

**USE AGREEMENT FOR
JACK HAMMETT SPORTS COMPLEX**

This Use Agreement (“Agreement”) is between the City of Costa Mesa, a California municipal corporation (“City”) and the Regents of the University of California, by and on behalf of its Los Angeles campus (“UCLA”). The City and UCLA are sometimes referred to herein individually as a “Party” and collectively as the “Parties” to this Agreement.

WHEREAS, City owns and operates the recreational fields property located at 2750 Fairview Road, Costa Mesa California, 92626, also referred to as Jack Hammett Sports Complex as more particularly described in Exhibit A (referred to herein as the “Property” or “Jack Hammett Sports Complex”), which has several fields, including Fields 3, 4, 5 and 6 as more particularly depicted in Exhibit A; and

WHEREAS, UCLA is a nationally ranked public university known for its extensive community involvement and the City welcomes UCLA to the City; and

WHEREAS, UCLA desires to operate a portion of their 2025 preseason training camp at the Jack Hammett Sports Complex; and

WHEREAS, the Parties agree that UCLA may utilize the Property for its training camp and related community events subject to the terms and conditions as set forth herein.

Now, therefore, in consideration of the mutual promises contained in this Agreement, the City and UCLA agree as follows:

- I. **TERM.** The term of this Agreement is for the 2025 pre-season during the Training Camp Maintenance and Training Camp Use periods as described more particularly in Section II of this Agreement.
- II. **PERIODS FOR USE OF THE PROPERTY.**
 - A. **TRAINING CAMP.** UCLA shall have the option for the exclusive use of Fields 3, 4, 5 and 6 during the 2025 pre-season to conduct its preseason training camp and related community events (“Training Camp Use Period”). The parties recognize that the specific dates and lengths of time associated with the Training Camp Use Period in 2025 may vary; however, it is understood that training camp will commence on approximately July 30, 2025 and end on August 18, 2025. It is understood the Use Period may vary for future years. The precise dates for these periods shall be agreed upon by the representatives of the Parties and shall be memorialized in an amendment to this Agreement, which amendment may be executed by the signatories hereto without further approval of the Parties’ governing bodies.
 - B. **TRAINING CAMP MAINTENANCE.** In addition, UCLA shall have the option for an exclusive right of access and use of Fields 3 through 6 at the Property for a period commencing on July 23, 2025 to the commencement date of the Training

Camp Use Period (this period being the “Training Camp Maintenance Period”), at which time, UCLA shall have exclusive access to maintain and/or repair Fields 3 through 6 as needed to hold the Training Camp and all related community events. As used in this Agreement, the term “exclusive” shall not be interpreted to preclude the City, as owner of the property, including its designees, from accessing the Fields for any purpose, including but not limited to, general maintenance and upkeep purposes including the City Maintenance (defined below). City will make the best efforts to coordinate all maintenance activities and access to fields with UCLA so that such access shall not materially interfere with UCLA’s permitted use of the fields. The costs incurred in maintaining Fields 3 through 6 during the Training Camp Maintenance Period, or at any other time shall hereinafter be referred to as “Maintenance Costs,” and shall be the sole responsibility of UCLA. UCLA’s exclusive access to Fields 3 through 6 during the Training Camp Maintenance Period shall include the right to maintain UCLA’s own security personnel on site for the protection of the fields.

- C. FUTURE USE. UCLA must submit a Letter of Interest (LOI) to notify City of any interest in utilizing the fields, if available, in 2026, by January 1, 2026. The City does not guarantee availability for any future years outside of this Agreement term as the City is still under contract with the Los Angeles Chargers through August 2026. This information is requested for planning purposes in the event the fields are made available.

III. USE OF PROPERTY DURING EXCLUSIVE USE PERIODS.

- A. GENERAL PROVISIONS. Whenever UCLA has a right to use the Property or any fields under this Agreement, UCLA shall have the exclusive rights to use and may use the fields for football training purposes and incidental uses thereto, including but not limited to the preparation for pre-season training and the set up and break down of training and field equipment, subject to the Management Plan submitted by UCLA and conditions required by the City as set forth in the Special Event permit to be submitted by UCLA. UCLA shall have the obligation to maintain those fields beyond the City’s basic maintenance (“City Maintenance”), and shall be solely responsible for all Maintenance Costs, should UCLA determine that additional maintenance is required beyond the City Maintenance. The parties shall coordinate whenever planning or performing maintenance. In no event shall City allow for the building of permanent structures or improvements on any of the fields during the Term of this Agreement; provided, however, City may allow temporary structures or improvements to be placed on and adjacent to the fields, such as temporary restrooms or grandstands, when such temporary structures or improvements are consistent with the uses of the Property pursuant to this Agreement and do not result in permanent damage or destruction to the quality of the fields.
- B. MAINTENANCE COSTS. UCLA shall have the obligation to pay all costs and expenses relating to the preparation for the use periods including any approved

temporary improvements, except for any City Maintenance. In addition, for the Term of this Agreement, UCLA shall be responsible for all Maintenance Costs related to Fields 3 through 6 beyond the City Maintenance.

IV. USAGE RENT AND COMMUNITY CONTRIBUTIONS.

A. USAGE RENT TO CITY. In exchange for UCLA's use of those facilities specified in this Agreement for the 2025 Training Camp, UCLA agrees to pay City usage rent ("Usage Rent") in the amount of one hundred and sixty thousand and fifty-six dollars (\$160,056), subject to the conditions below:

- No payments shall be made until (i) the City has been fully set up as a vendor in UCLA's payment system, and (ii) UCLA has received an official invoice from the City.
- Following receipt of each official invoice, UCLA shall have up to sixty (60) days to process and issue payment.
- Usage Rent schedule shall be as follows:
 - 25% deposit due upon contract execution and receipt of official invoice, with payment processed within 60 days, provided vendor setup is complete.
 - 50% due on July 1, 2025, contingent on receipt of invoice with payment processed within 60 days.
 - 25% final payment due by August 31, 2025, contingent on receipt of invoice, with payment processed within 60 days.

B. COMMUNITY CONTRIBUTIONS. In addition to the payments associated with Maintenance Costs and Usage Rent, UCLA shall make the following community contributions ("Community Contributions"):

- UCLA Training Camp. While the majority of UCLA's training camp practices may be closed to the general public, UCLA shall host not less than two open practices exclusively for youth in the City, allowing local children to attend and experience the training sessions, provided UCLA shall determine the maximum number of attendees based on operational and staffing availability. The Training Camp shall be free of charge for all youth attendees. All scheduling, activities, content, UCLA personnel appearances, marketing, and media coverage for the Training Camp shall be determined at the sole discretion of UCLA. UCLA may require all attendees to review and sign a waiver form consistent with UCLA's practices and procedures prior to participating in the Training Camp.
- Equipment Donation. At the conclusion of the Training Camp, UCLA will donate practice field equipment, as identified and approved by UCLA, to Costa Mesa middle and high schools to support their sports and recreation programs.

- Ticket Donation. UCLA shall donate five hundred (500) tickets (250 per game) to the City for two UCLA home games in the 2025 season as determined by UCLA.
- Youth Camps. UCLA will host two youth camps for local children (ages 6-14), exclusively for residents of Costa Mesa.
- Cooperation with City. UCLA will collaborate with the City to coordinate the use of the football fields, UCLA's schedule will be planned in full cooperation with the City to ensure clarity and efficiency in facility use.
- Maintenance and repair of Fields. In addition to the maintenance obligations set forth in Sections II. and III., above, UCLA will provide the City with a payment of twenty-five thousand dollars (\$25,000) to assist with field repairs upon completion of the Training Camp, following receipt of official invoice, with payment processed by UCLA within 60 days of receipt of the invoice.

C. Costs. City shall not pay for, nor have any obligation to pay, in whole or in part with public funds any of the Maintenance Costs. No later than September 1, 2025 or by such date as mutually agreed date to by Parties, UCLA shall be responsible for all work and costs required to restore the Property back to its condition prior to the Training Camp Use and Maintenance Periods, following the Training Camp Use Period. Following the Training Camp Use Period, the parties will perform an on-site walk through of the Property on a mutually agreed upon date to determine whether any additional maintenance and repairs are required by UCLA to restore the field to its condition prior to the Training Camp Use and Maintenance Periods. UCLA's payment of any further maintenance and/or repair costs shall be contingent upon receipt of an official invoice from the City, accompanied by appropriate supporting documentation including itemized receipts, invoices, and/or quotes detailing the work to be performed and associated expenses.

- V. **CONFLICT OF INTEREST.** UCLA affirms that, to the best of UCLA's knowledge, there exists no actual or potential conflicts of interest between the parties, including the financial interests of their officers, agents, or employees. Any question regarding a possible conflict of interest will be raised between the parties.
- VI. **COOPERATION.** City and UCLA shall cooperate in the event of any legal action or claim made by a third party that may result from activities relating to the performance of this Agreement.
- VII. **COMPLIANCE.** City and UCLA agree to comply with all applicable federal, state, and local laws, regulations, and codes in the performance of this Agreement. UCLA and City expressly agree and acknowledge that the terms of this Agreement may be modified to the extent any provision of the NCAA and/or Big Ten Conference requires such a modification in order to make this Agreement comply with any new bylaws,

regulations, or rules (collectively, the “Rules”) established after the Agreement is executed or any new interpretations or clarifications issued by the NCAA and/or Big Ten Conference for the Rules, which are existing as of the date of this Agreement. Without limiting the generality of the foregoing, UCLA shall have the right to terminate this Agreement without penalty upon written notice to City at any time if this Agreement is then prohibited by new bylaws, regulations, or rules, provided, however, that the requirements of Sections III.C. (Maintenance Costs), and XI. (Indemnification), shall survive termination of the Agreement.

VIII. FORCE MAJEURE. City and UCLA shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their respective, reasonable control (“Force Majeure Event”), including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government (other than City, unless City action is consistent with this Agreement and generally applicable laws); labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; inability to secure materials and supplies, transportation facilities, fuel or energy shortages, or acts or omissions of others. If a Party is prevented from performing its material obligations under this Agreement due to a Force Majeure Event, the Parties shall discuss, in good faith, rescheduling the affected dates of the Training Camp Maintenance and/or Use Period, as applicable, to a later mutually agreed upon date(s). If the Parties are unable to mutually agree on a later rescheduled date(s), either Party shall have the right to terminate this Agreement without penalty and without any further obligations. In the event of such termination, UCLA shall be entitled to a refund pro rata, of any pre-paid Usage Rent (as set forth under Section IV.A) or other upfront payments made by UCLA based on the proportion of days in which UCLA actually used the Property during the Training Camp Use Period prior to the termination.

IX. ASSIGNMENT. The obligations of the parties pursuant to this Agreement shall not be assigned without the prior written consent of the parties.

X. PUBLIC RECORDS AND CONFIDENTIALITY.

A. UCLA understands that City is subject to the California Public Records Act and this Agreement constitutes a public record of a type that is generally required to be disclosed upon request.

B. It is agreed that UCLA shall disclose only information necessary for City to provide the facilities and services contemplated by this Agreement and, if any such information is considered confidential, it shall be clearly marked “Confidential Information” and sent by UCLA in writing only to City (as specified below) or orally disclosed to City and reduced to writing by UCLA within an appropriate time period as reasonably required by the City or otherwise required by law. City shall inform its employees that Confidential Information shall not be used or disclosed to others except in furtherance of this Agreement

unless Confidential Information: (i) is or shall have been known to City before its receipt thereof; (ii) is disclosed to City by a third party; (iii) is or shall have become known to the public through no fault of City; or (iv) is required by law to be disclosed.

- C. During and subsequent to the term of this Agreement, no publicity, advertisement, media release or other public announcement related to this Agreement or the subject matter hereof, including without limitation, reference to UCLA or its trademarks or products or services, in connection with this Agreement, will be made without UCLA's prior written consent.

XI. INDEMNIFICATION.

- A. Except as otherwise limited herein, City shall defend indemnify and hold harmless UCLA and each of their officers, and employees, agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of City, their/its officers, employees, or agents.
- B. Except as otherwise limited herein, UCLA shall defend, indemnify and hold harmless City and their/its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of UCLA or their/its officers, employees, or agents.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any Party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

XII. INSURANCE.

- A. UCLA shall obtain, maintain, and keep in full force and effect during any and all Training Camp Use Periods, and Training Camp Maintenance Periods, all of the following minimum scope of insurance coverages with a program of self-insurance or an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent AM Best's Insurance Rating Guide, and approved by City:

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than five million dollars (\$5,000,000.00), combined single limits, per occurrence and no less than ten million dollars (\$10,000,000.00) general aggregate limit. For the year 2025, the above insurance shall cover the period beginning within two (2) weeks of execution of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Agreement.
 2. Business automobile liability for owned vehicles (if any), hired, and non-owned vehicles, with a policy limit of not less than Ten Million Dollars (\$10,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
 3. Property Insurance, Fire and Extended Coverage Form in an amount sufficient to reimburse UCLA for all of its equipment, trade fixtures, inventory, fixtures, and other personal property located on or in the Property.
 4. Workers' Compensation as required by California law.
 5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual written consent of City and UCLA against other insurable risks relating to performance.
- B. UCLA agree that the commercial general liability insurance policy and business automobile liability policy will abide by the following parameters :
1. The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are added as an additional covered party with respect to liability arising out of this Agreement.
 2. Said that all policies required under this Agreement shall not terminate, be suspended, or voided, nor shall it be cancelled nor the coverage or limits reduced, until thirty (30) days after written notice is given to City. For the avoidance of doubt, any notice of a reduction in coverage may come from UCLA and not from UCLA's insurance carrier.
 3. UCLA's insurance coverage shall be primary insurance as respects the City and its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.

4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City and its officers, officials, agents, employees, and volunteers.
5. The City's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- C. DEDUCTIBLE OR SELF-INSURED RETENTION. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- D. CERTIFICATES OF INSURANCE. UCLA shall provide to City certificates of insurance showing the insurance coverages described above prior to the commencement of a Training Camp Maintenance Period.
- E. NON-LIMITING. Nothing in this Section shall be construed as limiting in any way; the indemnification provision contained in this Agreement.

XIII. COSTS OF IMPROVEMENTS. UCLA has been alerted to the requirements of California Labor Code section 1770, *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that improvements made to the Property related to this Agreement constitute public works. It shall be the sole responsibility of UCLA to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, UCLA agree to assume all risk of liability arising from any decision not to pay prevailing wages for work related to this Agreement.

XIV. WAIVER OF SUBROGATION. UCLA hereby waives any right of recovery against City due to loss of or damage to the property of UCLA, when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured, or non-insured; provided however, UCLA does not waive the right of subrogation where the loss or damage is caused by City's gross negligence or willful misconduct.

XV. DAMAGES. Except as otherwise provided in this Agreement, UCLA shall be responsible for damages to City property directly resulting from UCLA's use of the Property (or portion thereof) except for damages resulting from acts of God or by City or its agents or employees, ordinary wear and tear excluded. As set forth in Section IV.C, the parties will perform a walk-through of the Property following the Training Camp Use Period to identify any damage for which UCLA is responsible for. In the event of damage resulting from UCLA's use of the Property beyond what is contemplated within the maintenance amounts paid to by UCLA to the City, City shall invoice UCLA for the cost to repair such damage or restore the Property. UCLA shall

pay to City the invoiced charges within thirty (30) days of receipt of the invoice or such other mutually agreed upon date.

XVI. SECURITY, HEALTH, AND SAFETY.

When using City facilities:

- A. UCLA shall inspect the fields to be used at the Property prior to use each day and report any material hazards or defects to City immediately.
- B. If UCLA performs any “Trainer” services on site, such services shall be performed by appropriately licensed trainers or medical personnel.
- C. Each Party shall comply with all federal, state, and local laws in performance of this Agreement.
- D. UCLA understands that the possession, use and sale of alcohol on the City campus is governed by City Alcohol Policy and California state law. UCLA agrees to comply with such policy and laws while on City property.

XVII. NOTICE. Whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class mail, postage prepaid, or if by e-mail, on the date delivered if there is a confirmation of receipt received by the sending Party, to the following addresses:

To City: Cecilia Gallardo-Daly, Acting City Manager
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
e-mail: loriann@costamesaca.gov

To City Attorney: Jones Mayer
Kimberly Hall Barlow, City Attorney
3777 N. Harbor Blvd.
Fullerton, CA 92835
e-mail: khhb@jones-mayer.com

To UCLA: Erin Adkins
Department of Intercollegiate Athletics
J.D. Morgan Center
PO Box 24044
Los Angeles, CA 90024
e-mail: eadkins@athletics.ucla.edu

To UCLA’s Attorney: UCLA Legal Affairs

405 Hilgard Avenue
3149 Murphy Hall
Los Angeles, CA 90095

- XVIII. SEVERABILITY.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- XIX. NON-WAIVER.** Waiver or non-enforcement by either Party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.
- XX. NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- XXI. DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to JAMS in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration proceedings shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in Orange County, California.
- XXII. AMENDMENTS.** Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of UCLA and City.
- XXIII. ENTIRE AGREEMENT.** This Agreement and any exhibits attached hereto constitute the entire agreement between the parties to it and supersede any prior understanding or agreement with respect to the subject contemplated and may be amended only by written amendment executed by both parties to this Agreement.
- XXIV. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

ACKNOWLEDGED AND ACCEPTED BY:

City of Costa Mesa

Name:
Title:

Date

APPROVED AS TO FORM:

Kimberly Hall Barlow, City Attorney

Date

UCLA

Signature:
Name:
Title:

Date

EXHIBIT A
JACK HAMMETT SPORTS COMPLEX

