

**FACILITY USE AGREEMENT BETWEEN  
THE CITY OF HERMOSA BEACH AND THE WOMAN'S CLUB OF HERMOSA BEACH**

This Facility Use Agreement (hereinafter called "Agreement") is made and entered into on this 1<sup>st</sup> day of September, 2025, by and between the City of Hermosa Beach, a California municipal corporation (hereinafter called "CITY") and the Woman's Club of Hermosa Beach, a California nonprofit mutual benefit corporation (hereinafter called "HBWC"). CITY and HBWC 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 Clark Building located at 861 Valley Drive, Hermosa Beach, CA 90254 (hereinafter referred to as "Facility"), as depicted on the site map attached hereto as **Exhibit A** and incorporated herein by reference.
- B.** HBWC has requested and CITY is willing to make the Facility available to HBWC for its board and club meetings, and annual fundraiser event "the Pancake Breakfast", pursuant to the terms and conditions of this Agreement.

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 a period commencing on the 1<sup>st</sup> day of September 2025 and ending on the 31<sup>st</sup> day of December 2028.
- b. HBWC shall pay CITY 25% of direct costs associated with its use of the Facility, including but not limited to CITY staff time dedicated to the use of the Facility by HBWC, and use of CITY equipment such as the projector and screen. Such costs are established in the CITY's annual Master Fee Schedule. Indirect fees shall be waived.
- c. All rental payments shall be made to the CITY annually on the 1<sup>st</sup> day of September.
- d. Notwithstanding any other provision of this Agreement, both Parties reserve the right to terminate this Agreement at any time, with or without cause, upon giving 30 days written notice to the other Party as outlined in Section X.

**II. HBWC RESPONSIBILITIES.**

- a. HBWC agrees to use the Facility only for HBWC board and club meetings from 8am to 2pm on the second Wednesday of each month from September to April,

except for the month of December, and the annual pancake breakfast fundraiser event on a Friday, Saturday, and Sunday in October, and for no other purpose without the written consent of the CITY. HBWC shall, at the approval of this Agreement, provide the CITY with a schedule of any additional reservation requests that fall within the terms of the Agreement, and approval of such reservation requests shall be subject to availability of the Facility.

- b. HBWC may not assign or sublease all or any portion of the Facility.

#### CARE AND MAINTENANCE OF FACILITY.

- a. HBWC understands that the Facility is being rented in as-is condition. HBWC shall be responsible for repairs caused by HBWC's use and wear and tear.
- b. HBWC may request maintenance from the CITY, to be approved or denied based on scope and necessity. Request shall be made through the CITY website or Go Hermosa app.
- c. HBWC will immediately report all vandalism to the CITY designated liaison upon discovery.
- d. HBWC confirms its acknowledgement that all CITY properties are smoke-free facilities.
- e. HBWC shall not mark, drill, or deface any walls, ceilings, floors, wood, or iron work.
- f. HBWC shall remove refuse upon the completion of their scheduled Facility use.
- g. HBWC shall be responsible for all drain cleaning and plumbing repairs to sinks resulting from food preparation or dishwashing.
- h. HBWC confirms its acknowledgment that no signs or awnings shall be erected or maintained upon or attached to the outside of the Facility or placed in any windows.
- i. HBWC agrees to keep and maintain the Facility in good condition and to return to CITY the Facility upon completion of daily use in the same condition as when HBWC took possession of the Facility excepting reasonable wear and tear and does promise to pay CITY upon demand the reasonable sums to repair the premises in the event of a violation of this provision.
- j. HBWC is prohibited from making any alterations or performing any construction whatsoever to the Facility.

- k. HBWC shall provide emergency contact information for the party responsible for HBWC should the CITY require immediate correspondence. Contact may occur at any time.
- l. HBWC agrees to inform the City immediately of any and all identified potential safety hazards and risks associated with the Facility.

#### RULES, REGULATIONS and ORDINANCES.

- a. HBWC agrees to comply strictly with all applicable laws and the Clark Building Use Policy, which outlines the rules and regulations adopted by the City Council, attached hereto as **Exhibit B** and incorporated herein by reference.

#### INSURANCE.

- a. HBWC shall obtain and maintain at all times during the term of this Agreement a Certificate of Insurance providing personal injury and property damage liability insurance naming CITY its officers, employees, and agents as additional insured with a minimum coverage of \$2 million combined single limit coverage. Insurance is to be placed with insurers with a current AM Best's rating of no less than A: VII. Said insurance shall not be canceled or altered without thirty (30) days' notice in writing to CITY.
- b. HBWC insurers shall be primarily responsible for all liability resulting from or arising out of the performance of this Agreement, and CITY and their insurers shall not be required to contribute.
- c. For insurance purposes, the Facility shall be defined to include all areas occupied or affected by HBWC's activities, as depicted in **Exhibit A**.

#### INDEMNITY and ASSUMPTION OF RISK.

- a. HBWC shall hold harmless and indemnify the CITY, its officers, agents and employees from every claim or demand which may be made by reason of any injury and/or death to persons and/or injury to property caused by any direct or indirect act or any omission of HBWC, its officers, agents and employees arising out of Lessee's use of the premises. HBWC, at its own cost, expense and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the CITY on any such claim or demand and pay or satisfy any judgment that may be rendered against the CITY on any such action, suit, or legal proceedings as a result hereof.
- b. CITY shall hold harmless and indemnify HBWC, its officers, agents and employees from every claim or demand which may be made by reason of any injury and/or death to persons and/or injury to property caused by any direct or indirect act or any omission of the CITY, its officers, agents and employees arising out of the CITY's

use of the premises. CITY, at its own cost, expense, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against Lessee on any such claim or demand and pay or satisfy any judgment that may be rendered against the Lessee on any such action, suit, or legal proceedings as a result hereof.

### **III. CITY RESPONSIBILITIES.**

- a. CITY shall provide HBWC a designated liaison from the Community Resources Department to serve as the designated contact. All decisions of a CITY designee shall be final with respect to any issues that involve compliance with this Agreement as well as any issues that directly and/or adversely impact the community. Said CITY designee shall consult with the designated representative of HBWC and it shall be the goal of both Parties to reach mutual agreement on matters related to this Agreement.
- b. CITY shall provide four (4) parking passes for parking spaces adjacent to the Facility for HBWC to use during approved rental reservation times.
- c. CITY shall provide one lockable storage cart located in the kitchen storage area of the Facility. The cart may be used to store HBWC supplies. No food items may be stored. CITY will not provide additional storage outside of the designated storage cart.
- d. CITY shall provide HBWC with access to the Facility only during HBWC's reserved Facility use time.

### **CARE AND MAINTENANCE OF FACILITY.**

- a. CITY has no duty or obligation to reconstruct the Facility in the event of destruction or partial destruction of the Facility. CITY, at its option, may reconstruct or repair the Facility, whereupon this Agreement shall remain in full force and effect except that no rent will be owing to CITY during said period of reconstruction or repair if such reconstruction or repair interferes with the tenancy created herein to the extent that the Facility cannot be used for the purposes intended. In the event CITY, at its sole discretion, determines not to reconstruct or repair the Facility, then either Party at its option may cause this Agreement to be terminated and neither Party shall have any liability to each other.

### **IV. DEFAULT.**

- a. Should HBWC 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.

**V. INDEPENDENT CONTRACTOR.**

- a. CITY and HBWC 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 HBWC. 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.

**VI. COMPLIANCE WITH THE LAW.**

- a. 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.

**VII. 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 Facility 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 HBWC for the effect of such suspension and closure of the Facility, nor shall CITY have any responsibility to provide HBWC with substitute location(s). HBWC'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.

**VIII. ENTIRE AGREEMENT.**

- a. 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.

**IX. ATTORNEYS FEES.**

- a. 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.

**X. NOTICE.**

- a. 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

WOMAN'S CLUB OF HERMOSA BEACH  
PO Box 43  
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.

- XI. NON-DISCRIMINATION.** Lessee shall not in the management, operation, rental, use, or maintenance of the premises 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

\_\_\_\_\_  
Mayor, Rob Saemann

\_\_\_\_\_  
Interim City Manager, Steve Napolitano

\_\_\_\_\_  
ATTEST  
City Clerk, Myra Maravilla

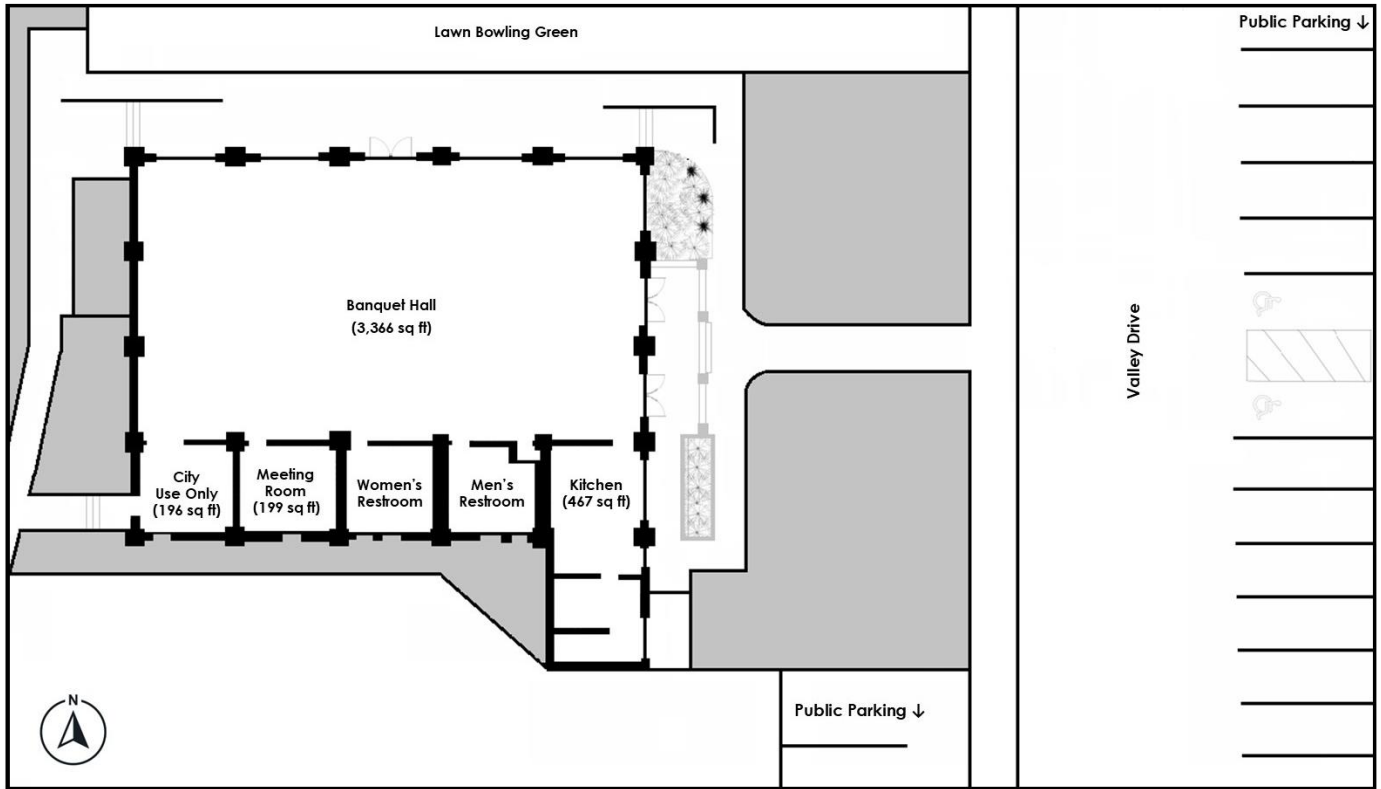
\_\_\_\_\_  
APPROVED AS TO FORM  
Interim City Attorney, Todd Leishman

WOMAN'S CLUB OF HERMOSA BEACH

\_\_\_\_\_  
President, Mindy Ligos

\_\_\_\_\_  
1<sup>st</sup> Vice President, Betsy Rubino

**EXHIBIT A: SITE MAP**





## EXHIBIT B: CLARK BUILDING USE POLICY



# **CLARK BUILDING USE POLICY**

City of Hermosa Beach • Community Resources Department

710 Pier Avenue, Hermosa Beach, CA 90254

(310) 318-0280 [hbconnect@hermosabeach.gov](mailto:hbconnect@hermosabeach.gov)

The Clark Building was renovated in 2025 and is located at 861 Valley Drive. The 5,119 sq. ft. art deco facility provides a banquet hall and a variety of spaces and amenities, which users may select a la carte, such as a kitchen, meeting room, stage, podium, audio system, and projector and screen. Tables and chairs are included with all reservations. This historic building can accommodate social and business events, celebrations, or gatherings of various sizes.

### **RULES AND REGULATIONS**

1. Hours of operation: Sunday through Thursday 8:00am to 10:00pm and Friday and Saturday 8:00am to 11:00pm.
2. The Clark Building's reservation rate includes the banquet hall, restrooms, and tables and chairs. The podium is available by request at no additional cost to the reservation holder. The kitchen, meeting room, stage, audio system, and projector and screen are available by request at a cost to the reservation holder.
3. All activities related to the reservation must remain within City approved reserved spaces within the Clark Building. The reservation does not include the use of the adjacent outdoor spaces or lawns unless approved by the City.
4. The maximum assembly occupancy of the banquet hall is 200 persons. The maximum occupancy may vary depending on the event layout.
5. The maximum assembly occupancy of the meeting room is 12 persons. The maximum occupancy total may vary depending on the event layout.
6. No smoking is permitted at any public location within the City of Hermosa Beach.
7. Open flame, propane cooktops, and pyrotechnics, of any kind, are strictly prohibited.
8. Decorative materials of an explosive or highly flammable character shall not be used.
9. Painter tape may be used to secure decorative items to the facility. Other tape or other adhesive, nails, screws, tacks, or pins to secure materials or objects to the facility's fixtures may not be used.
10. Glitter, confetti, rice, or birdseed may not be used. Flower petals are permissible.
11. Foil, "metalized," or Mylar balloons may not be used.
12. The release of any balloons is prohibited.
13. No storage is provided. All items associated with the reservation must arrive during the approved reservation time and must leave the building at the conclusion of the reservation.
14. A reservation with groups composed of minors must be supervised by an adult over the age of 21 for each 10 minors.
15. Parking is extremely limited within the City of Hermosa Beach. Adjacent public parking lots are available. The City shall consider requests for reserved parking for reservations should the request not exceed more than four parking spaces at an additional cost to the reservation holder.
16. The reservation holder is responsible for the conduct of all persons associated with the reservation and must be in attendance for the duration of the party or designate an alternate to represent the reservation.
17. The reservation holder is responsible for conducting an orderly event and at the conclusion of the reservation must leave the facility in its original state. The reservation holder's clean-up responsibilities include but are not limited to, clearing tables, chairs, surfaces, and floors of all products, equipment, or trash associated with the reservation, and the placement of any trash into designated containers. This must be completed promptly within the approved reservation time.

## **STAFFING AND SECURITY**

1. The City's Monitor is assigned to oversee the facility during all reservation times unless otherwise approved by the City.
2. The City's Monitor is assigned to specific duties and is not responsible for any tasks associated with reservation, other than the set-up and teardown of tables, chairs, and the podium or stage if requested.
3. The City's Audiovisual (AV) Technician is assigned to specific duties related to the setup and operation of the projector and screen, and audio system only. The AV Technician is the only one permitted to operate such equipment.
4. At the beginning of each reservation, the reservation holder or a designated representative is required to check in and check out with the Monitor by signature.
5. Reservation holders are required to schedule break times with City staff if the reservation exceeds five hours. Both parties will agree on this scheduled time to provide the least impact on the reservation.
6. City staff is not authorized to sign or accept any deliveries pertaining to the reservation. Any deliveries must be handled by the reservation holder within the reservation time.
7. The City reserves the right to assign additional City staff, Police, or Fire Personnel, or require the reservation holder to provide Security Guards to ensure a smooth and safe event. Additional costs will be the responsibility of the reservation holder.

## **AMPLIFIED SOUND**

1. Reservation holders may request the use of the City's audio system or the approval to bring in its own audio system or disc jockey for the purpose of giving instructions, directions, lectures, or transmitting music.
2. Amplified sound shall only be permitted between the hours of 9:00am to 9:00pm on Sunday through Thursday and 9:00am to 10:00pm on Friday and Saturday.
3. If approved, reservation holders are required to obtain an Amplified Sound Permit at an additional cost to the reservation holder.

## **FOOD AND BEVERAGES**

1. The reservation holder is responsible for and required to provide all equipment necessary for food and beverages associated with the reservation.
2. Alcoholic beverage service may only be considered for approval with the reservation in the case that the reservation holder:
  - a. Hires an Alcoholic Beverage Control (ABC) licensed caterer.
    - i. The City must be provided with a copy of the Type 58 caterer's permit or the Type 91 beer manufacturer's caterer permit.
  - b. The reservation holder is an existing nonprofit organization with a valid tax I.D. number and is approved for a Daily License Authorization through the filing of Form ABC-221 through the Department of Alcoholic Beverage Control.
    - i. The City must be provided with a copy of the Daily License.
3. Alcohol service shall be permitted through 9:00pm.
4. Reservation holders approved to use the kitchen will be provided with a 'Clark Building Kitchen Use Manual' to outline specific rules and regulations pertaining to its use.
5. All businesses providing catering must obtain a business license or have one on file with the City of Hermosa Beach.
6. Reservation holders planning to cater are encouraged to choose a Hermosa Beach-based business.
7. Reservation holders with reservations on Fridays and Saturdays may qualify for a 5% discount on hourly reservation rates should they hire a Hermosa Beach based ABC licensed caterer and/or business for catering services.
8. Reservation holders are prohibited from utilizing single-use plastics (including but not limited to plastic cups, straws, utensils, bags) and polystyrene products. Alternatives include compostable, glass, porcelain, stainless steel, wood, or other eco-friendly materials.

## **AMENITIES**

1. The use of tables and chairs is included in the reservation rate. Table and chair options are provided in Exhibit A. Linens are not included.
2. An event layout must be selected at least one week prior to the reservation with the specific table and chair placement, as well as the podium and stage if requested. City staff will set up the facility according to the layout in advance of the reservation start time.
3. If upon arrival, the setup needs to be modified, the reservation holder shall not move any equipment. The Monitor will modify the setup as needed to a reasonable extent.
4. Reservation Holders must select their tables and chairs through the options available in Exhibit A and are not permitted to provide their own tables or chairs.
5. Internet access will be made available to the reservation holder.
6. If the reservation holder is requesting the use of the audio system, podium, and/or projector and screen, City staff will reach out at least one week prior to the reservation to discuss the reservation holder's audiovisual needs.
7. Amenities shall not be removed from the facility.
8. The reservation holder will be responsible for any missing, damaged, or vandalized equipment.

## **SCHEDULE CHANGES, CANCELLATIONS, AND PAYMENT PROCEDURES**

1. Reservations may be made up to one year in advance.
2. The application fee and security deposit must be received with the application.
3. All remaining fees are due two weeks prior to the reservation date. If the reservation includes several reservation dates on an ongoing month to month basis, the reservation holder will be invoiced on the last Monday of each month for the entirety of the upcoming month's reservation fees. Invoices must be paid within 72 hours from the time the invoice was sent. Failure to pay may result in the cancellation of the reservation(s).
4. Any schedule changes or cancellations must be made in writing by the 15th of the month prior to the month in which the reservation date the reservation holder is requesting a change or cancellation for is scheduled to take place. Schedule changes received after the 15th of the month prior are not guaranteed. Cancellations received after the 15th of the month prior will forfeit the security deposit.
5. Any damage, loss of City equipment, or excess time spent by the reservation holder or by City staff to ensure adequate clean-up is completed will be retained from the security deposit. If the total exceeds the amount of the security deposit, the reservation holder will be billed.
6. Any fees incurred by the City in connection with clean-up activities and associated repairs as a result of the reservation will be retained from the security deposit. If the total exceeds the amount of the security deposit, the reservation holder will be billed.
7. Any policy violations may result in a loss of the security deposit.
8. Under any circumstance, the City has the right to cancel any reservation. Although very rare, unforeseen circumstances may arise, preventing the City from fulfilling the obligations of the reservation.

## **INSURANCE**

Applicant agrees to furnish the City of Hermosa Beach with evidence of comprehensive general liability insurance in the form of a certificate naming "the City of Hermosa Beach, its officers, agents, volunteers, and employees as additional insureds." This exact verbiage is required. Applicant shall notify the City at least thirty (30) days prior to the termination, reduction, cancellation, suspension, modification, or expiration of the policy. Notwithstanding the foregoing, Applicant shall maintain insurance coverage meeting the standards outlined in this Section at all times during the term of the activity or activities for which Applicant submitted its application, as reflected in and permitted by this Agreement. All certificates are subject to the approval of the City's Risk Manager.

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including property damage, bodily injury, death, and personal and advertising injury with limits no less than two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement, or the general aggregate limit shall be twice the required occurrence limit. The City reserves the right to request greater or lesser amounts of insurance coverage.

**If the use includes athletic activities**, Applicant shall provide evidence that the commercial general liability insurance includes coverage for injuries to athletic participants and participant accident insurance.

If the Applicant 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. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**ADDITIONAL INSURANCE REQUIREMENTS FOR EVENTS WITH CATERING AND ALCOHOL**



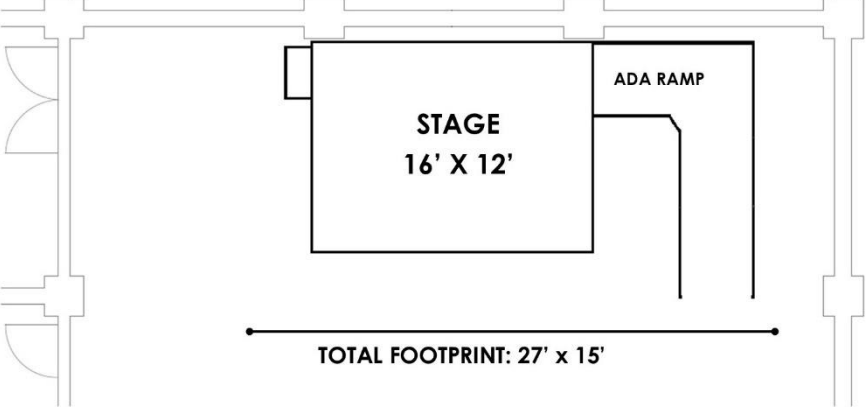
**If the use includes the sale of alcohol**, Applicant shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate for events where alcohol is sold.

For events where **alcohol is served but not sold to event attendees**, Applicant shall submit liquor host liability coverage.

**If Applicant contracts with a third-party service provider for catering and/or alcohol services**, Applicant will require the service provider to procure and maintain, at its sole cost and expense, comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate, and if applicable, liquor liability coverage in an amount not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate, or other lines of coverage the City requires. Both City and Applicant shall be endorsed as additional insureds under the service provider's liquor liability coverage.

Proof of all coverage shall be submitted to the City for review at least 30 days prior to the event date.

**CLARK BUILDING AMENITIES – EXHIBIT A**

AMENITY	SPECIFICATIONS	
<p><b>TABLES</b></p>	<p><b>Round tables</b></p> <ul style="list-style-type: none"> <li>• Seats 6-8</li> <li>• Textured black top, black legs</li> <li>• 30 Available</li> <li>• 60"(D) x 29"(H)</li> </ul> <p><b>Rectangular tables</b></p> <ul style="list-style-type: none"> <li>• Seats 4-6</li> <li>• Textured black top, black legs</li> <li>• 30 Available</li> <li>• 72"(L) x 30"(W) x 29"(H)</li> </ul>	
<p><b>CHAIRS</b></p>	<p><b>Chivari Chairs</b></p> <ul style="list-style-type: none"> <li>• White</li> <li>• Seat Cushions Optional</li> <li>• 200 Available</li> </ul> <p><b>Grand Chairs</b></p> <ul style="list-style-type: none"> <li>• Champagne</li> <li>• 200 Available</li> </ul>	
<p><b>STAGE</b></p>	<ul style="list-style-type: none"> <li>• Americans with Disabilities Act (ADA) Ramp</li> <li>• 16' (L) X 12' (W) X 12" (H)</li> </ul>	

**CLARK BUILDING AMENITIES – EXHIBIT A CONTINUED...**

AMENITY	SPECIFICATIONS	
<p><b>PODIUM</b></p> <ul style="list-style-type: none"> <li>• Lectern</li> <li>• Standing or Seated Position</li> <li>• ADA compatible</li> </ul>		
<p><b>AUDIO SYSTEM</b></p> <ul style="list-style-type: none"> <li>• Built-in System</li> <li>• Bluetooth and RCA 3.5mm Inputs</li> <li>• Wireless Microphone</li> </ul>		
<p><b>PROJECTOR</b></p> <ul style="list-style-type: none"> <li>• Panasonic PT-REZ80 ET0C1U100</li> <li>• Ceiling Mounted</li> <li>• Remote Control Operated</li> </ul>		
<p><b>SCREEN</b></p> <ul style="list-style-type: none"> <li>• Wall Mounted</li> <li>• 116" (L) x 65" (W)</li> </ul>		