcohol Use Fee	\$150	Fee			
Alcohol Deposit	\$500	Refundable			
Amplified Music Deposit	\$250	Refundable			
Security Deposit	\$200	Refundable			
On-Site Cooking Fee	\$100	Fee			
On-Site Cooking Fee Deposit	\$250	Refundable			
Parks and Recreation Staff	\$30	Hourly			
Security Guards	\$35	Hourly			

**Group 1** – Fullerton based: individuals, nonprofit organizations, public school districts, and government agencies requesting the facility for approved events. Verification of a 501(c)(3). Federal non-profit status required.

**Group 2** – Fullerton based: commercial businesses, private schools and other Fullerton based organizations not listed in Group 1 requesting the facility for approved events. Non-Fullerton based nonprofit organizations, public school districts, and government agencies. Verification of a 501(c)(3). Federal non-profit status required.

**Group 3** – Non-Fullerton-based: individuals and commercial businesses

**Group 4** – Individuals, commercial, or organizations that conduct company oriented or other activities which are profit-oriented or intended to raise funds.

**\*Rental fee groups differ for Downtown Plaza (Pg.5) and Field Rentals (Pg.6)**