

**FACILITY USE AGREEMENT
BETWEEN
THE CITY OF HERMOSA BEACH AND THE HERMOSA GARDEN CLUB**

This Facility Use Agreement (hereinafter called "Agreement") is made and entered into on this 27th day of January, 2026, by and between the City of Hermosa Beach, a California municipal corporation (hereinafter called "CITY") and the Hermosa Garden Club, an unincorporated association (hereinafter called "HGC"). CITY and HGC 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 Community Center located at 710 Pier Avenue, Hermosa Beach, CA 90254 (hereinafter referred to as "CC"), as depicted on the site map attached hereto as **Exhibit A** and incorporated herein by reference.
- B.** 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 "CLARK"), as depicted on the site map attached hereto as **Exhibit B** and incorporated herein by reference. CC and CLARK are sometimes collectively referred to as "Facilities."
- C.** HGC has requested, and CITY is willing to make the CC available to HGC for its board meetings, and CLARK available for its annual fundraiser event, "the Plant Sale", 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 27th day of January, 2026 and ending on the 30th day of June, 2028.
- b. HGC fees shall be waived for all direct and indirect costs associated with its use of the CC including but not limited to CITY staff time dedicated to the use of the CC by HGC, and use of CITY equipment. Such costs are established in the CITY's annual Master Fee Schedule.
- c. HGC shall pay CITY 25% of direct costs associated with its use of CLARK, including but not limited to CITY staff time dedicated to the use of CLARK by HGC, 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.
- d. All rental payments shall be made to the CITY annually on the 1st day of September.

- e. 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 thirty (30) days written notice to the other Party as outlined in Section X.

II. HGC RESPONSIBILITIES.

- a. HGC agrees to use a room at the CC only for HGC Board Meetings from 12pm to 3pm on the second Tuesday of each month from September to June. HGC agrees to use CLARK only for the Annual Plant Sale Fundraiser Event on the first Saturday in May and for no other purpose without the written consent of the CITY. HGC 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 CC and CLARK.
- b. HGC may utilize the exterior area of the Clark Building, including the lawn, for event activities.
- c. HGC may not assign or sublease all or any portion of the Facilities.

CARE AND MAINTENANCE OF FACILITIES.

- a. HGC understands that the Facilities are being rented in as-is condition. HGC shall be responsible for repairs caused by HGC's use and wear and tear.
- b. HGC 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. HGC will immediately report all vandalism to the CITY-designated liaison upon discovery.
- d. HGC confirms its acknowledgement that all CITY properties are smoke-free facilities.
- e. HGC shall not mark, drill or deface any walls, ceilings, floors, wood, or iron work.
- f. HGC shall remove refuse upon the completion of their scheduled use.
- g. HGC shall be responsible for all drain cleaning and plumbing repairs to sinks resulting from food preparation or dishwashing.
- h. HGC confirms its acknowledgment that no signs or awning shall be erected or maintained upon or attached to the outside of the Facilities or placed in any windows.

- i. HGC agrees to keep and maintain the Facilities in good condition and to return to CITY the Facilities upon completion of daily use in the same condition as when HGC took possession of the Facilities 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. HGC is prohibited from making any alterations or performing any construction whatsoever to the Facilities.
- k. HGC shall provide emergency contact information for a party responsible for HGC should the CITY require immediate correspondence. Contact may occur at any time.
- l. HGC agrees to inform the City immediately of any and all identified potential safety hazards and risks associated with the Facilities.

RULES, REGULATIONS and ORDINANCES.

- a. HGC 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 C** and incorporated herein by reference.

INSURANCE.

- a. HGC 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. HGC 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 Facilities shall be defined to include all areas occupied or affected by HGC's activities, as depicted in **Exhibit A and Exhibit B**.

INDEMNITY and ASSUMPTION OF RISK.

- a. HGC 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 HGC, its officers, agents and employees arising out of Lessee's use of

the premises. HGC, 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 HGC, 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 HGC 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 HGC 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 CLARK for HGC to use during approved rental reservation times.
- c. CITY shall provide HGC with access to the Facilities only during HGC's reserved Facilities use time.

CARE AND MAINTENANCE OF FACILITIES.

- a. CITY has no duty or obligation to reconstruct the Facilities in the event of destruction or partial destruction of the Facilities. CITY, at its option, may reconstruct or repair the Facilities, 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 Facilities cannot be used for the purposes intended. In the event CITY at its sole discretion determines not to reconstruct or repair the Facilities then either Party at its option may cause this Agreement to be terminated and neither Party shall have any liability each to each other.

IV. DEFAULT.

- a. Should HGC 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 HGC 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 HGC. 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 Facilities 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 HGC for the effect of such suspension and closure of the Facilities, nor shall CITY have any responsibility to provide HGC with substitute location(s). HGC'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

HERMOSA GARDEN CLUB
PO Box 782
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

City Manager, Steve Napolitano

ATTEST
City Clerk, Myra Maravilla

APPROVED AS TO FORM
Interim City Attorney, Jason Baltimore

HERMOSA GARDEN CLUB

Hermosa Garden Club Parliamentarian
Alexis Slafer

Hermosa Garden Club President
Betty Starr

EXHIBIT A: COMMUNITY CENTER SITE MAP

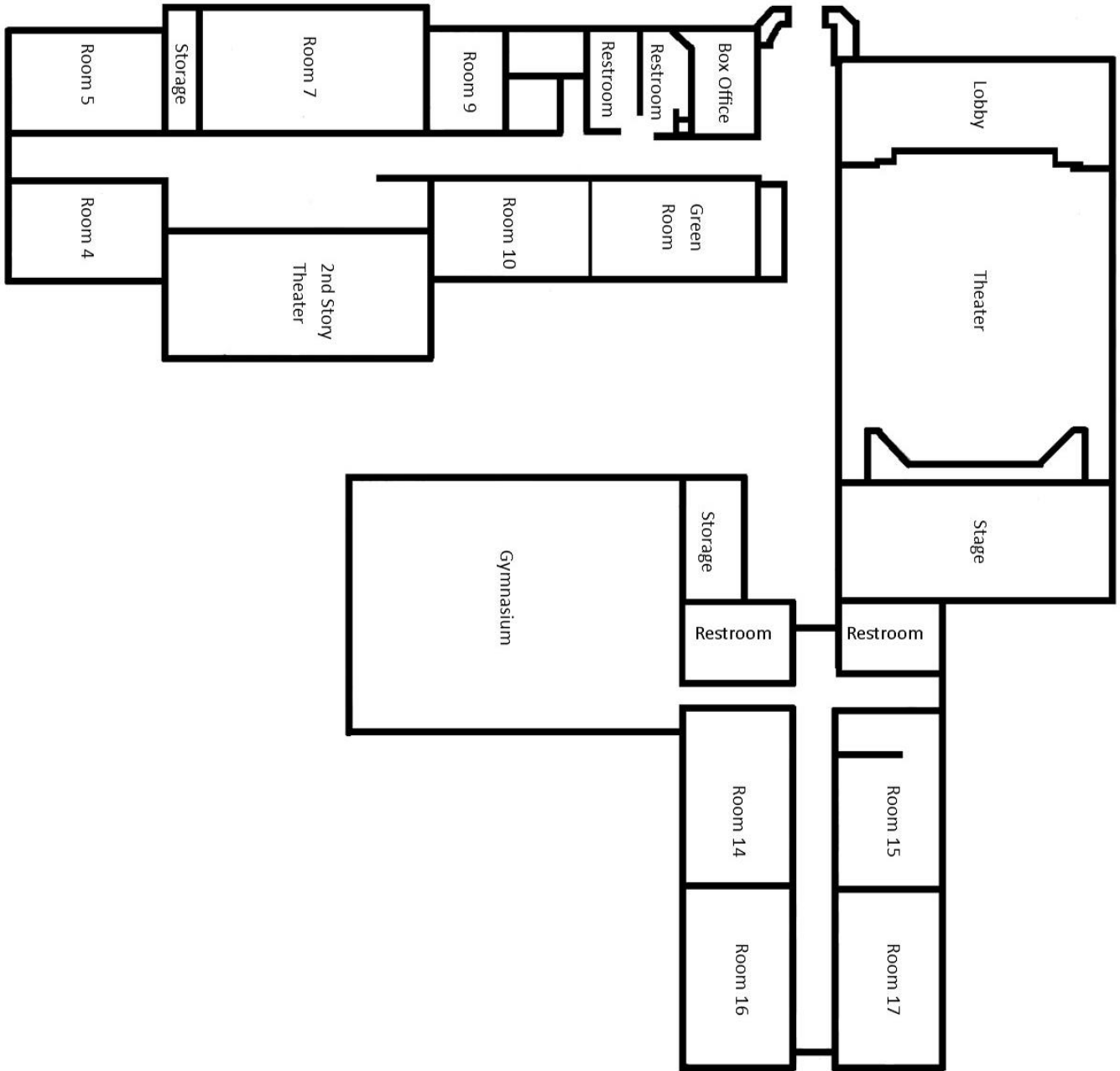


EXHIBIT B: CLARK SITE MAP

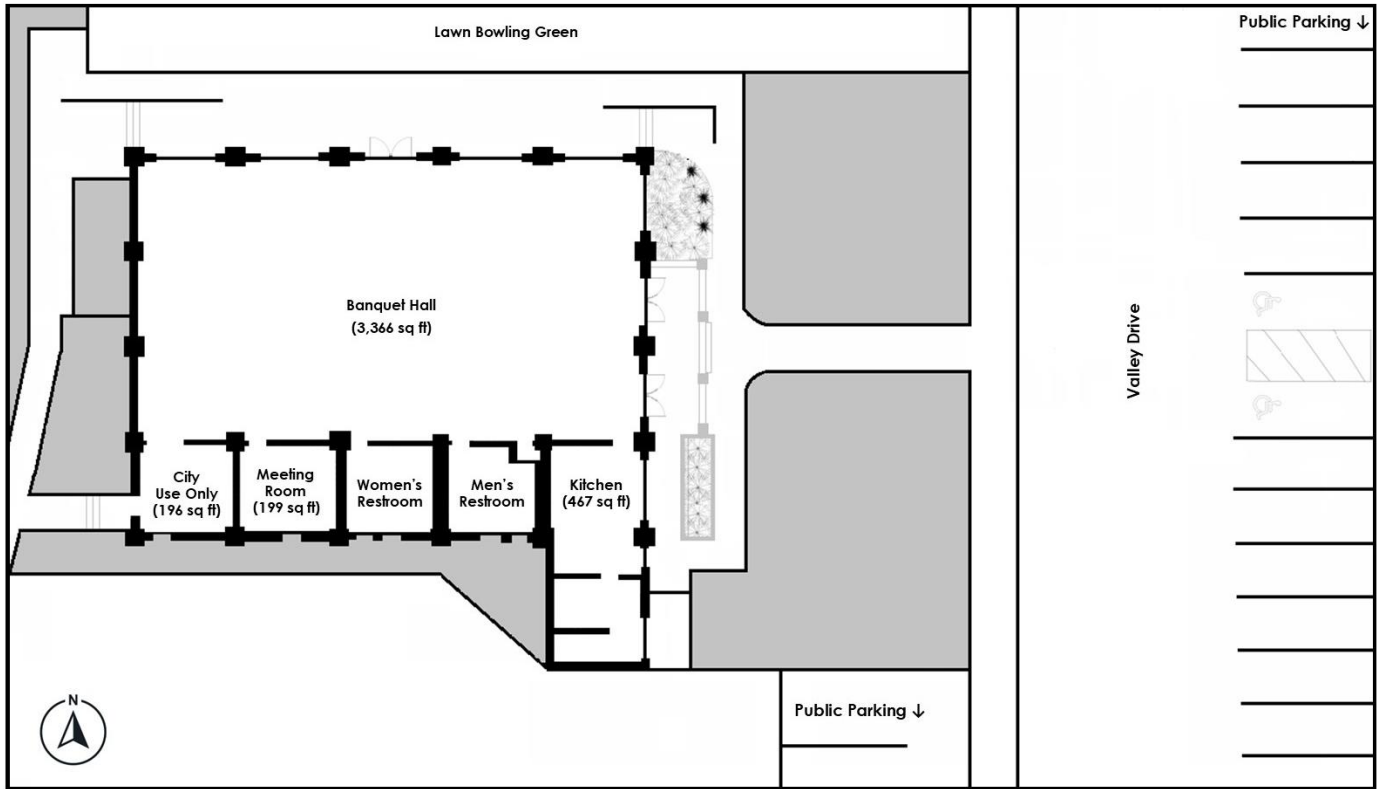


EXHIBIT C: CLARK BUILDING USE POLICY



CLARK BUILDING USE POLICY

City of Hermosa Beach • Community Resources Department

710 Pier Avenue, Hermosa Beach, CA 90254

(310) 318-0280 hbconnect@hermosabeach.gov

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



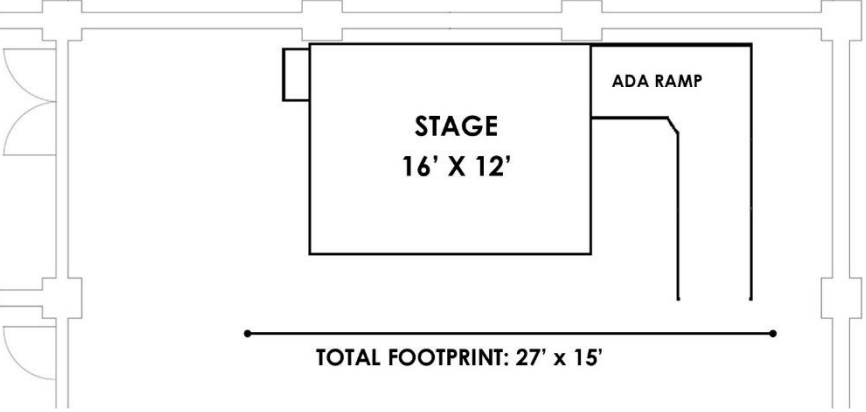
If the use includes the sale of alcohol, Applicant shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate for events where alcohol is sold.

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

CLARK BUILDING AMENITIES – EXHIBIT A CONTINUED...

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