

2011 DEL MAR PLAZA
FACILITY USE LICENSE AGREEMENT
LICENSE AGREEMENT

Made this _____ day of _____, 20____ by and between Del Mar Plaza, GLL BVK Properties 2007 L.P., A Delaware limited partnership, GLL BVK General Partner, Inc., with its authorized agent Madison Marquette (Collectively referred to herein as "DMP") and _____("Licensee"), having an address at _____.

DMP hereby grants a license to Licensee to use the _____ situated at _____ between the hours of _____ and _____ on the _____ day of _____, 20____, under the Application and License Agreement Conditions of Use below.

CONDITIONS OF USE

1. **Consideration/Payments.** In consideration of the above, Licensee agrees to pay to DMP a damage deposit in the amount of \$_____, due on or before _____, 20__; and a usage fee of \$_____, due on or before _____20_____.

All checks should be made payable to _____. Damage deposit will be returned upon inspection within 2 weeks after event date.

2. **Insurance.** Licensee hereby acknowledges and represents that it maintains a policy of General Liability and Property damage insurance in the amount of not less than Two Million dollars \$2,0000,0000 per aggregate / One Million Dollars \$1,000,000 per Occurrence for events held at DMP.

Licensee shall furnish certificates thereof to DMP naming Del Mar Plaza (office name), Its officers, directors, agents, employees, shareholders and any other party reasonably designated by DMP as an additional insured and loss payee.

If such certificate is not supplied with seven business days following the execution of this Licensee Agreement, DMP may terminate this Agreement in which event all fees shall be prompt returned to Licensee.

Lapse or cancellation of the required insurance shall be an immediate and automatic breach of this Agreement.

3. **Compliance.** Licensee agrees to comply with all applicable City, County, State and Federal laws, ordinances, regulations, and rules, including those relating to public health, sanitation, and safety.

4. **General Indemnity.** The Licensee hereby agrees to indemnify and hold harmless DMP, its employees and agents, from and against any and all losses, damages, claims, demands or liability of any kind or nature whatsoever, including without limitation legal expenses, arising out of possession, use, including but not limited to, injury, death, property damage, or fines or penalties resulting from the violation by the Licensee of any applicable law. DMP shall have the right to tender the defense of any such claims to the Licensee, or to elect to defend such claims with counsel of DMP's choice. The Licensee agrees to cooperate, at its own expense, with DMP in the defense of such claims.
5. **Responsibility.** It is agreed that DMP shall not be held responsible for losses incurred by Licensee in the event of DMP's inability to fulfill this contract because of strikes, failure of power or catastrophe of any description beyond its control.
6. **ADA.** Licensee shall be solely responsible for ensuring that Licensee's programs, presentations and/or other activities conducted on DMP's premises are accessible to persons with disabilities as required by the Americans with Disabilities Act, the Rehabilitation Act and other federal, state and/or local laws, rules and regulations. This includes, but is not limited to, responsibility for providing auxiliary aids and services (such as interpreters, Braille programs, etc.) for the participants or guests of Licensee as well as for assuring that Licensee's displays or any other audio or visual materials are accessible to persons with disabilities.
7. **ADA Indemnity.** The Licensee expressly indemnifies and holds harmless and agrees to defend DMP from any and all liability (known or unknown) under the Americans with Disabilities Act, the Rehabilitation Act and other federal, state or local laws, rules and regulations prohibiting discrimination against persons with disabilities arising out of the usage of DMP Facilities under this Agreement by Licensee, its employees and invitees, including all damages, attorney's fees, court costs and settlements or compromises made by DMP.
8. **Use.** Licensee shall use the DMP Facilities only for the purposes set forth in the Application. The Del Mar Plaza is authorized to refuse the use of the DMP Facilities, or any portion thereof, to any person whose use, in the sole judgment of the Del Mar Plaza, would constitute a hazard to the health and safety of the person or others, including protecting the property.
 - a. **Set-Up/Clean-Up.** Licensee shall be solely responsible for all set-ups and clean up of DMP Facilities used by Licensee before, during, and after Licensee's event. The DMP Facilities must be paid for by the hour, including setup and clean-up time. Licensee must clean the DMP Facilities after the event and leave the facility in the same condition as when arrived (clean, orderly, and without damage). All trash must be removed from the event site and not placed in DMP Facility waste receptacles. Security deposit will be withheld if facility is not returned in same condition as when Licensee arrived (clean, orderly, and without damage).

- b. **Equipment/Furniture.** Licensee does not guarantee DMP furniture and equipment for use. Licensee is responsible for renting all furniture and equipment for event.
- c. **Inspection.** DMP Management shall have the privilege of inspecting the DMP Facilities covered by this license at any or all times.
- d. **Alcohol.** An ABC approved day use permit is required for all events serving alcohol with copy of permit provided to DMP Management 2 weeks prior to event day with plan for compliance with all ABC permits and conditions.
- e. **Parking.** Licensee must pay \$ _____ for parking spaces in the DMP garage. For events of over 100 attendees, Licensee to provide Parking Plan for additional off-site parking. Loading zones may be used only when actively loading or unloading, NO EXCEPTIONS. Vendors & limousines must not block driveways or garage. Adhere to Parking Signage - vehicles may be cited & towed.
- f. **Music.** Music may not be amplified and must end on or before 9PM for the DMP Ocean Deck and 8PM for the DMP Back Deck. DMP has preferred musician list.
- g. **Security.** Licensee is required to provide independent security for event as deemed appropriate and approved by DMP.
- h. **Smoking.** Smoking is not allowed on any of the DMP Facilities.
- i. **Decorations.** Decorations must be freestanding and NOT stapled, taped, or anchored on or to any wall, or scattered on any floor or plant. All decorations must be removed upon conclusion of the event. ABSOLUTELY NO flower petals, rice, seeds, confetti, loose sand, or bubbles are to be thrown or dispersed on the DMP Facilities. Fireworks and fog machines are prohibited. Candles must be enclosed in a votive or hurricane-glass covering. No items may be left overnight.
- j. **Preferred Caterers.** Catering at DMP Facilities will only be provided by the following DMP restaurants unless otherwise approved in writing by the DMP:

- **Del Mar Rendezvous**
- **Flavor Del Mar**
- **Harvest Ranch**
- **Il Fornaio**
- **Pacifica Del Mar/Pacifica Breeze Cafe**
- **SHIMBASHI Izakaya**
- **Smashburger**
- **Sunset Yogurt & Ice Cream**

9. **Recordings and Photographs, Occupancy.** No recordings may be made or pictures taken on DMP premises without prior arrangements of DMP. Occupancy of the DMP Facilities shall not exceed the specified capacity, and all aisles and exits must be kept clear.

10. **Cancellation Fees Apply.** When the Licensee cancels an event in writing after both parties execute this License Agreement, only one-half (50%) of the DMP Facilities Fee will be refunded along with the full Damage Deposit. Special events cancelled due to inclement weather may be given the opportunity to reschedule at a later date, depending on availability. DMP reserves the right to determine the severity of inclement weather and the opportunity to reschedule the special event. DMP may cancel a special event based on severe weather, or for other emergent reasons. A full refund will be provided for events cancelled by DMP.

11. **No Permit Alteration.** No alteration or variation of the terms of this License shall be valid unless made in writing and signed by the parties hereto.

LICENSEE

By

 Authorized Signature

 Title

 Date

LICENSOR

DEL MAR PLAZA

The Del Mar Plaza (GLL BVK Properties 2007 L.P., A Delaware limited partnership

By GLL BVK General Partnership, Inc.)

By Its' Authorized Agent:

 Michael Hull/Vice President of Management Services, CPM Madison Marquette

 Date

Facility Use Fee \$ _____

Damage Deposit \$ _____

Paid \$ _____

Date Paid _____