

**FACILITY USE AGREEMENT
BETWEEN
THE CITY OF HERMOSA BEACH AND THE HERMOSA BEACH YOUTH BASKETBALL LEAGUE**

This Facility Use Agreement (hereinafter called "Agreement") is made and entered into on this 30th day of September, 2025, by and between the City of Hermosa Beach, a California municipal corporation (hereinafter called "CITY") and The Hermosa Beach Youth Basketball League, a California nonprofit public benefit corporation (hereinafter called "HBYB"). CITY and HBYB are sometimes individually referred to herein as "Party" and collectively referred to as "Parties."

RECITALS

- a. CITY is the owner of certain real property commonly known as the Hermosa Beach Community Center located at 710 Pier Avenue, Hermosa Beach, CA 90254 (hereinafter called "COMMUNITY CENTER").
- b. HBYB has requested and CITY is willing to make the COMMUNITY CENTER gymnasium, rooms, and designated outdoor basketball court (hereinafter called "SITE"), as depicted on the site map attached hereto as **Exhibit A** and incorporated herein by reference, available to HBYB for its annual youth basketball program pursuant to the terms and conditions of this Agreement.
- c. HBYB desires a commitment from CITY to secure the COMMUNITY CENTER gymnasium for practices and games, designated outdoor basketball court for practice only, and the COMMUNITY CENTER rooms for activities related to its annual youth basketball program, including a winter season (October – March) and summer (July) season annually.

NOW, THEREFORE, in consideration of the foregoing and contained herein, the Parties agree as follows:

I. TERM, PAYMENT and TERMINATION.

- a. The Term of this Agreement shall be for three seasons commencing with the 2025-26 winter season and terminating with the 2028 summer season unless earlier terminated as provided herein.
- b. HBYB agrees to pay CITY applicable fees for its use of the COMMUNITY CENTER gymnasium and rooms. Fees are to be established in the CITY's annual Master Fee Schedule. All rental payments shall be made to the CITY within thirty (30) days following the conclusion of each season for which a permit is issued.
- c. HBYB agrees to pay a \$750 refundable deposit at the start of each season for any damage or additional staff time spent on behalf of the CITY as a result of program activities. In the event of damage or CITY services that are in excess of the deposit, HBYB will be required to pay the difference and replenish the deposit for the

remainder of each season.

- d. Notwithstanding any other provisions of this Agreement, both Parties reserve the right to terminate this Agreement at any time, with or without cause, upon giving thirty (30) days written notice to the other Party as outlined in Section XIII.

II. HBYB RESPONSIBILITIES.

- a. HBYB shall maintain its status as a non-profit organization throughout the term of this Agreement.
- b. At least thirty (30) days prior to the commencement of each season, HBYB shall apply for a permit from the CITY authorizing HBYB's use for the forthcoming season. HBYB shall include in that permit application its request for use and further specify the dates and times for said requested use.
- c. HBYB will provide, at its own expense, all program-related equipment. HBYB will provide setup and teardown of equipment within the allocated rental times included on the final permit.
- d. HBYB shall continue to enforce and implement the following requirements:
 - i. Maintain an expanded board that includes representatives from several community organizations and community members directly associated with the program;
 - ii. Maintain or enhance the current process for parent/guardian responses to issues or concerns;
 - iii. Ensure the implementation of a mandatory coach training program. Training program must include Mandated Reporter curriculum and documentation of training be available to the CITY upon request. Further, all coaches will be required to attend a seminar organized by HBYB each season.
 - iv. Continue to manage the program purely on a volunteer basis (no stipends or salaries for Board members) and contribute program revenues to the community or for the betterment of the program; and
 - v. Ensure its bylaws are consistent with and include sections that reference the aforementioned requirements.
- e. HBYB may not assign or sublease all or any portion of the SITE.
- f. HBYB shall annually provide a designated representative to consult, as necessary, with the CITY regarding its program. Final decisions will be made by CITY regarding compliance with the Agreement as well as any issues that directly and/or adversely impact the community.
- g. A designated HBYB representative must remain on-site during the entirety of all program activities.
- h. Within sixty (60) days following the conclusion of HBYB's regular season, HBYB shall

provide an annual overview of the seasonal activities to the Parks, Recreation, and Community Resources Advisory Commission in the form of an agenda presentation.

- i. HBYB is not permitted to sell, serve, or distribute food or drink items (excluding water) in the COMMUNITY CENTER gymnasium. HBYB agrees to make every effort to ensure program participants do not bring food or drink items into the gymnasium.

III. CARE AND MAINTENANCE OF SITE BY HBYB.

- a. HBYB acknowledges to the best of its knowledge and except as expressly otherwise stated that the SITE is in good order and repair as applicable to their intended use. HBYB shall maintain the condition of the SITE for its dedicated use while a permit has been issued for its use.
- b. HBYB is required to clean the SITE and the surrounding areas of the SITE each time the SITE is utilized by HBYB. This includes, but is not limited to, trash removal, sweeping and dry mopping of the gymnasium floor, trash removal throughout the facilities and surrounding areas, and removal of personal items left behind by participants.
- c. HBYB understands that the SITE is being rented in as-is condition.
- d. HBYB confirms its acknowledgment that all CITY properties are smoke-free facilities.
- e. HBYB shall not make any alterations, additions, or improvements to the SITE, without written approval by the CITY. HBYB shall not be responsible for any capital improvements that need to be made to the SITE during the Term of the Agreement.
- f. HBYB may request additional non-emergency maintenance, if necessary. It is the responsibility of HBYB to submit a service request through Go Hermosa on the CITY website or through the Go Hermosa app. Emergency requests shall be submitted to the Public Works Department during regular business hours; Monday-Thursday 7:00am-6:00pm and after hours requests shall be submitted through the urgent Public Works Department request line through the Police Department at (310) 318-0360. The CITY acknowledges that the SITE is in good order and repair with no known risk to health or safety.

IV. ADVERTISING AND SPONSOR BANNERS.

- a. Program banners, flyers, promotional materials, and other program-related items may be installed on the interior walls of the COMMUNITY CENTER gymnasium no earlier than two weeks prior to the start of each season. HBYB shall remove all banners, flyers, promotional materials, and items relating to its program no more than two weeks following the end of the season. CITY will notify HBYB when banner removal is required and coordinate scheduling. Any banners or other sponsor items displayed on the interior walls of the gymnasium must be installed so as not to damage or permanently leave lasting marks on the infrastructure of the building. If damage does occur during installation or removal, HBYB shall restore the area to the reasonable satisfaction of

the CITY.

- b. CITY reserves the right to relocate or remove program banners, flyers, promotional materials, and other program-related items if they are found to be inappropriate or pose a safety issue. The Community Resources Department will notify HBYB before relocating or removing banners unless a safety concern warrants immediate action.

V. INSURANCE.

- a. For the duration of the Agreement, so long as HBYB is in use of the SITE, HBYB shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the SITE hereunder and the use by its coaches, agents, representatives, employees or volunteers.
- b. For insurance purposes, the SITE shall be defined to include all areas occupied or affected by HBYB's regular season, as depicted on **Exhibit A.**

VI. MINIMUM SCOPE AND LIMIT OF INSURANCE. *Coverage shall be at least as broad as:*

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The policy shall be endorsed to include athletic activities and athletic participant injury coverage.
- b. Sexual Abuse or Molestation (SAM) Liability: Given the use of the SITE will include contact with minors, and if the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, HBYB shall obtain and maintain a policy covering Sexual Abuse and Molestation with limits no less than \$250,000 per occurrence.
- c. Should HBYB maintain 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 HBYB. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

VII. SELF-INSURED RETENTIONS.

Self-insured retentions must be declared to and approved by the City's Risk Manager. The CITY may require HBYB to 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.

VIII. OTHER INSURANCE PROVISIONS.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- a. The CITY, its officers, officials, employees, agents, and contracted volunteers are to be covered as additional insureds with respect to liability arising out of the use and operations performed at the SITE by or on behalf of HBYB in connection with such use and operations, to the extent of HBYB's indemnity obligations herein.
- b. For any claims related to this Agreement, HBYB's insurance coverage shall be primary and non-contributory insurance coverage as respects the CITY, its officers, officials, employees, agents, and contracted volunteers. This requirement shall also apply to any Excess or Umbrella liability policies.
- c. HBYB's Insurance Company agrees to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from use or operation of the CITY'S SITE. This provision also applies HBYB's Workers' Compensation policy.
- d. Each insurance policy required above shall provide that coverage shall not be canceled or altered, except with thirty (30) day written notice to the CITY.

IX. UMBRELLA OR EXCESS POLICY.

HBYB may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self- Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Instructor's primary and excess liability policies are exhausted.

X. ACCEPTABILITY OF INSURERS.

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

XI. VERIFICATION OF COVERAGE.

At least ten (10) days prior to the start of the program activities at the SITE, the CITY shall request from HBYB and HBYB 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 clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before SITE access and use begins. The CITY reserves the right to require complete, certified

copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

XII. INDEMNIFICATION.

The CITY is not responsible for any accident, injury, loss, or damages to property or to individuals or groups using public fields and facilities. HBYB is responsible for all actions, behavior, and damage caused by its participants, guests, or attendees. HBYB shall indemnify, defend and hold harmless the CITY, its officers, employees, volunteers, and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including costs of defense and reasonable attorney fees, arising from HBYB's activities on and use of CITY property by HBYB and its guests, patrons, invitees, customers, employees, officers, and contractors, except for liability resulting from the sole negligence or willful misconduct of the CITY. HBYB shall promptly pay the amount of any judgment rendered against the CITY, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by the CITY in the defense of such claims. This provision is intended to fully allocate all risk of liability to third-parties between HBYB and the CITY; and there shall be no right of contribution or indemnity, whether in law or equity or otherwise in favor of HBYB against the CITY. This provision survives termination of this Agreement.

XIII. CITY RESPONSIBILITIES.

- a. The Community Resources Department shall provide an annual reservation permit to HBYB to conduct its program activities at the COMMUNITY CENTER gymnasium and rooms, and outdoor basketball facilities. The permit will outline specific date(s) and time(s) that HBYB has been granted permission to use each SITE.
- b. CITY shall provide, upon request and reservation payment secured, HBYB storage space in one CITY owned storage closet to store league-related equipment and materials only. No perishable items are allowed to be stored. The CITY owned storage closet shall be kept clean of trash and debris. CITY shall ensure that the CITY owned storage closet remains in safe working order. HBYB shall be provided with keys to and entitled to access to this storage closet during its reserved gym time throughout the season. Access outside of the season must be coordinated with the Community Resources Department. The CITY reserves the right to request the removal of all HBYB equipment and materials should the CITY need exclusive use of the storage closet at any time and will provide thirty (30) days written notice to HBYB.
- c. Upon mutual prior agreement, cost of CITY personnel for additional services beyond traditional use of each shall be assumed by HBYB and paid to the CITY no more than thirty (30) days following the conclusion of its regular season.
- d. CITY shall manage the raising and lowering of the nets and will follow the schedule given to staff at the start of each season. Changes to this schedule must be made in writing at least 48 hours in advance.

XIV. CARE AND MAINTENANCE OF SITE BY CITY.

- a. The CITY shall be responsible for the building maintenance and associated repairs that are necessary to maintain the current condition of the SITE. The CITY is responsible for the ADA compliance of the SITE.
- b. CITY shall clean the SITE and the surrounding areas of each SITE daily. This includes, but is not limited to, trash removal, sweeping and dry mopping of the gymnasium floor, trash removal throughout the facilities and surrounding areas, and removal of personal items left behind by users.

XII. DEFAULT.

Should HBYB fail to pay any monies due pursuant to this Agreement within three (3) days after written notice from CITY or to perform any other obligation required pursuant to the terms of this Agreement within thirty (30) days after notice from CITY, CITY may immediately cause this Agreement to be terminated and thereafter take any action and pursue all remedies available under the laws that exist in the State of California.

XV. INDEPENDENT CONTRACTOR.

CITY and HBYB shall each be and act as independent contractors and under no circumstances shall this agreement be construed as one of agency or partnership between CITY and HBYB. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way other than as authorized by this Agreement. Nothing in this Agreement shall be construed to create a joint venture between the Parties hereto or to obligate either Party for debts or obligations incurred by the other Party in the performance of this Agreement.

XVI. COMPLIANCE WITH THE LAW.

Should it be determined that this Agreement or any provision hereof violates any federal, state, or local law or regulation, then the Parties shall promptly modify this Agreement to the extent necessary to bring about compliance with such law and/or regulation; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it shall be deemed cancelled by mutual agreement of the Parties and neither Party shall have any further obligations or liabilities with respect to this Agreement.

XVII. RESERVATION OF RIGHTS BY CITY.

- a. CITY reserves the right in its sole discretion at any time or times to close and suspend the use of the SITE subject to this Agreement for any duration in order to protect public health and safety. Any such closure will not constitute a breach or a default of this Agreement. CITY shall have no liability whatever to HBYB for the effect of such suspension and closure of the SITE, nor shall CITY have any responsibility to provide HBYB with substitute location(s). HBYB's rights under this Agreement are subject and subordinate to CITY's police and emergency powers in addition to CITY's rights to

manage its municipal facilities and its contractual rights as described in this Agreement.

- b. Subject to prior provisions, this Agreement is binding upon the heirs, assigns and successors of interest of the Parties.

XIII. NOTICE.

Any notice, demand, request, consent, approval or communication required to be made or given pursuant to the provisions of this Agreement may be either personally served upon the Party or deposited in the United States mail, postage prepaid.

CITY OF HERMOSA BEACH
CITY HALL
1315 VALLEY DRIVE
HERMOSA BEACH, CA 90254

THE HERMOSA BEACH YOUTH BASKETBALL LEAGUE
PO Box 115
Hermosa Beach, CA 90254

Any notices so given pursuant to the provisions of this paragraph will be deemed served twenty-four (24) hours after the deposit thereof in the United States mail.

XIV. ATTORNEYS FEES.

The Parties agree that in the event any action is instituted concerning any of the provisions of this Agreement, the prevailing party may in the discretion of the court be granted as an additional item of damages its attorneys' fees.

XVIII. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements in regard hereto. This Agreement cannot be altered or modified except by an agreement in writing signed by both Parties.

XIX. NON-DISCRIMINATION.

HBYB shall not in the management, operation, rental, use, or maintenance of the SITE discriminate against any person or group based on race, religion, color, medical condition, sex, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

[signatures on following page]

In Witness Whereof, the Parties have executed this Agreement as set forth below.

CITY OF HERMOSA BEACH

Interim City Manager, Steve Napolitano

ATTEST

APPROVED AS TO FORM

City Clerk, Myra Maravilla

Interim City Attorney, Jason Baltimore

THE HERMOSA BEACH YOUTH BASKETBALL LEAGUE

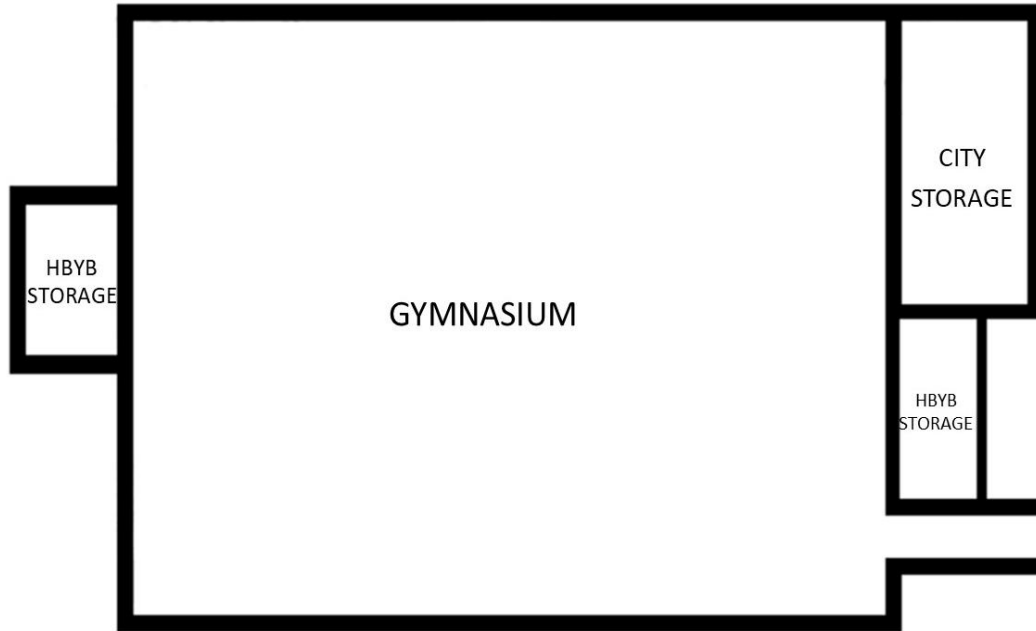
Chief Executive Officer, Daniel Madden

Secretary, Vanessa Zimmer

Exhibit A: Site Map

COMMUNITY CENTER GYMNASIUM

710 Pier Avenue, Hermosa Beach, CA 90254



CLARK COMPLEX designated outdoor practice court 861 Valley Drive, Hermosa Beach, CA 90254

