

CITY OF CORONA
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)
(CORONA-NORCO FAMILY YMCA)
(AUBURNDALE COMMUNITY CENTER POOL)

1. PARTIES AND DATE.

This License Agreement for Use of City Real Property (“Agreement”) is entered into this 20th day of April 2022, by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“Licensor”), and Corona-Norco Family YMCA, a non-profit organization with its principal place of business at 815 West 6th Street, Corona, California 92882 (“Licensee”). Licensor and Licensee are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Licensor Real Property. Licensor is the owner of certain real property and facilities located at 1045 Auburndale Street, in the City of Corona, California, (APN 119-130-013), which is commonly known as the Auburndale Community Center and further depicted and/or described in Exhibit “B” attached hereto and incorporated herein by reference (“Licensor Property”).

2.2 Authorized Use. Licensee desires to use that portion of the Licensor Property identified as the “Pool/Pool Deck” in Exhibit “B” attached hereto and incorporated herein by reference (“Licensed Land”) for the sole purpose of operating an aquatics program, which shall, at a minimum, include learn-to-swim classes, recreational swim opportunities and other aquatic activities for the residents of Corona and the surrounding community (“Authorized Use”). Licensee also desires to use, on occasion, that portion of the Licensor Property identified as the “Lawn Area” in Exhibit “B” in connection with large events at the pool. To the extent and during such period of time that Licensee is permitted to use the Lawn Area pursuant to the terms and conditions set forth in this Agreement, the Lawn Area shall be considered part of the Licensed Land.

2.3 Purpose. Licensor is willing to allow Licensee to use the Licensed Land for the Authorized Use, and for no other purpose, pursuant to the terms and conditions set forth in this Agreement.

3. TERMS.

3.1 License for Licensed Land. Licensor agrees to allow Licensee to use the Licensed Land pursuant to this Agreement and any additional conditions provided for in Exhibit “A” attached hereto and incorporated herein by this reference. Licensee and Licensee’s guests, invitees, customers and other users of the Licensed Land shall have access to the “Public

Restroom” identified in Exhibit “B” to the same extent and on the same conditions as any member of the general public.

3.2 Term. The Term of this Agreement shall be from April 25, 2022 through June 30, 2023, unless earlier terminated as provided for herein (“Initial Term”). This Agreement shall automatically renew for two (2) additional one (1) year periods (each a “Renewal Term”) on the same terms and conditions as set forth herein, unless either Party notifies the other Party in writing of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as applicable.

3.3 Termination or Suspension. The Parties shall have the following rights of termination of the Agreement or suspension of the Authorized Use. In addition to these rights, the Parties shall have the right to take action to enforce the terms of this Agreement.

3.3.1 Without Cause. This Agreement may be terminated by either Party at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least one hundred eighty (180) days before the effective date of such termination.

3.3.2 With Cause. Licensors shall also have the right to terminate this Agreement if Licensee is in breach of the terms of this Agreement or if any condition exists on the Licensed Land which, in Licensors’ sole but reasonable discretion, represents a danger to public health, safety or welfare (“Default Conditions”). Licensors shall deliver written notice to Licensee of Licensors’ intent to terminate this Agreement pursuant hereto and shall include a description of the Default Condition(s) that Licensors believe are occurring, as well as a reasonable period of time within which Licensee shall correct the Default Condition(s) (“Cure Period”). In no event shall the Cure Period be less than two (2) or more than seven (7) calendar days. If Licensee fails to cure, or commence good faith efforts to cure, said Default Condition(s) within the Cure Period, as determined by Licensors in Licensors’ sole but reasonable discretion, this Agreement shall be deemed terminated upon expiration of the Cure Period and all permissions, rights, privileges and licenses granted herein shall cease to exist between the Parties.

3.3.3 Suspension of Authorized Use. In addition to termination, at any time Licensors retains the discretion to immediately suspend all or any part of Licensee’s use of the Licensed Land if, in Licensors’ sole but reasonable discretion, all or any part of the Authorized Use or anyone’s participation in the Authorized Use poses an immediate or significant danger to public health, safety or welfare. Any such suspension shall last as long as Licensors determines is necessary to adequately address the danger to public health, safety or welfare.

3.3.4 Vacating the Licensed Land. At the expiration of the Term or at any sooner termination of this Agreement, Licensee shall quit and surrender possession of the Licensed Land to Licensors in as good order and condition as the date it was first delivered to Licensee under this Agreement, reasonable wear and tear and damage by the elements excepted, and Licensee shall remove all facilities or other improvements from the Licensed Land. Licensee agrees to pay any costs reasonably incurred by Licensors if Licensee fails to comply with this provision, including reasonable attorneys’ fees and costs expended on any action by

Licensor to compel removal by Licensee or collect damages described in this section. If Licensee does not restore the Licensed Land as required, Licensor may remove the facilities or improvements and dispose of or store them at Licensee's sole cost and expense.

3.3.5 No Holdover. Licensee has no right to retain possession of the Licensed Land or any part thereof beyond the expiration or termination of this Agreement. In the event that Licensee holds over, then the Base License Fee provided for in Section 3.6 below shall be increased to three-hundred percent (300%) of the Base License Fee applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Licensor to any holding over by Licensee.

3.4 Responsibility for Authorized Use. Licensee represents and warrants that all of its employees, invitees and others who use the Licensed Land will do so only for the sole purpose of the Authorized Use and will be instructed or trained on how to use the Licensed Land safely. Licensor retains the discretion to terminate this Agreement or suspend the Authorized Use as provided for in Section 3.3 above. All users of the Licensed Land shall at all times be considered employees, invitees or agents of Licensee and shall not be considered an employee or agent of Licensor for any purpose related to the Authorized Use.

3.5 Maintenance.

3.5.1 Licensee Maintenance Obligations. Licensee shall, at its sole cost and expense, keep the Licensed Land in good and proper condition, reasonable wear and tear excepted, in compliance with all applicable laws and regulations concerning Licensee's use of the Licensed Land. All Licensee facilities, equipment or improvements shall be maintained in good and workable order and reasonably good appearance. In addition, Licensee shall make any repairs to the Licensed Land caused by or incident to Licensee's failure to maintain the Licensed Land pursuant to this Section 3.5.1 or any other damage cause by or incident to the negligent acts, errors or omissions of Licensee's or its officers, employees, agents or volunteers. Notwithstanding the foregoing, Licensee shall have no obligation to complete major capital repairs or otherwise repair or replace pool equipment that has reached its useful life.

3.5.2 Licensor Maintenance Obligations. Licensor shall, at its sole cost and expense, maintain the structural features of the Licensed Land to its current level, including the building and lighting components, as well as equipment necessary to comply with the Americans with Disabilities Act requirements for public pool accessibility. Licensor shall maintain all systems and equipment necessary for the pool to be operated at the current level, including pumps, heater, filters, chemicals, and related equipment. Licensor shall arrange and pay for all pool cleaning, custodial, and landscaping services for the Licensed Land. Notwithstanding the foregoing, Licensor shall have no obligation to maintain, repair or safeguard any equipment, materials, improvements or property of Licensee or Licensee's guests, invitees, customers and other users of the Licensed Land that is brought onto or stored on the Licensed Land.

3.6 Consideration.

3.6.1 Base License Fee. As consideration for this Agreement, Licensee shall pay to Licensor the sum of Three Thousand Dollars (\$3,000) per month commencing on January

1, 2023 (“Base License Fee”). Prior to January 1, 2023, Licensee shall not be required to pay the Base License Fee.

3.6.2 Payment. Licensee shall pay the Base License Fee on or before the 5th day of the month. All payments shall be made payable to the City of Corona, 400 South Vicentia Avenue, Corona, CA 92882, or Licensee may make payments by electronic funds transfer. Licensee hereby acknowledges that any payment by Licensee of the Base License Fee or other sums due hereunder not received by Licensor within ten (10) calendar days after such amount is due will incur a late charge equal to ten percent (10%) of such overdue amount, as well as interest on the outstanding amount which shall accrue at the rate of ten percent (10%) per annum until paid. In no event shall the late charge or interest exceed the maximum allowable by law.

3.6.3 Annual Increase. Beginning on July 1, 2023 and continuing during the Term of this Agreement, the Base License Fee shall increase by five percent (5%).

3.7 Utilities. Licensor shall pay for all utilities (i.e., gas, electricity, water, sewer, trash collection) necessary for the pool to be operated in a sanitary, healthful and safe manner.

3.8 Insurance.

3.8.1 Time for Compliance. Before commencement of the Term, Licensee shall provide evidence satisfactory to the Licensor that it has secured all insurance required under this section. In addition, Licensee shall not allow any contractor or subcontractor to commence work on or otherwise enter upon the Licensed Land until it has provided evidence satisfactory to the Licensor that the contractor or subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Licensor to terminate this Agreement for cause. Licensee shall be authorized to self-insure for any of the coverages required herein, so long as sufficient documentation to support self-insurance is provided to and approved by the City of Corona Risk Manager in advance.

3.8.2 Minimum Requirements. Licensee shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with use of the Licensed Land by the Licensee and its officials, officers, employees, contractors, agents and volunteers. Licensee shall also require all of its contractors and subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(B) Minimum Limits of Insurance. Licensee shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general

aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/the Licensed Land or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.8.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the Licensor, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Licensee under this Agreement, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance as respects the Licensor, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the Licensor, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Licensee's insurance and shall not be called upon to contribute with it in any way.

(B) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Licensor, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from operations performed by the Licensee under this Agreement.

(C) All Coverages. If Licensee maintains broader coverage and/or higher limits than the minimum shown above, the Licensor is entitled to the broader coverage and/or higher limits maintained by Licensee. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensor.

3.8.4 Other Provisions: Endorsements Preferred. Licensee shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Licensee:

(A) Waiver of Subrogation – All Other Policies. Licensee hereby waives all rights of subrogation any insurer of Licensee's may acquire against the Licensor, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or operations performed by or on behalf of the Licensee under this Agreement. Licensee understands, acknowledges and agrees that this provision is in full force and effect even if the Licensor does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Licensee shall either: (1) require its insurer to provide thirty (30) days prior written notice to the Licensor before coverage is suspended, voided, or

canceled; or (2) notify Licensor in writing that such notice is not available and forward any notice of such actions to the Licensor within two (2) business days from date of receipt by Licensee. Licensee understands, acknowledges and agrees that this provision is in full force and effect even if the Licensor does not receive a waiver of subrogation endorsement from the insurer.

3.8.5 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Licensor and its directors, officials, officers, agents and employees.

3.8.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Licensor.

3.8.7 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the Licensor and which meet either of the following criteria: (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.8.8 Verification of Coverage. Licensee shall furnish Licensor with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Licensor. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the Licensor if requested. All certificates and endorsements must be received and approved by the Licensor before commencement of the Term. Licensor reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.8.9 Reporting of Claims. Licensee shall report to the Licensor, in addition to Licensee's insurer, any and all insurance claims submitted by Licensee in connection with this Agreement.

3.9 Indemnification. To the fullest extent permitted by law, Licensee shall defend, indemnify and hold Licensor and its directors, officials, officers, agents and employees (collectively, "Indemnified Parties"), free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, to the extent arising out of, pertaining to, or incident to this Agreement or Licensee's use of the Licensed Land. Licensee shall defend, with counsel reasonably approved by Licensor, at Licensee's sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable, that may be brought or instituted against the Indemnified Parties. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties. Licensee shall reimburse the Indemnified Parties for any and all legal expenses and costs reasonably incurred by one or all of them in connection with enforcing this Agreement and/or in connection with the indemnity herein provided. Licensee shall also reimburse Licensor for the costs of any settlement paid by them on behalf of the Indemnified Parties as part of any claim, suit, action or other proceeding. Licensee's obligation shall survive termination or expiration of this Agreement, and shall not be

restricted to insurance proceeds, if any, received by the Indemnified Parties. Notwithstanding the above, nothing herein shall require Licensee to indemnify or hold the Indemnified Parties harmless against any liability or claim related to the negligent or intentional acts or omissions of the Indemnified Parties or any liability or claim arising out of Licensor’s use of the Licensed Land.

3.10 Release of Liability. In consideration of Licensor’s agreement to allow Licensee to use the Licensed Land, Licensee, on behalf of itself and its officials, officers, employees, contractors, agents, volunteers, successors and assigns (“Licensee Parties”), hereby releases and forever discharges Licensor and each of its officials, officers, employees, contractors, agents, volunteers, successors and assigns from any and all known and unknown, certain or contingent, past, present or future obligations, liabilities, demands, claims, costs, expenses, debts, controversies, damages, actions, and causes of action ~~of every nature~~, character or description which they may have against the Licensor, arising from or in any way related to the Authorized Use, any other use of Licensed Land or this Agreement. This release does not apply to claims or liabilities resulting from Licensor’s use of the Licensed Land for events or activities organized or sponsored by Licensor.

LICENSEE HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 (“SECTION 1542”), WHICH IS SET FORTH BELOW:

“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, WHICH IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASE PARTY.”

BY INITIALING BELOW, LICENSEE HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THE RELEASED MATTERS.

Initials of Licensee Representative

3.11 Hazardous Substances.

3.11.1 Defined. For purposes of this License, the term “Hazardous Substances” means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous

Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as “the State Toxic Substances Law”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

3.11.2 No Warranties. Licensor makes no warranty or representation whatsoever concerning the Licensed Land, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto, or compliance with applicable laws, ordinances or governmental regulations. Licensee’s right to use the Licensed Land is strictly on an “as is” basis with all faults. Licensor hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil, water, or geology on the Licensed Land, and any warranty of merchantability or habitability or fitness for a particular purpose.

3.11.3 Hazardous Substances Prohibited. Except as otherwise specifically permitted under the terms of this Agreement, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Licensed Land in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in this section. Storage of batteries for emergency power, fuel for generators to be used during power outages, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Licensee Facilities are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Licensed Land, so long as Licensee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

3.11.4 Disclosure and Removal of Hazardous Substances. Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance within the Licensed Land, give written notice to Licensor. The failure to disclose in a timely manner the release of a Hazardous Substance brought onto the Licensed Land by Licensee or its employees or agents, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California’s Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this Agreement by Licensor in addition to actual damages and other remedies provided by law. Licensee shall immediately clean up and completely remove all Hazardous Substances placed by Licensee or its employees or agents on, under, about or within

the Licensed Land in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations. In the event Hazardous Substances at the Licensed Land are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of such Hazardous Substances placed on, under, about or within the Licensed Land by Licensee, and provide written documentation of its safe and legal disposal as required by law.

3.11.5 Breach. Breach of any of the covenants, terms, and conditions contained in this section, and Licensee's failure to cure within thirty (30) days of Licensee's receipt of written notice from Licensor, shall give Licensor the authority to either immediately terminate this Agreement or to require the shutdown of Licensee's operations thereon, at the sole discretion of Licensor; provided however, that Licensor may in its sole discretion grant Licensee 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. In either case, Licensee will continue to be liable under this Agreement to remove and mitigate all Hazardous Substances placed by Licensee on, under, about or within the Licensed Land as required by applicable law. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Licensed Land by Licensee during Licensee's period of use and possession of the Licensed Land. Upon termination of this Agreement, Licensee shall, in accordance with all laws, remove from the Licensed Land any equipment or improvements placed on the Licensed Land by Licensee that may be contaminated by Hazardous Substances.

3.11.6 Indemnification for Hazardous Substances. Licensee shall defend, indemnify and hold the Indemnified Parties, as defined in Section 3.9 above, free and harmless, pursuant to the provisions of Section 3.9 above, in any manner arising out of, pertaining to, or incident to the presence of any Hazardous Substances brought onto or permitted to be brought onto the Licensed Land by Licensee, or its employees or agents. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify the Indemnified Parties from any liability created by the Licensee pursuant to such sections.

3.12 Entry by Licensor. Licensor and its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Licensed Land and the operations conducted thereon to assure compliance with the requirements of this Agreement and to perform maintenance and repair activities. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing pool water, as well as taking photographs.

3.13 Laws and Regulations. Licensee shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its use of the Licensed Land pursuant to this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Licensee shall be liable for all violations of such laws and regulations in connection with this Agreement.

3.14 Governmental Approvals. Before commencement of the Term, Licensee shall obtain all necessary and applicable federal, state and local approvals, certifications, and permits to conduct the Authorized Use. Licensor reserves the right to require Licensee to provide proof regarding these approvals, certifications, and permits.

3.15 Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement to be served on or given to either party to this Agreement shall be in writing and shall be deemed duly served or given when personally delivered to the party to whom it is directed or to any managing or executive officer or director of that party, or his or her designee, in lieu of personal service when deposited in the United States mail, first class postage prepaid, addressed as follows:

Licensee:

Corona-Norco Family YMCA
815 West Sixth Street
Corona, CA 92882
Attn: Audrie Echnoz, Chief Executive Officer

Licensor:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Anne Turner, Community Services Director

3.16 Survival. Licensee's obligations to release, indemnify, defend, and hold harmless the Licensor, as set forth in this Agreement, shall survive expiration or termination of this Agreement and shall remain in effect until there is no risk to the Licensor of liability for any claims or losses due to the use of the Licensed Land for the Authorized Use.

3.17 Interpretation. The provisions of this Agreement are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the Licensor.

3.18 Selection of Counsel. Licensee's obligation to indemnify the Licensor under this Agreement shall include the obligation of Licensee to defend Licensor with legal counsel of Licensor's own choosing. In the event Licensor elects not to select such counsel, the designation of such counsel shall be made by Licensee but shall be subject to prior approval by Licensor.

3.19 Attorneys' Fees and Costs. In the event that any action or proceeding is commenced between the Licensor and Licensee to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorneys' fees and costs. The attorneys' fees and costs recoverable pursuant to this section include, without limitation, attorneys' fees and costs incurred on appeal and those incurred in enforcing any judgment rendered. Attorneys' fees and costs may be

recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

3.20 Entire Agreement. This written document contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

3.21 Waiver and Severability. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel or otherwise. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.23 Authority; Binding on Successors and Assigns. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective Party. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties. Notwithstanding the foregoing, this Agreement may not be assigned by Licensee unless Licensor consents in writing to such assignment.

3.24 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Riverside County, California.

[SIGNATURES ON NEXT TWO (2) PAGES]

**LICENSOR'S SIGNATURE PAGE FOR
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)
(CORONA-NORCO FAMILY YMCA)
(AUBURNDALE COMMUNITY CENTER POOL)**

CITY OF CORONA
a California municipal corporation

By: _____
Jacob Ellis
City Manager

Attest:

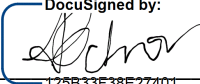
Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

**LICENSEE'S SIGNATURE PAGE FOR
LICENSE AGREEMENT
FOR USE OF CITY REAL PROPERTY (UCRPLA)
(CORONA-NORCO FAMILY YMCA)
(AUBURNDALE COMMUNITY CENTER POOL)**

**CORONA-NORCO FAMILY YMCA
a non-profit organization**

By: 
Signature

Audrie Echnoz
Name (Print)

CEO
Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "A"

CONDITIONS OF USE

1. Licensors Instructions and Policies. Licensee shall be responsible for ensuring that all users of the Licensed Land comply with all oral or written instructions, directions and other safety requirements given to Licensee by Licensor personnel.

2. Permits and Licenses. Licensee shall keep any and all permits and licenses required by any federal, state or local authority in connection with Licensee's use of the Licensed Land pursuant to this Agreement, in good standing at all times. In addition, Licensor will maintain proper supervision of all attendees, participants, students, instructors and other users of the Licensed Land pursuant to existing requirements and policies established through U.S.A. Swimming.

3. Authorized Use. The Licensed Land shall be used solely for the purpose of operating a year-round aquatics program to serve the residents of the City of Corona. Licensee shall develop, operate and manage an affordable recreational aquatics program on a not-for-profit basis that is available to the general public, which shall include, at a minimum, learn-to-swim classes and water safety programs, recreational/lap swim, aquatic fitness classes, and other similar aquatic activities. Licensee shall, at Licensee's sole cost and expense, manage and operate the aquatic program in a professional, economical, and businesslike manner, to include, without limitation, the following tasks:

(a) Licensee shall act as the general clearinghouse, overseer, coordinator and promoter of recreation, fitness, safety, and swimming programs offered at the Auburndale Community Center Pool. Licensee's hours of operation will generally be from 8:00am-8:00pm, except when Licensor is using the Licensed Land (or pool) for events or activities organized or sponsored by Licensor.

(b) Hire, train and evaluate staff, instructors, lifeguards, volunteers, and any other personnel necessary to operate the aquatics program. Licensee shall, at its sole cost and expense, ensure that any administrator, employee, or regular volunteer of Licensee's who is present on the Licensed Land has completed and passed a background check pursuant to Section 11105.3 of the Penal Code and Section 18975 of the Business and Professions Code.

(c) Comply with all laws and regulations relating to employment of staff, including, but not limited to, the Equal Opportunity Act and the Americans with Disabilities Act. Licensee shall not discriminate against any person or group of persons on account of race, color, creed, religion, gender, gender identity, marital status, disability, or national origin in the use, occupancy, tenure, or enjoyment of the Licensed Land. Licensee shall pay all wages, salaries, and other amounts due to any employees of Licensee in connection with this Agreement and as required by law. Licensee shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

(d) Provide all operational and maintenance supplies as are necessary to operate the aquatics program.

(e) Develop administrative policies, collect data and conduct ongoing evaluation and reporting of both the participation and financial aspects of Licensee's aquatics program and provide to Licensor at Licensor's request.

(f) Provide appropriate levels of pool supervision at all times that Licensee is using the Pool, which at a minimum, shall mean lifeguard services, as defined in California Health & Safety Code Section 116028. If lifeguard services are provided by employees, agents or volunteers of Licensee who are also providing aquatic instruction or overseeing Licensee's use of the Licensed Land, in accordance with California Health & Safety Code Section 116028, Licensee shall ensure that such employees, agents or volunteers of Licensee possess current certificates from an American Red Cross or YMCA of the U.S.A. lifeguard training program, or equivalent qualifications. Licensee acknowledges that the Licensor will **not** provide lifeguard services and will not provide or be responsible to provide other supervision during Licensee's use of the Licensed Land.

(g) Provide an appropriate ratio of swim lesson instructors per class who are American Red Cross Water Safety Instructor certified, or a mutually acceptable program equivalent subject to the approval of Licensor's Community Services Director or his/her designee.

(h) Handle all aquatic program registration duties and provide program information and registration forms on Licensee's website, as well as in-person registration.

(i) Handle the day-to-day operation, housekeeping, and minor repairs (as approved by Licensor) of the Auburndale Community Center Pool in a sanitary, healthful and safe manner, including keeping the pool and the pool deck in a safe and usable condition and free of equipment and any other visual obstructions impacting line of sight. Licensee shall conduct daily testing of the pool water to assure satisfactory water quality for safe operation of related pool equipment and shall maintain appropriate records of such testing. Licensee shall conduct daily inspection of pool gutters and remove items and debris as part of Licensee's opening and closing maintenance procedures.

(j) Focus on affordable service delivery that prioritizes reduced cost access for residents of Corona and adapt Licensee's aquatics programs and services to meet the changing needs of the community.

(k) All revenue generated from Licensee's use of the Licensed Land shall be retained by Licensee. Licensee shall keep all financial records of activity in accordance with generally accepted accounting principles. Licensor shall have the right to audit and examine such records, and this right shall exist for five (5) years after the expiration of this Agreement.

4. Program Scheduling. On or before April 11, 2022 and thereafter prior to March 1, 2023 of each year, Licensor and Licensee shall meet to discuss service levels and program

offerings, as well as any improvements, programmatic changes or schedule changes to be implemented during the next year. Licensor reserves the right to use the pool for events or activities organized or sponsored by Licensor and Licensor shall endeavor to provide Licensee with a schedule for the following calendar year of the City's requested dates for use of the pool for such events. Licensee shall take these dates into account when preparing its program schedule.

5. Program Marketing. Licensor shall include information concerning Licensee's aquatics program in the City of Corona Connection, which is distributed three times per year. Licensee shall provide its aquatics program schedule to Licensor by June 1st for Fall, October 1st for Winter/Spring, and February 1st for Summer of each year to ensure inclusion of general program information in the City of Corona Connection. Upon request of Licensee and approval of Licensor's Community Services Director or his/her designee, Licensor shall also include marketing and advertisement of Licensee's aquatics program in its social media posts. Licensor and Licensee shall mutually agree upon any advertisements, newsletters, promotional materials, and other marketing materials related to Licensee's aquatics program at the Auburndale Community Center Pool.

6. Authorized Use of Lawn Area. Subject to the prior written approval of Licensor's Community Services Director or his/her designee, Licensee may use the area identified as the "Lawn Area" in Exhibit "B" up to six (6) times per year for a maximum of four (4) hours each use for purposes related to the promotion of Licensee's aquatics program. Additionally, if necessary to ensure safety on the pool deck, as determined and approved by Licensor's Community Services Director or his/her designee, Licensee may use the Lawn Area for the gathering of large groups when not in the pool (i.e., group reservations, swim camps, etc.) At the conclusion of each use of the Lawn Area by Licensee, Licensee shall be responsible for the removal of all trash, debris and any other materials or equipment and shall leave the Lawn Area in as good order and condition as it existed prior to Licensee's use.

7. Use of Pool by CNUSD. Licensee acknowledges that Licensor has previously entered into a joint use agreement with the Corona-Norco Unified School District ("CNUSD"), which permits use of the Auburndale Community Center Pool by CNUSD. Licensor intends to modify the joint use agreement to remove the Auburndale Community Center Pool as a joint use facility provided that Licensee works, in good faith, to enter into a mutually acceptable agreement with CNUSD to permit use of the Auburndale Community Center Pool by CNUSD.

8. Use of Pool by Other Users. Licensee acknowledges that Licensor has previously entered into an agreement with Corona Swim Team ("CROCS") for use of the Auburndale Community Center Pool to conduct youth swim club practices, which will expire on or around the date that Licensee commences its use under this Agreement. Licensee shall work, in good faith, to enter into a mutually acceptable agreement with CROCS to permit continued use of the Auburndale Community Center Pool by CROCS. Additionally, subject to the prior written approval of Licensor's Community Services Director or his/her designee, Licensee may permit other persons, groups or entities to use Auburndale Community Center Pool under terms and conditions to be established by Licensee, including any fees for use of the pool, provided that such use shall not interfere with the primary objective of this Agreement, which is to provide

affordable recreational aquatic programs and services to the residents of Corona. Licensee shall be responsible for ensuring that any use of the Auburndale Community Center Pool by CNUSD, CROCS or any other person, group or entity complies with all applicable provisions of this Agreement, including, without limitation, the obligation to provide appropriate levels of pool supervision and lifeguard services as described in Section 3(f) of this Exhibit "A". Licensee shall require that CNUSD, CROCS, and any other person, group or entity permitted to use the Auburndale Community Center Pool, obtain insurance that complies with the requirements of Section 3.8 of this Agreement, including, without limitation, the obligation for the Licensor, its directors, officials, officers, employees, agents, and volunteers to be covered as an additional insured. Additionally, Licensee shall require that CNUSD, CROCS, and any other person, group or entity permitted to use the Auburndale Community Center Pool agree to defend, indemnify and hold Licensor harmless to the same extent provided in Section 3.9 of this Agreement.

EXHIBIT "B"
LICENSED LAND

