

**KIA AMERICA, INC.
EVENT SPACE RENTAL AGREEMENT AND LICENSE**

THIS EVENT SPACE RENTAL AGREEMENT AND LICENSE (this "Agreement") is made and entered into as of August 10, 2023 (the "Effective Date") by and between KIA AMERICA, INC., a California corporation ("KUS") and Irvine Police, a government agency ("Renter") for the rental by KUS to Renter for the event described below (the "Event") of only the following space: the lobby; multi-purpose room ("Soul Hall"); (collectively, the "Facility") located within KUS' corporate campus at 111 Peters Canyon Rd., Irvine, CA 92606-1790 ("Premises"). A more detailed description of the Facility is set forth in the attached Schedule A, which is incorporated herein by reference.

1. EVENT AND FEE DETAILS

Event Title: Volunteer Breakfast

Event Date: August 26, 2023

Event Hours: 0830 -1100

Rental Fee: [N/A] (the Rental Fee includes certain administrative, audio visual, security and janitorial support before, during and after Event). A detailed description of support services is set forth in the attached Schedule B, which is incorporated herein by reference.

Facility Requirement: Renter must use Eurest Dining Services, a division of Compass Group USA, Inc. (onsite food and nonalcoholic beverage caterer) for all catering and rental needs (other than catering services for alcoholic beverages if alcoholic beverages are allowed to be served at the Event). Renter acknowledges and agrees that such catering and rental needs and the fees and charges for such catering and rental needs are not included in the Rental Fee and must be paid separately by the Renter to Eurest Dining Services. Please note that the final invoice from Eurest Dining Services will contain an administration fee of up to 10% of the total of the catering and rental fees and charges.

Renter acknowledges and agrees that alcoholic beverages shall not be offered or served at the Event. Accordingly, the following paragraph and any other provisions of this Agreement relating to the serving of alcoholic beverages at the Event shall not apply to Renter for this Event.

If alcoholic beverages are allowed to be served at the Event, Renter must hire a catering company licensed with the California Department of Alcoholic Beverage Control ("ABC") to handle and serve alcoholic beverages served at the Event and such catering company must obtain an event permit from the ABC to serve alcoholic beverages at the Event. At least seven (7) days prior to the Event Date, Renter will provide KUS with the name of the catering company licensed with the ABC that Renter engaged to handle and serve alcoholic beverages at the Event and with a copy of the

event permit from the ABC to serve alcoholic beverages at the Event. Failure to provide such information and documentation to KUS in a timely manner may result in the cancellation of the Event by KUS.

Renter shall not and shall ensure that its agents, contractors, employees, invitees, vendors, and subcontractors do not violate any laws at or during the Event.

2. Limited, Revocable License.

KUS grants to Renter, and Renter accepts, a limited and revocable license to use the Facility solely on the Event Date, and during the Event Hours specified in Section 1 of this Agreement, subject to the terms and conditions of this Agreement. The Facility can accommodate up to four hundred (400) persons standing or seated auditorium style, and seated for meal service/dinner events. Capacity is strictly observed. Renter's license and right of access/use of the Facility shall be limited solely to the confines of the Facility and shall not extend to any other areas of the Premises.

3. KUS Security Personnel.

KUS security personnel shall be onsite during the Event at all times. Notwithstanding anything to the contrary, the presence of any KUS security personnel on the Premises during the Event shall not relieve Renter of its obligations hereunder for any injuries, theft or property damage that may occur during the Event.

4. Fees; Deposits.

Renter shall pay to KUS the Rental Fee specified at Section 1 for the use of the Facility upon execution of this Agreement. KUS shall not reserve an Event Date and Event Time until Renter has executed and returned this Agreement and paid the Rental Fee.

5. Cancellation.

A. If Renter cancels the Event on or prior to the date that is eight (8) days before the Event Date, KUS shall refund to Renter the Rental Fee, less and costs incurred by KUS for preparation of the Facility for the Event. If Renter cancels the Event within seven (7) days of the Event Date, KUS shall be entitled to retain the entire Rental Fee.

B. If KUS cancels the Event due to Renter's failure to comply with the terms of this Agreement, KUS shall be entitled to retain the entire Rental Fee.

C. KUS may cancel the Event and/or this Agreement for convenience at any time upon written notice to Renter. Upon such cancellation and/or termination for convenience, KUS shall refund the Rental Fee to Renter and KUS shall have no further obligations or liability to Renter.

6. No Warranty.

The Facility is provided "AS IS", "WHERE IS" and without warranty as to the suitability of the Facility for Renter's intended use. The Renter may inspect the Facility prior to the Event at a mutually convenient time. At the conclusion of the Event or as otherwise required by KUS, Renter shall surrender the Facility to KUS in as good condition as when received by Renter, ordinary wear and tear excepted. Renter shall be responsible for any damage caused to the Facility (or any other portion of KUS' campus grounds and buildings) and must arrange for the repair and/or replacement thereof to the extent such repair or replacement is the result of Renter's (or its agents', contractors', employees', invitees', vendors', or subcontractors') negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. In the event that Renter does not satisfactorily arrange for such repair, KUS shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse KUS for any such repairs within thirty (30) days of receipt of KUS' written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred. The provisions of this section shall survive any termination or expiration of this Agreement and the conclusion of the Event.

7. Event Costs.

Renter shall be solely responsible for all costs, fees, and expenses associated with the Event, including, but not limited to, all costs associated with producing, administering and dismantling the Event. Renter will obtain at its own cost any and all permits or licenses required to conduct and produce the Event at the Facility, including, but not limited to, any event permits, building permits, alcohol use permits, auction permits, and/or gaming permits.

8. Insurance.

Renter and each of its vendors and subcontractors will secure and maintain in full force and effect the following insurance coverage: (i) standard workers' compensation insurance coverage in the amounts required by state and federal laws; (ii) employer's liability insurance coverage in the amounts required by state and federal laws; (iii) general liability insurance coverage for bodily injury and property damage with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If Renter or any of its vendors or subcontractors use its/their own vehicles to transport people, Renter and/or its vendors and subcontractors must secure and maintain automobile liability insurance coverage for owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. The general liability insurance policies and any required automobile liability policies must name KUS as an additional insured. If alcohol is allowed to be served at the Event, liquor liability insurance covering Renter, its catering company that is serving the alcohol, and the Event shall be required.

All such insurance policies described above shall have been obtained from a Best Guide "A" or better rated insurance company licensed to do business in the state of California. By not later than seven (7) days prior to the Event Date, Renter must provide KUS with a copy of the certificates of insurance naming KUS as an additional insured (to be delivered to KUS' notice address specified on the signature page hereof) for all such insurance. Failure to provide such certificates of insurance to KUS in a timely manner may result in the cancellation of the Event by KUS.

The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Renter's obligations to indemnify KUS, its agents and employees.

9. Indemnification; Waiver, Release and Discharge; Limitation of KUS' Liability.

Renter hereby agrees to assume all risks for loss, damage, liability, death, disability, personal injury, theft, or actions of any kind that may occur at or that may arise from or be related to the Event and/or that may arise from or be related to Renter's (or its agents', contractors', employees', invitees', vendors', or subcontractors') use of or presence at the Facility and its surrounding areas. Renter, on behalf of itself and its directors, officers, volunteers, representatives and agents, hereby waives, releases and discharges and agrees to defend and hold harmless KUS, its parents, subsidiaries, distributors, affiliates, successors or assigns, and their respective directors, officers, employees and representatives (the "KUS Entities") from and against any and all liability, including but not limited to, liability (i) arising from the negligence of any KUS Entity, (ii) any death, disability, personal injury, property damage, property theft or actions of any kind which may occur at or in connection with the Event or which may arise from or be related to the Event. Renter shall provide KUS immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware.

IN NO EVENT SHALL KUS BE LIABLE TO RENTER, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), FOR DAMAGES THAT EXCEED THE AMOUNT OF THE RENTAL FEE.

The provisions of this section shall survive any termination or expiration of this Agreement and the conclusion of the Event.

10. Right of Entry.

KUS, and those persons authorized by it, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facility.

11. Facility Rules and Regulations.

Renter agrees to comply with the Facility Rules and Regulations specified on Schedule C attached hereto, which is incorporated herein by reference.

12. Advertising and Promotion; Use of Logo; Display Vehicles.

Renter may not, without the prior express written approval of KUS in each instance, use KUS' name, trademarks, logo, photographs of the Premises or photographs of KUS products, whether in connection with the advertising and promotion of the Event or otherwise (e.g. social media posts, step-and-repeats, banners, etc.). There is a vehicle display in the lobby area of the Premises that displays a single Kia vehicle that is permanent and cannot be moved. Walking on the display is prohibited and KUS reserves the right to erect tensile barriers around the vehicle display during the Event. All other vehicles that KUS has displayed within the lobby and Premises will remain in place for the Event unless otherwise set forth in this Agreement or unless moved by KUS in KUS' sole discretion.

13. Miscellaneous.

a. Force Majeure. If KUS' performance of any of its duties hereunder is prevented by reason of an event of Force Majeure, then during the existence of such event, KUS shall not be liable for its failure to timely perform its obligations hereunder. "Force Majeure" as used herein shall mean any act of God, fire, flood, epidemic, earthquake, explosion, accident, labor dispute or strike, act of public enemy, riot or civil disturbance, invasion, war (whether declared or not) or armed conflict, failure of common carriers, governmental order or regulation, order of any court of competent jurisdiction or any other similar occurrence not within the control of KUS.

b. No Amendment. No amendment or modification to this Agreement shall be binding upon KUS unless same is in writing.

c. License Only. This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venture.

d. No Assignment. This Agreement is for the sole benefit of the Renter and KUS, and Renter may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.

e. Enforcement. Renter shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by KUS in enforcing this Agreement in the event KUS prevails in any such enforcement. The provisions of this section shall survive any termination or expiration of this Agreement and the conclusion of the Event.

f. Notices. Any notice to be given here under shall be sent or delivered by email, by personal delivery, or by overnight courier to the address or email address specified below the parties' respective signatures on this Agreement or to any other address as any party may from time to time designate by notice in writing. Any notice sent by personal delivery or overnight delivery will be deemed to have been given when it is delivered to a party at the party's address set forth below the parties' respective signatures on this Agreement. Any notice sent by email will be deemed to have been given when sent to the party's email address set forth below the parties' respective signatures on this Agreement, even if the sender receives a machine-generated message that delivery has failed, provided, however, if such machine-generated message is received by the sender, for that notice to be valid the sender must no later than three (3) business days after receiving such failure message deliver a copy of the notice to the other party by personal delivery or overnight courier.

g. Entire Agreement; Governing Law; Counterparts. This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter hereof, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of California, without regard to its conflicts of laws provisions. The parties will attempt to settle all disputes arising out of this Agreement through good faith negotiations. If such negotiations are not successful in resolving the dispute within thirty (30) days of the initial negotiation, the dispute shall be finally settled by arbitration, and the decision by such arbitration shall be final and binding on the parties, with prejudice to any other rights or remedies otherwise available under the agreement or applicable laws. Such arbitration will be held by the American Arbitration Association in Irvine, California. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year set forth below and agree that this Agreement shall be effective as of the Effective Date.

**RENTER:
NAME OF RENTER**

DocuSigned by:
Michael Kent
By: 28597D6C65A9404
Signature

Michael Kent

Print Name

Chief of Police

Title

Dated: 08/10/23

**KUS:
KIA AMERICA, INC.**

DocuSigned by:
Yolanda Farrow
By: B42D9CB45E6D442
Signature

Yolanda Farrow

Print Name

Director, Human Resources & General Affairs

Title

Dated: 8/15/2023

Notice Address:

1 Civic Center Plaza, Irvine CA

Attention:

Peter Hong, Sr. Mgmt. Analyst

Attest:

DocuSigned by:
Carl Petersen
By: 8FCAD91F02E547D
Carl Petersen

Its: City Clerk

**APPROVED AS TO FORM:
RUTAN & TUCKER, LLP**

DocuSigned by:
Jeffrey Melching
By: DABE8686180C4BB
Jeffrey Melching

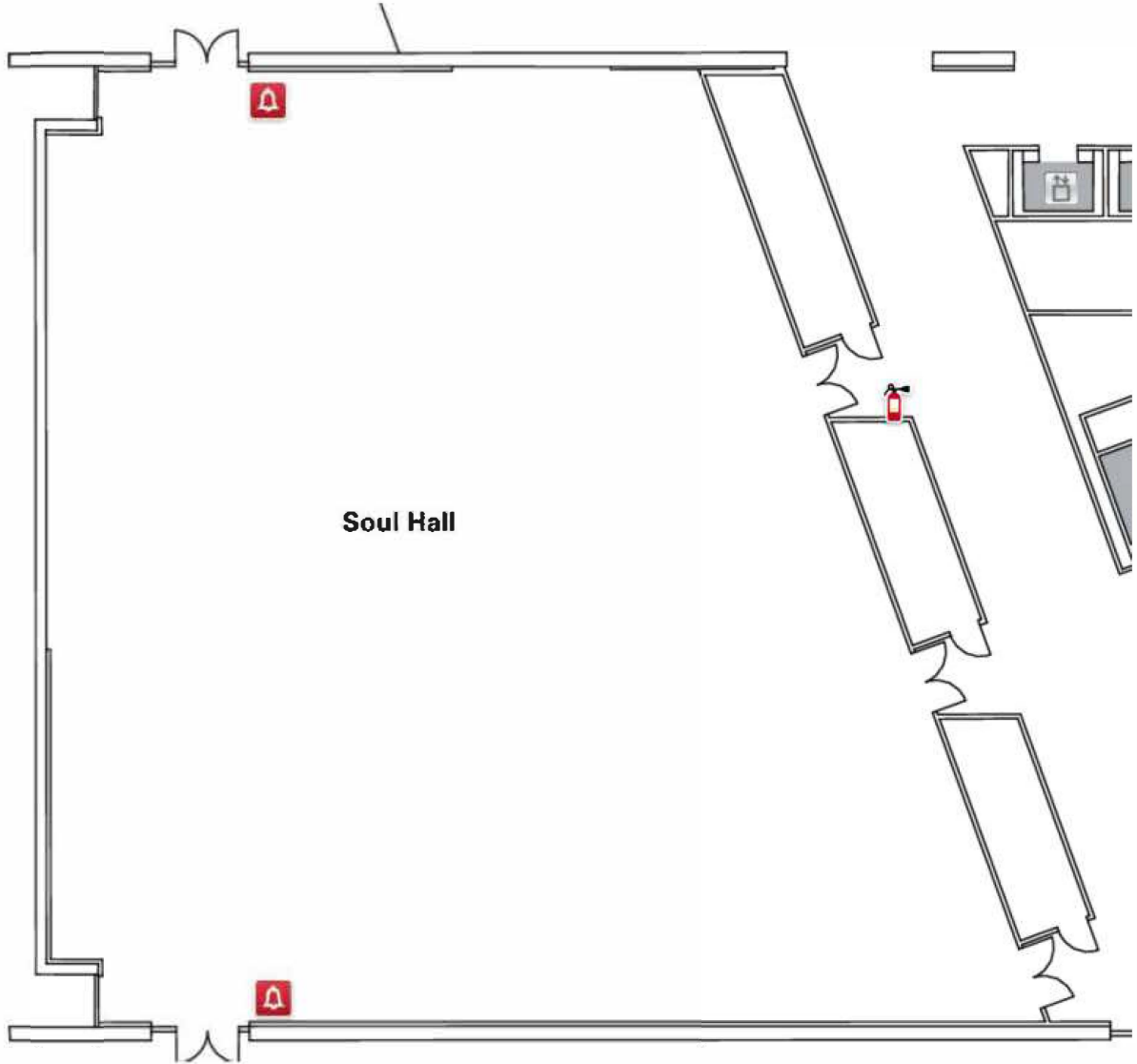
Notice Address:

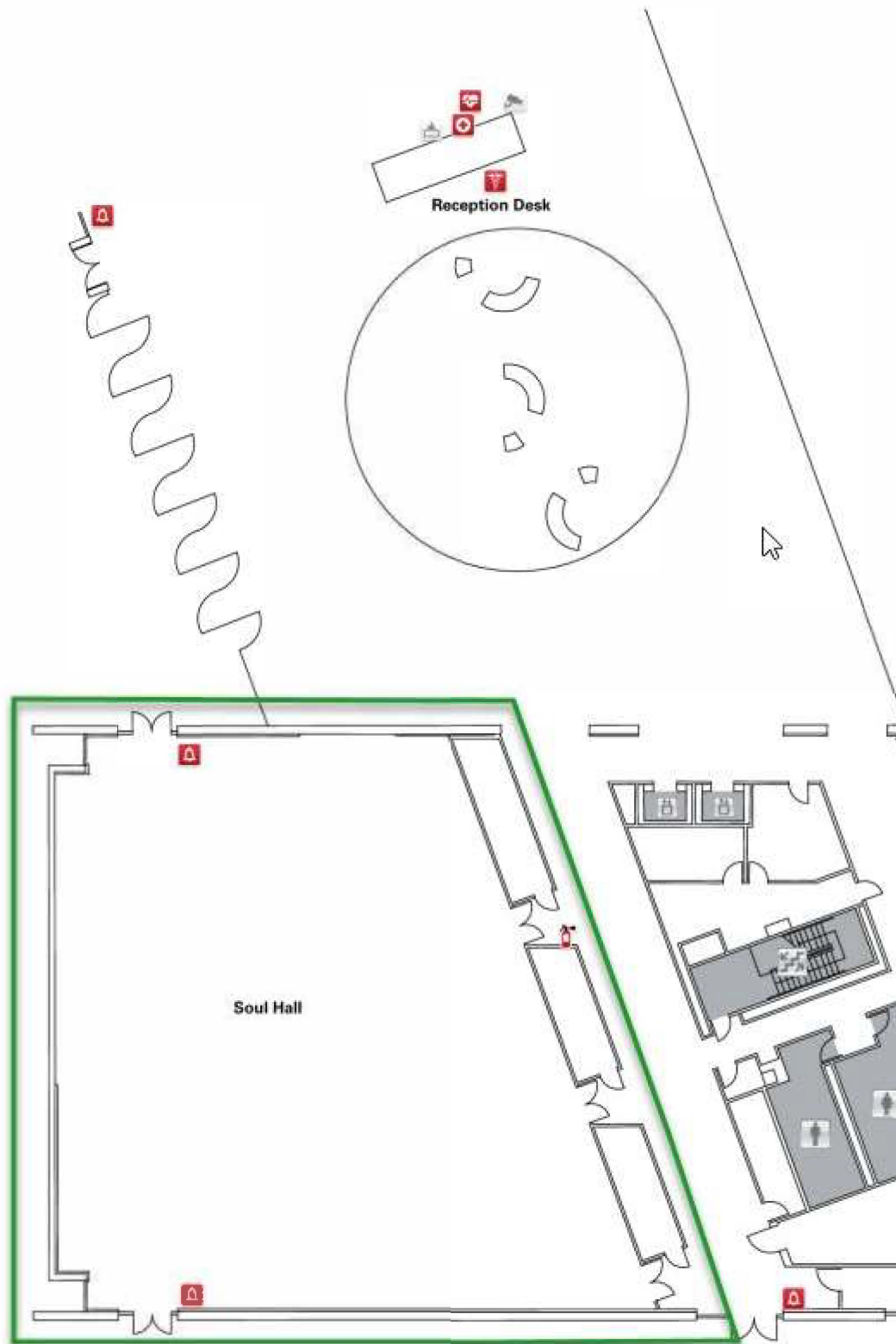
Kia America, Inc.
111 Peters Canyon Road
Irvine, California 92606

Attention:

Omar Yanez
Corporate Administration Manager
Email:

SCHEDULE A





SCHEDULE B

KUS' support services will include, at its discretion, the following assistance:

- Setting up of tables and chairs
- Vehicle rearrangement or removal,
- KUS lobby furniture rearrangement or removal
- HVAC adjustments Lighting adjustments,
- Set-up of interior perimeter lights,
- Pre-test and on-site support of A/V equipment such as projectors and microphones.
- Live event production such as switching between multimedia sources to be played or displayed.
- Training of Renter's A/V operator on KUS A/V equipment.

KUS may provide the above support services with the coordination of our on-site vendor. KUS reserves the right to modify, discontinue, and/or not offer support services at our discretion. Support services must be agreed upon in writing by both parties or expressly agreed to as set forth in this Agreement.

SCHEDULE C
FACILITY RULES AND REGULATIONS

1. **OUTSIDE VENDORS:** To ensure service quality and preserve the integrity of the Facility, outside vendors to be used by Renter for the Event (e.g. musicians, photographers, etc.) must be approved by KUS. A list of all outside vendors must be submitted to KUS at least seven (7) days before the Event Date.
2. **EVENT SET-UP.** Renter shall provide KUS with a schedule for deliveries of equipment and material to the Facility for the Event. Renter may begin load-in and set-up of Soul Hall on the day prior to the Event Date. Subject to availability and prior clearance by KUS, Renter may begin load-in and set-up of the lobby area at 4:00 p.m. on the day prior to the Event Date, unless an earlier time has been requested and granted in writing by KUS. Renter must comply with all local ordinances regarding noise, and may not unload trucks after 10 p.m. or before 7 a.m.
3. **VEHICLE DISPLAY.** There is a vehicle display in the lobby of the Premises that displays a single Kia vehicle that is permanent and cannot be moved. Walking on the display is prohibited and KUS reserves the right to erect tensile barriers around the vehicle display during the Event. All other vehicles that KUS has on display within the Premises (including vehicles on display in the lobby) will remain in place for the Event unless otherwise set forth in this Agreement or unless moved by KUS in KUS' sole discretion.
4. **POWER USAGE.** At least seven (7) days prior to the Event, Renter shall provide KUS with plans for electrical power usage during the Event, for approval by KUS, in its sole discretion. Renter may not use any equipment greater than 30 amps, without prior approval of KUS. Renter may utilize an external generator during the Event, with KUS' permission.
5. **GUEST LIST:** For security reasons, we ask that a guest list with the names of those planning to attend an event be submitted to KUS at least seven (7) days before Event Date.
6. **INVITATIONS:** To avoid any confusion or misunderstanding over intended use of the Facility, language on invitations and other event promotional materials must be approved by KUS prior to distribution.
7. **ALCOHOLIC BEVERAGES:** Unless otherwise set forth in the Agreement, Alcohol may be served to persons over the age of 21 provided that Renter (i) hires a catering company licensed with the ABC to handle and serve alcoholic beverages served at the Event, (b) obtains through its catering company an event permit to serve alcohol at the Event from the ABC, and (iii) procures liquor liability insurance as required by the Agreement.:

Renter shall take full responsibility for and hold KUS harmless and indemnify KUS from all liability arising from the serving and consumption of alcoholic beverages at the Event.

8. **MEDIA:** Expected media coverage must be submitted to KUS and approved by KUS in advance of the Event. Because of the sensitivity of KUS' fire protection systems, particular restrictions may apply to television and filming. Photographs and snapshots are allowed within the Facility with prior approval from KUS. Any press releases to be issued by Renter in which Renter desires to utilize the name of Kia, Kia America, or KUS must be approved by the Head of Public Relations of KUS, in writing, prior to their release.

9. **MUSIC/ENTERTAINMENT:** Arrangements for entertainment or music must be approved by KUS.

10. **NO SMOKING, NO FUMES:** The Facility is a smoke-free environment. Smoking is prohibited in all areas of the Facility and Premises at all times. No special effects may be used in the Facility, such as dry ice, smoke or other materials which produce a vapor or fume.

11. **EQUIPMENT:** KUS has four hundred (400) chairs available for use by Renter, at no charge. Renter is responsible for setting up and re-stacking the chairs at the conclusion of the Event. KUS has forty (40) round tables and fifty (50) black linens available for rent. Renter can arrange for rental of tables and linens by contacting KUS Administration ten (10) days in advance of Event. Renter is not obligated to use KUS' chairs, tables, and linens and may opt to provide or obtain these items outside of KUS at Renter's expense.

12. **PARKING:** Valet services are permitted, in accordance with Section 1 of this Schedule B. KUS parking lots have sufficient capacity to accommodate up to three hundred fifty (350) vehicles as follows:

- Weekends
- Weekdays after KUS business hours of 8:30 am – 5:30 pm

For Events conducted during KUS business hours, Renter will need to contact KUS General Affairs Department at least thirty (30) days in advance of the scheduled Event Date to allow sufficient time for KUS to seek a parking diversion permit from the City of Irvine to allow for street parking. Please note that availability of said permit is limited and cannot be guaranteed. Street parking is not permitted unless confirmed in advance by KUS. In addition, for Events conducted during KUS business hours, Renter may only use a small section of the lobby area designated for Event check-in tables.