

**DHSP Tennis Stadium Addendum
(Event License Agreement – Legends Plaza + Parking Lot 15)**

THIS DHSP TENNIS STADIUM ADDENDUM (this “**Addendum**”) is entered into between Anschutz Southern California Sports Complex, LLC (“**Licensor**”) and the City of Carson (“**Licensee**”), and made a part of that certain Event License Agreement dated _____, 2022 by and between Licensor and Licensee (the “**ELA**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the ELA.

WHEREAS, Licensor is the owner and operator of (i) that certain outdoor plaza known as “Legends Plaza” and (ii) that certain parking lot known as “Parking Lot 15”, each located at DHSP, as set forth in greater detail on Schedule 1 hereto (the “**DHSP Ancillary Areas**”).

WHEREAS, Licensee has determined that the DHSP Ancillary Areas are suitable for the presentation of certain Event-related activities (specifically, a community festival featuring local food vendors and cultural performances) prior to the Production (the “**Event Activities**”), and Licensee desires to present the Event Activities at the DHSP Ancillary Areas. For purposes of the ELA, the Event Activities shall be deemed part of the Production/Event.

NOW THEREFORE, in consideration of the terms and provisions of this Addendum, the ELA and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Incorporation into ELA. The terms of this Addendum are hereby incorporated into and made a part of the ELA. Except to the extent specifically set forth in or modified by this Addendum, the terms of the ELA shall control with respect to Licensee’s use of the DHSP Ancillary Areas (including, without limitation, Sections 15, 16, and 26, as well as Annex A to the ELA), and Licensee agrees to adhere to all terms and conditions of the ELA as it relates to its presentation of the Event Activities at the DHSP Ancillary Areas.
2. Data Sheet. The Data Sheet attached hereto as Schedule 2 shall apply to Licensor’s license of the DHSP Ancillary Areas to Licensee for the Event Activities. As it relates to the Event Activities and the DHSP Ancillary Areas, references in the ELA to the “Data Sheet” shall refer to the Data Sheet attached hereto.
3. Use of the DHSP Ancillary Facilities. Licensor hereby licenses to Licensee so much of the facilities of the DHSP Ancillary Areas which Licensor deems necessary in its reasonable discretion for the proper presentation of the Event Activities, and Licensee hereby agrees to present the Event Activities in the DHSP Ancillary Areas on the dates and at the times set forth in the Data Sheet attached hereto. For purposes of the ELA, the DHSP Ancillary Areas shall be considered part of the DHSP Facilities.
4. Admission to Event Activities. Licensor and Licensee acknowledge and agree that attendees of the Event Activities shall not be required to purchase a ticket or pay any other fee in order to be admitted to the Event Activities. Therefore, all references to tickets in the ELA, and all provisions related thereto, shall be inapplicable to the Event Activities.
5. Parking. Licensee acknowledges that costs associated with parking at DHSP will be based on then-existing regular parking rates.

6. Base License Fee; Event Expenses.

a. Licensor shall waive the base license fee in connection with the Event Activities (the “Base License Fee”).

b. Notwithstanding Section 6(a), Licensee shall be responsible for paying, or causing its third-party production company to pay, any and all event expenses (“**DHSP Ancillary Areas Event Expenses**”). DHSP Ancillary Areas Event Expenses shall include, collectively: a reasonable number of ushers, operations staffing, tenting, power and water distribution and access, event crew, catering, audio visuals, housekeeping, janitors/matrons, medical/first aid, security, police and fire personnel as determined by Licensor in its sole discretion (including any additional security or police in excess of the number traditionally provided for similar events previously held at the DHSP Ancillary Areas, if requested by Licensee or determined by Licensor in its sole discretion based on production information for the Event Activities (including additional or special deployments, trucks or buses)), cleaning of the DHSP Ancillary Areas before and after the Event Activities, conversion, power and miscellaneous expenses as reasonably determined by Licensor, staffing overtime, additional staff for private parties and/or functions used in conjunction with the Event Activities, advertising, group sales, e-mail campaigns, sound and lighting equipment), loaders, wardrobe, broadcast fees or staffing and any costs and expenses associated with production (e.g., sound, lighting, temporary design and construction, etc.) and broadcast of the Event Activities (it being agreed that Licensor shall have no obligation to incur or advance any such production or broadcast costs or expenses), equipment rentals, videoboard use or staffing, camera operators, ASCAP/BMI/SESAC or similar music royalties, performer and presenter costs, the admissions tax imposed by the City or other applicable taxes or fees imposed by governmental authorities, and any other related expense including but not limited to, any and all box office credit card fees or expenses (if applicable). To the extent that DHSP Ancillary Areas Expenses are not direct out-of-pocket, they shall be at a rate consistent with industry practice for the presentation of a comparable event at other comparable venues. Licensee acknowledges that any estimate of DHSP Ancillary Areas Expenses provided by Licensor is an estimate only, based upon production information provided by Licensee (or, if sufficient production information is not provided at the time such estimate is generated, based on estimates provided for similar events previously held at the DHSP Ancillary Areas) and is subject to change from time to time through the conclusion of the Event Activities. Except as expressly set forth in this Section 6, references to Event Expenses in the ELA shall include DHSP Ancillary Areas Event Expenses. To the extent any DHSP Ancillary Areas Expenses are not prepaid as required by the ELA regarding Event Expenses, such DHSP Ancillary Areas Expenses shall be paid by Licensee promptly upon demand.

7. Insurance. Licensee’s insurance requirements set forth in Section 14 of the ELA shall apply to Licensee’s license of the DHSP Ancillary Areas.

8. Advertising and Sponsorship. Notwithstanding anything in Section 37 of the ELA to the contrary, advertising and sponsorship activities with respect to the Event Activities shall be subject to the below terms and conditions:

a. Licensor retains exclusive rights to (i) all permanent signage, sponsorship and advertising or branding opportunities (including without limitation all fixed and rotating sign panels on vomitories, walls, seats and steps or other branded activations) inside the DHSP Ancillary Areas and around DHSP, (ii) all in-house promotional programming on television monitors and electronic displays in and around the DHSP Ancillary Areas and DHSP, and (iii) all signage, advertising, branding and promotional opportunities in all other areas inside and outside of the DHSP Ancillary Areas and around DHSP, whether temporary or permanent (including without limitation in the concourses, restaurants, plaza areas and parking lots in and around the DHSP Ancillary Areas and DHSP).

b. Licensee shall not be entitled to sell or otherwise grant sponsorship or advertising rights with respect to temporary signage and promotional opportunities, or, without Licensor's prior written consent, otherwise engage third parties that may display branded signage or branded items or engage in branded promotional activities during the Event Activities, in each case in or around the DHSP Ancillary Areas or DHSP including, without limitation, any "ambush marketing".

c. In no event shall Licensee use or permit the use by any other third party of blocking technology or the insertion of any virtual signage at the DHSP Ancillary Areas during any Filming Activity.

9. DHSP Ancillary Areas Costs; Utilities. Notwithstanding anything in Section 17 or Section 33 of the ELA to the contrary, solely with respect to the DHSP Ancillary Areas, Licensor shall provide access points to electricity and water to the extent reasonably required by the Event Activities. The costs of such electricity and water, plus the cost of any equipment rentals which are requested by Licensee or necessitated by any extraordinary needs of the Event Activities shall be treated as additional DHSP Ancillary Areas Event Expenses for which Licensor shall be entitled to reimbursement. Access points to electricity and water to be provided by Licensor pursuant to this Section 9 shall be provided by the permanent equipment with which the DHSP Ancillary Areas is equipped at such times and in such amounts as shall be reasonably necessary, in the sole and absolute judgment of Licensor, during the Event Activities for the comfortable use and occupancy of the DHSP Ancillary Areas. If any such services are furnished, with or without charges by Licensor to Licensee, Licensor shall in no event be liable for a failure to provide such services (a) during the repairing of any such equipment or apparatus in the DHSP Ancillary Areas or (b) as a result of any power shortage, irregularity, deficiency or outage affecting the DHSP Ancillary Areas or the Event Activities or any other cause beyond the control of Licensor. Licensee may, at Licensee's sole cost and expense, provide Licensor with power generators or other equipment acceptable to Licensor to be used by Licensor only in the event of any such occurrence in connection with the Event Activities.

10. Merchandise. Licensee shall have the sole right to sell merchandise in the DHSP Ancillary Areas in connection with the Event Activities, and shall have the right to receive and retain one hundred percent (100%) of Event Activities Merchandise Revenue set forth in Item 5 of the Data Sheet attached hereto. "Event Activities Merchandise Revenue" means gross revenue derived from the sale of programs, novelties and souvenirs relating to the Event or the personalities appearing therein sold at the DHSP Ancillary Areas during the Event Activities, less taxes, credit card fees and, if requested by Licensee, costs of bootleg security. Event Activities Merchandise Revenue shall not include revenues from the sale of any publications, novelties, souvenirs or other merchandise which do not relate specifically to the Event Activities or the personalities appearing therein (including without limitation any merchandise relating to the Los Angeles Galaxy or any other sports teams or properties not involved in the Event Activities, or any newspapers or magazines sold from DHSP newsstands, if applicable) (the "Other Merchandise Revenue"). Licensor shall be entitled to retain all Other Merchandise Revenue.

[Signature page follows immediately]

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first above written.

LICENSEE:

CITY OF CARSON

By: _____
Name: David Roberts
Title: City Manager

LICENSOR:

ANSCHUTZ SOUTHERN CALIFORNIA SPORTS
COMPLEX, LLC

By: _____
Name: Katie Pandolfo
Title: General Manager

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

Schedule 1

DHSP Ancillary Areas
Legends Plaza and Parking Lot 15



Schedule 2

Data Sheet – DHSP Ancillary Areas

| Data Sheet Item | Agreement Section | |
|------------------------|--------------------------|---|
| 1. | A. | The Production: Filipino American History Month Kick Off Event Community Festival |
| | B. | The Venue: “Legends Plaza” and “Parking Lot 15” as set forth on Schedule 1 of the Addendum |
| 2. | 1 | The Event (Date(s) and Time(s)): October 2, 2022 |
| 3. | 3(a) | Base License Fee: Licensor shall waive the base license fee in connection with the Event Activities. |
| 4. | 4(a) | DHSP Ancillary Areas Event Expenses: Licensee is responsible for all DHSP Ancillary Areas Event Expenses. |
| 5. | 6 | Event Activities Merchandise Revenue Split: Licensee shall be entitled to one hundred (100%) of the Event Activities Merchandise Revenue (as defined in <u>Section 10</u>). |
| 6. | 11 | Move-in Time: October 2, 2022 @ 4:00 AM PT |
| 7. | 12(a) | Move-out Time: October 2, 202 @ 10:00 PM PT |
| 8. | 21(a) | Ticket Holds: N/A |
| 9. | 21(b) | Premier Ticket Holds: N/A |
| 10. | 21(b) | Complimentary Tickets: N/A |
| 11. | 21(c) | Complimentary Parking Spaces for Licensee: N/A |
| 12. | 38, Exhibit A | Origination Fee: N/A |