

CITY CLERK
ORIGINAL

C-10629
01/22/2016

REVOCABLE LICENSE AGREEMENT

(City Of Glendale/City of Glendale Special Interest Classes - Arrowhead Towne Center)

This Revocable License Agreement (the "Agreement") is made as of this ^{22nd} day of January, 2016, by and between Arrowhead Towne Center LLC, a Delaware Limited Liability Company ("Licensor") and City Of Glendale, a Arizona Government Agency ("Licensee"), based upon the following facts and circumstances:

A. Licensor is the owner(s) of the shopping center commonly known as Arrowhead Towne Center and located at 7700 W. Arrowhead Town Center Drive Glendale, AZ 85308 (the "Center"); and,

B. Licensee desires to license a portion of the Center for the Licensed Activity (as hereinafter defined), upon such terms, covenants and conditions as are more particularly described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the terms and conditions hereinafter set forth:

1. The "Term" of this Agreement shall commence on January 5, 2016 (the "Commencement Date"), and shall terminate on October 31, 2016, unless sooner terminated as provided for herein. Notwithstanding the foregoing, Licensor may terminate this Agreement, at any time, on Two (2) days prior written notice thereof.

2. License Fee.

(a) Minimum Guaranteed License Fee. Licensee shall pay to Licensor as a license fee (the "License Fee"), the sum of Two Thousand Forty-Seven Dollars And 32 Cents (\$2,047.32), payable in accordance with the amounts and the schedule set forth on Exhibit A attached hereto and incorporated herein by reference.

(b) Percentage Rent. Intentionally Omitted.

(c) The fees payable herein includes the excise, transaction, rental, sales or privilege tax (except net income tax) now or hereafter levied or imposed upon Licensor or the owner(s) of the Center by any governmental agency on account of, attributed to or measured by this Agreement which taxes are subject to change based on applicable law. The License Fee shall be sent to the following lockbox address for the Center: Arrowhead Towne Center LLC P.O. Box 511256 Los Angeles, CA 90051-7811 or any other person or firm as Licensor may designate in writing. If Licensor so notifies Licensee in writing (and Licensee is able to reasonably comply), all fees due Licensor hereunder shall be made by electronic money transfers in accordance with Licensor's written directive therefor. Licensee shall be obligated to pay the fees hereunder when due regardless of whether Licensee receives a statement therefor.

3. Licensed Activity. Licensee shall use the Premises (as defined below) during the Term solely for the following purpose: City of Glendale Special Interest Classes (the "Licensed Activity"), as further described on Exhibit B attached hereto and incorporated herein by this reference. Licensee may not use the Premises for any other use or purpose.

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4. Premises. The "Premises" wherein Licensee may operate during the Term is approximately 1200 SF as depicted on Exhibit C attached hereto and incorporated herein by reference, which specific location shall be mutually agreed upon by the parties. No other portion of the Center may be used by Licensee, except for the Common Area in common with other persons and except as otherwise provided for herein. As used herein, the term "Common Area" shall mean all realty and improvements in or at the Center now or hereafter made available by Licensor for the general use, convenience and benefit of Licensee and tenants of the Center. Licensee agrees that the Premises or any portion thereof may be relocated at any time at the discretion of, and without liability to, Licensor, to a mutually agreed upon location within the Center. If Licensor and Licensee cannot agree on the relocation premises, Licensor shall make the final determination.

5. Marketing and Sponsorship Components. In connection with this Agreement, Licensee shall be granted the following advertising and sponsorship components ("Sponsorship Components"): n/a All Licensee created collateral, including (i) the Sponsorship Components, (ii) signage or banners, (iii) any literature, prizes or gifts that contain the Center and/or Licensor's logo; or (iv) other similar items shall be subject to the prior approval of Licensor. Licensee agrees that Licensor shall be entitled to review and approve the nature, content and scope of all of items provided by Licensee. The parties acknowledge and agree that Licensor and Licensee shall mutually determine the precise areas or locations of the Sponsorship Components, which areas or location may be changed by Licensor. All locations of the collateral contained herein are subject to change by Licensor. All artwork shall be designed and provided by Licensee to Licensor. All artwork shall contain 90% image/10% copy and require the prior approval of Licensor before any signage or advertising is produced or displayed at the Center. All production and installation of signage and advertising components and graphics are to be at the sole expense of Licensee. Licensor will coordinate all final signage installation using Licensee prepared artwork unless otherwise agreed to by the parties. The foregoing marketing efforts are subject to change from time to time and may vary, based on the circumstances for Licensor and Licensee. Licensor and Licensee agree to negotiate in good faith regarding any changes and variances and to cooperate with regard to any such variances and substitutions. The Sponsorship Components shall not supersede any existing or future obligation created by a lease or other agreement with a tenant or other occupant of the Center.

6. Non-Exclusivity. Licensee hereby acknowledges and agrees that the Licensed Activity and any and all rights granted under Paragraph 5 of this Agreement shall be non-exclusive.

7. Insurance. Licensee, at its sole cost and expense, shall obtain and keep in full force and effect while conducting any activities at the Center, a policy of commercial general liability insurance, including broad form property damage liability and personal injury liability coverage, arising out of Licensee's operations, including Licensor, the owner(s) of the Center and its management company, and The Macerich Company, and all owned, managed, controlled, non-controlled and subsidiary companies, corporations, entities, joint ventures, limited liability companies and partnerships and all of their constituent partners and members and such other entities as Licensor shall reasonably request, as additional insureds. Said insurance shall at all times be in an amount of not less than Two Million Dollars (\$2,000,000.00) combined each occurrence in the aggregate for personal and bodily injury and property damage. Licensee, at its sole cost and expense, shall also obtain and keep in full force and effect while conducting any activities at the Center, commercial automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000.00) each accident and insuring Licensee against liability for claims arising out of ownership, maintenance, or use of any owned, hired, borrowed or non-owned vehicle. All such insurance shall specifically insure Licensee as to liability for injury to or death of persons and injury or damage to property, subject to standard policy provisions and exclusions. To the extent applicable, Licensee shall also obtain and keep in full force and effect during the Term of this Agreement, workers' compensation insurance in the amount required by the State in which the Center is located and Employers' Liability insurance on an "occurrence" basis but, in either case, with a limit of not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee by disease and Five

Hundred Thousand Dollars (\$500,000) policy aggregate by disease, covering all persons employed by Licensee in the conduct of its operations (including the all states endorsement and, if applicable, the volunteers endorsement). Certificates evidencing the coverages required under this Paragraph 7 shall be delivered to Licensor prior to Licensee entering upon the Center. Such certificates shall contain a provision that Licensor and Licensee shall be given a minimum of fifteen (15) days written notice by the insurer prior to cancellation, termination in such insurance.

Licensee waives any rights to recover against Licensor for claims for damages whether or not covered by insurance including claims made by Licensee's employees, agents or independent contractors. This provision is intended to waive fully, and for the benefit of Licensor, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverages obtained by Licensee pursuant to this Agreement shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance.

If Licensee contracts with or hires independent contractors or vendors to participate in the Licensed Activity at the Center, Licensee shall require such independent contractors and/or vendors to obtain, maintain and furnish to Licensee and Licensor satisfactory evidence of insurance with coverages, limits, and additional insureds endorsement outlined above. Licensee shall not allow any independent contractor or vendor to enter the Center until each has obtained and submitted the insurance evidence required herein.

8. Indemnification. Licensee hereby agrees to indemnify, defend and hold Licensor harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorney's fees) arising out of (i) Licensee's or its independent contractors' or vendors' actual and alleged actions or non-actions, and (ii) Licensee's or its independent contractors' or vendors' breach of any representation, warranty, term, condition or performance of or under this Agreement; and (iii) the Licensed Activity and/or any materials provided by Licensee infringe a patent, copyright or trademark or any other right of a third party. Licensor shall not be liable to Licensee for any injury, damage or loss arising out of or in any way related to any act, omission or negligence of tenants or other occupants of the Center or patrons, customers or invitees of the Center, all such claims against Licensor for any such injury, damage or loss being hereby expressly waived by Licensee. Licensee's obligation to indemnify Licensor as herein provided shall survive the expiration or earlier termination of this Agreement for acts or omissions occurring prior to such expiration or termination. For purposes of this paragraph only, the term "Licensor" shall be deemed to include the owner(s) of the Center and its management company, The Macerich Company and the partners, shareholders and/or members of each of these entities.

9. Sales Report. Intentionally Omitted

10. Default. The occurrence of any of the following shall constitute an event of default:

i). Any failure by Licensee to pay any sums due hereunder if such failure continues for a period of time in excess of 3 days after notice from Licensor to Licensee

ii). Any failure by Licensee to perform any other of the terms, conditions, or covenants of this Agreement to be observed or performed by it if such failure continues for a period of time in excess of 3 days after written notice; or,

iii). Licensee's attempt to "assign" this Agreement or any of Licensee's rights hereunder contrary to Paragraph 11 of this Agreement.

11. Assignment. This Agreement, and the rights granted hereunder, are personal to Licensee and are non-assignable and non-transferable by Licensee. Any attempted

assignment or other transfer of this Agreement or any rights hereunder by Licensee shall be null and void, have no effect and confer no rights upon any third party.

12. Manner of Operation. Licensee and its employees shall wear appropriate attire at all times while in the Center pursuant to this Agreement. Licensee agrees to comply with (and cause its officers, employees, contractors, invitees and all others doing business with Licensee, to comply with) all rules and regulations of general applicability regarding the Center as may be established by Licensor at any time and from time to time during the Term, including without limitation the Operating Rules set forth on Exhibit D, attached hereto and incorporated herein by reference, to the extent applicable and the rules and regulations pertaining to signs.

13. Suitability of Premises. Licensee hereby accepts the Premises in an "AS IS" condition and Licensor expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability of the Premises. It is understood by Licensee that Licensor does not provide security protection for the Premises and/or Licensee's property. The Premises have not undergone an inspection by a Certified Access Specialist (CASp).

14. Waiver of Jury Trial. Licensor and Licensee hereby waive trial by jury in any action or proceeding brought by either to enforce or defend the provisions of this Agreement. The parties further agree that any legal action or proceeding related to this Agreement shall be instituted in a court of competent jurisdiction in the state where the Center is located. This Agreement shall be construed and enforced in accordance with the laws of the state where the Center is located, including the construction, performance and enforcement of the Agreement.

15. Compliance with Laws. Licensee shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or any other agency having or claiming jurisdiction) related to its activities at the Center as provided for under this Agreement. All business licenses and other applicable permits and licenses shall be secured and paid for by Licensee, as appropriate.

16. Confidentiality. Licensee may not disclose to any third party the terms and conditions of this Agreement or any confidential information regarding Licensor or the operation of its business except as may be necessary to establish or assert rights hereunder or required by law; provided, however, it may on a confidential basis, disclose this Agreement to its accountants, attorneys and financing organizations and other individuals within Licensee's organizations on a "need to know" basis. This obligation shall survive the expiration of the Term of this Agreement.

17. Notices. All notices required hereunder shall be in writing and may be delivered by personal service (in which case such notice shall be deemed delivered as of the day of such delivery whether accepted or rejected) to the other party or via reputable overnight courier (in which case such notice shall be deemed delivered as of the day of such delivery whether accepted or rejected), or sent postage prepaid by certified mail, return receipt requested (in which case such notice shall be deemed delivered as of the third day after the date of such mailing whether accepted or rejected), to the following addresses, and for notices to be delivered to Licensor, a copy shall also be sent to the Property Manager at the Center:

To Licensee: City of Glendale
5850 W. Glendale Avenue
Glendale, AZ 85301-2563

To Licensor: c/o Macerich
1961 Chain Bridge Road, Suite 105
McLean, VA 22102
Attn: Petra Maruca, V.P., Business Development

With a copy to:

The Macerich Company
401 Wilshire Blvd., Suite 700
Santa Monica, CA 90401
Attn: Legal Departments

18. Representations and Warranties. Licensee represents and warrants to Licensor that it has all of the rights required under state and federal law for the use of trademarks and service marks of Licensee and its affiliates' and its vendors' and independent contractors', including their names and logos during the Term of this Agreement, prior to the Term and after the Term of this Agreement in connection with the Licensed Activity. Licensee hereby grants to Licensor (at no cost to Licensor) the right and license to use, exploit, print, publish, reproduce, display, distribute and broadcast and to grant others the right to use, exploit, print, publish, reproduce, display, distribute and broadcast all such trademarks and service marks, including Licensee's and its affiliates' and its vendors' and independent contractors' names and logos, during the Term of this Agreement in connection with the Licensed Activity in any media now known or hereafter devised (including, without limitation, on Facebook, Youtube, Twitter and Instagram), and Licensor's (or an affiliate or subsidiary thereof's) website during the Term of this Agreement, prior to the Term and after the Term of this Agreement in connection with the Licensed Activity.

19. Condition of the Premises. Upon the expiration or earlier termination of this Agreement, in whole or in part, for any reason whatsoever, Licensee shall leave the Premises at the Center in a neat and broom clean condition, free of debris and in as good condition as when the Premises were originally delivered to Licensee and repair any penetration or hole left by the removal of Licensee's personal property, ordinary wear and tear and casualty damage excepted. Licensee hereby authorizes Licensor to remove all such personal property upon Licensee's failure to remove all personal property from the Center after the expiration or earlier termination of this Agreement. Licensee hereby waives any and all loss or damage thereto arising from the reasonable exercise of this power, and covenants to indemnify and hold harmless Licensor from and against any costs, claims, liens, damages or reasonable attorney fees, and costs and disbursements arising from such removal.

20. Attorneys' Fees. In the event any legal action is commenced to enforce the terms of this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees and court costs.

21. Entire Agreement. This Agreement is an integrated agreement, containing the entire agreement between the parties as to the matters addressed herein. There are no agreements between the parties which are not contained herein, and Licensee has not received or relied on any representations from Licensor or Licensor's agents other than as provided herein. No subsequent change, modification, or addition to this Agreement shall be binding unless in writing and signed by the parties.

Licensors:

Arrowhead Towne Center LLC,
a Delaware Limited Liability Company

By : Macerich Arizona Partners LLC
a Delaware Limited Liability Company, its
Managing Agent

By: [Signature]

Name: Mana Halsted
Title: Sr. Property Manager

Address :
7700 W. Arrowhead Town Center Drive
Glendale, AZ 85308
Phone : 623-979-7720
Fax : 623-979-4447

Date: 1/22/16

Licensee:

City Of Glendale,
a Arizona Government Agency
dba : City of Glendale Special Interest
Classes

Michael H. Gregory, Parks, Recreation and Neighborhood
Community Services Department
Service Admin
[Signature]

Address :
City of Glendale
5850 W. Glendale Avenue
Glendale, AZ 85301-2563
Phone :
Fax :
Email : mgregory@glendaleaz.com

Date: 1-22-2016

*****SSN or Federal Employer Identification
Number:

*****0247

(Note : Must be supplied or landlord will not
enter into this agreement)

ATTEST:
[Signature]
City Clerk

Approved as to form

[Signature]
City Attorney

EXHIBIT A

Minimum Guaranteed License Fee Payment Schedule

Payment Number	Base Fee Amount	Tax Fee (if applicable)	Total License Fee	Payment Due Date
1	180.00	6.12	186.12	1/5/2016
2	200.00	6.80	206.80	2/1/2016
3	200.00	6.80	206.80	3/1/2016
4	200.00	6.80	206.80	4/1/2016
5	200.00	6.80	206.80	5/1/2016
6	200.00	6.80	206.80	6/1/2016
7	200.00	6.80	206.80	7/1/2016
8	200.00	6.80	206.80	8/1/2016
9	200.00	6.80	206.80	9/1/2016
10	200.00	6.80	206.80	10/1/2016
Total Fees Due			2,047.32	

EXHIBIT B

DESCRIPTION: City of Glendale will coordinate special interest classes to be held in the Arrowhead Towne Center Community Room on a regular basis. Classes may include but are not limited to art, fitness, continuing education, etc. and may take place in the Community Room, deck or amphitheater any day of the week for any duration of time provided class schedule is presented and mutually approved before registrations are accepted. Additional dates and times may be reserved as part of this agreement based on availability.

DATE: 01/05/16

LICENSEE EMERGENCY CONTACT INFORMATION/E-MAIL ADDRESS: NULL, NULL, NULL

A. Set-up Requirements:

1. Date: January 5, 2016
2. Requirements:
 - a) Set up must be completed by Center's time of open.
 - b) Licensee must check in/out with Center management upon entry/exit of the Center.
 - c) Licensee must use the following area to load in: n/a
 - d) Licensee must provide COI before entering the Center.
 - e) Other: n/a

B. Technical Requirements:

1. Electrical: n/a
2. Computer: n/a
3. Phone: n/a

C. Advertising & Signage:

1. Requested from Center: n/a
2. Within footprint: n/a
3. Web-site: n/a

D. On-Site Activity:

1. Product Distribution: n/a
2. Staffing: n/a
3. Enter-to-win: n/a
4. Live Entertainment: n/a
5. Radio Remote: n/a

E. Other Third Parties Associated with the Licensed Activity: n/a

F. Equipment Requested:

0 Tables
0 Table Skirts
0 Staging
0 Skirting for Stage
0 Chairs
0 Stanchions
0 Trash Can
0 Sound System (microphone)
0 Pipe and Drape Sections
0 Podium

G. Closing and Tear Down:

1. Date: 31-OCT-2016
2. Requirements:
 - a) Tear Down must be complete after Center closes for business and before Center's time of open.
 - b) Licensee must check in/out with Center management upon entry/exit from the Center.
 - c) Licensee must use the following area to remove its personal property: n/a

d) Other: n/a

EXHIBIT D

Operating Rules

1. Licensee shall keep the Premises open for business at all times while conducting its Licensed Activity at the Center and/or during the regular hours for the Center.
2. Licensee shall display no merchandise outside the Premises, as set forth on Exhibit C and shall keep the Premises and any displays in a safe, clean and proper manner. All boxes and other paraphernalia are to be stored under covered tables.
3. Licensee shall make arrangements with the Center management for trash removal and ensure that all trash is promptly removed from the Premises.
4. Licensee shall provide all necessary tables, chairs, identical table skirting (unless provided by Center management), signs, etc. All tables must be covered to the floor on all four sides. The tops of tables must also be covered.
5. Any signs used at the Premises shall be professionally prepared, stating the name of the business and reason for display. All signs are subject to Licensor's prior approval. Any signage must be approved by the Center's Marketing Manager prior to entering the Center.
6. Licensee shall, upon execution of this Agreement, adhere to all plans provided to the Center's Marketing Manager related to the Premises layout, location of equipment, set-up and take-down, and times and dates of display.
7. Licensee shall not permit food or beverages to be consumed at the Premises. Licensee shall not permit food or beverages to be distributed or sold to customers at the Premises without Licensor's prior approval.
8. Licensee shall display customer sales return policies to the extent applicable.
9. Licensee shall not permit loitering nor solicitation at the Premises. At no time may any person call out, directly solicit or physically detain customers nor may they enter any store at the Center or any other premises for the purpose of solicitation. Licensee may not distribute fliers at the Center outside of the Premises.
10. Licensee shall not permit the playing of any musical instrument or radio or television (including radio remote) or the use of a microphone or loudspeaker in the Premises without Licensor's prior written approval. Licensor reserves the right to terminate this Agreement if the volumes exceed those deemed appropriate by Licensor in its sole discretion.

11. Licensee shall furnish Licensor with emergency contact telephone numbers, e-mail address and a forwarding mailing address.
12. Licensee shall secure and be responsible for the Premises at the close of business each day. Licensor assumes no responsibility for the merchandise or display.
13. Licensee shall deliver and surrender to Licensor immediate possession of the Premises upon the expiration of the Agreement or its earlier termination as provided for in the Agreement, in the same condition as delivered, normal wear and tear excluded, in broom clean condition.
14. Licensee shall comply with all rule and regulations established by Licensor from time to time with respect to the common areas, facilities and sidewalks.
15. All items to be sold at the Premises are subject to Licensor's prior approval.
16. All merchandise must be hand-carried to the Premises or, if dollied, the dolly must have wide rubber wheels only.
17. No equipment (hand trucks, ladders, tools, etc.) will be available or supplied by the Center or its management.
18. All forms of equipment (i.e., stanchions, fencing, staging, etc.) brought to the Center by Licensee must have approval by Licensor prior to set up.
19. All materials and equipment shall be brought to the Premises at the times specified by Center management or the Marketing Manager for the Center.
20. Nothing may be taped or otherwise affixed to fixtures in the Center. Nothing may be attached, secured to or hung from any architectural fixture in the Center. This includes by way of example, but is not limited to, walls, ceiling, sculptures, seating areas, plants or planters.
21. Electrical cords may not be run along the Center's floor and customer traffic walkways, except in areas approved by Licensor in advance and such areas must be covered with an approved electrical cover.
22. A Center representative will be opening floor electrical sockets and plates at entry time for the Licensed Activity to the extent applicable. Licensee is prohibited from moving these items. Only 110-volt household current is available. All electrical cords must be UL-approved. All power requirements must be discussed and approved by Licensor. Center management must supervise all approved electrical installations and set up.

23. Wax floor finishes in the Center are delicate and easily scratched. Licensee is responsible for any and all damage to the floor in the Center caused by it due to the set-up, tear-down and operation of the Premises.

24. No credit card signs may be displayed

25. The maximum height allowed for the top of the Premises is six (6) feet.

26. Licensee and each of its employees shall park their vehicles only in areas designated by the Center's management.

27. Licensee shall furnish and pay for all labor needed to set up and take down the Premises. Licensee's set-up may not commence earlier than one (1) day prior to Licensee's Licensed Activity and the complete take down must be finished the day after Licensee's Licensed Activity has ended. All Licensee equipment, including, but not limited to, portable restrooms, bottled water, dumpsters, etc. must be removed from the Center by that date.

28. Failure by Licensee, its agents, employees and contractors to abide by any of these Operating Rules shall entitle Licensor to immediately terminate this Agreement.