

**USE AND INDEMNIFICATION AGREEMENT
BETWEEN THE CITY OF CARSON AND
THE LOS ANGELES PHILIPPINE INTERNATIONAL FILM FESTIVAL**

This Use and Indemnification Agreement ("Agreement") is made as of _____, 2016 ("Effective Date") by and between the CITY OF CARSON ("City") and the LOS ANGELES PHILIPPINE INTERNATIONAL FILM FESTIVAL ("LAPIFF").

RECITALS

- A. In California, October is recognized as Filipino-American History Month.
- B. LAPIFF is hosting a film festival from October 7, 2016 through October 9, 2016 at the Southbay Pavilion Mall located at 20700 Avalon Blvd., Carson, CA 90746 for Filipino-American History Month ("Festival").
- C. LAPIFF desires to use the City's logo in its advertisements and sponsorship/solicitation letters for the Festival.
- D. LAPIFF further desires to include the Festival in the City's Filipino-American History Month flyer ("Flyer") as an activity occurring for Filipino-American History Month.
- E. City is agreeable to the above-mentioned requests provided that LAPIFF indemnify the City for LAPIFF's use of the City's logo and for listing the Festival in the Flyer.
- F. City and LAPIFF now, therefore, desire to enter into this Agreement for the reasons set forth above.

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and the LAPIFF agree as follows:

1. Recitals. The recitals set forth are incorporated herein by this reference.
2. Use of Logo. The City grants LAPIFF a limited revocable right to use the City's logo, attached hereto as Exhibit A, in LAPIFF's advertisements and sponsorship/solicitation letters for the Festival provided that (i) LAPIFF shall not include the City's logo in any advertisement or sponsorship/solicitation letters containing, and Festival shall not contain, content that
 - is profane, obscene, violent, or pornographic content, OR
 - promotes, fosters or perpetuates discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, status

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with regard to public assistance, or military and veteran status of any personage, OR

- encourages or advocates illegal activity or contains any content that violates any law or regulation, OR
- violates any legal ownership interest, such as copyright, of any party, OR
- contains any political campaigning content;

(ii) LAPIFF shall not permit any political campaigning at the Festival; and (iii) any use of the City's logo by LAPIFF, as provided herein, shall be subject to the City's prior approval.

3. Inclusion in Flyer. The City agrees to list the Festival in the Flyer as an activity occurring for Filipino-American History Month provided that (i) LAPIFF and the Festival comply with Section 2; and (ii) the LAPIFF shall not permit any political campaigning at the Festival.

4. Indemnification. To the full extent permitted by law, LAPIFF agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the LAPIFF's, including its officers, employees, agents, subcontractors, invitees, or any individual or entity for which LAPIFF is legally liable ("indemnitors"), use of the City's logo, the listing of the Festival as an activity for Filipino-American History Month in the Flyer, LAPIFF's or indemnitors' performance of any obligation under this Agreement, or arising from LAPIFF's or indemnitors' reckless or willful misconduct, or arising from LAPIFF's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of LAPIFF and shall survive termination of this Agreement.

4.1 The defense obligation provided hereunder shall apply without any advance showing of negligence or wrongdoing by LAPIFF or indemnitors, but shall be required whenever any claims or liabilities assert as its basis the negligence, errors, omissions or misconduct of LAPIFF or indemnitors, and/or whenever any claims or liabilities assert liability against the City, its officers, employees and agents based upon LAPIFF's and indemnitors' use of the City's logo, the listing of the Festival as an activity for Filipino-American History Month in the Flyer, LAPIFF's or indemnitors' performance of any obligation under this Agreement, or arising from LAPIFF's or indemnitors' reckless or willful misconduct, or arising from LAPIFF's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement.

5. State Law and Venue. This Agreement, and the rights and obligation of the parties hereto, shall be construed and enforced in accordance with the laws of the State of



California. The venue for any litigation involving the interpretation or enforcement of any provision in this Agreement shall be the Los Angeles County Superior Court.

6. Entire Agreement; Modification and Amendment. This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement approved by the LAPIFF and the City Council of the City.

7. Attorneys' Fees. If either party commences any action for the interpretation, enforcement, termination, cancellation or rescission of this Agreement, or for specific performance of the breach of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding or any binding alternative dispute resolution proceeding shall include an award thereof.

8. Validity of Agreement. If any provisions of this Agreement, or the application thereof to any person, party, transaction or circumstances, is held invalid, the remainder of this Agreement, or the application of such provision to other persons, parties, transactions, or circumstances, shall not be affected thereby.

9. Binding Upon Successors. This Agreement shall be binding upon and insure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties to this Agreement. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

10. Notices. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the _____ (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

11. Termination. The City Manager may terminate this Agreement, with or without cause, in his or her sole discretion upon providing written notice to LAPIFF.

12. Survival of Agreement. This Agreement, and all of its terms, shall survive the invalidation or nullification of the City's approval of all or a portion of the Project and in such event the LAPIFF shall continue to be bound by its terms.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth in the opening paragraph of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]



CITY:

CITY OF CARSON, a municipal corporation

, Mayor

ATTEST:

, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

INDEMNITOR:

LOS ANGELES PHILIPPINE INTERNATIONAL
FILM FESTIVAL

By: _____

Name: ABRAHAM P. PAGTAMA

Title: FOUNDER / CHAIRMAN

Address: 1545 HEATHERWOOD
BEDMONT CA 92223



Exhibit A
City Logo

