

**LICENSE AGREEMENT BETWEEN
PALM SPRINGS UNIFIED SCHOOL DISTRICT
AND
THINK TOGETHER
FOR THE USE OF REAL PROPERTY**

THIS LICENSE AGREEMENT ("Agreement") is approved and entered into as of this ____ day of November, 2020 ("Effective Date"), by and between the PALM SPRINGS UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("Licensor" or the "District") and Think Together, a California non-profit corporation ("Licensee") (collectively, Licensor and Licensee are referred to as the "Parties").

RECITALS

WHEREAS, District is the owner of certain office buildings and improvements located at 1000 E. Tahquitz Canyon Way, Palm Springs, California 92262; and specifically, the building identified as Building A (the "Building"), as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, District is willing to grant to Licensee a license for the non-exclusive use of the 3,650 square foot portion of the Building as designated in Exhibit "A" ("License Area") in accordance with the terms and conditions of this Agreement.

WHEREAS, Licensee desires to use the License Area for the purpose set forth herein;

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. **Grant of License and Use of License Area.** In consideration of the License Fee, District grants a non-exclusive license to Licensee to use the License Area for the limited purposes of operating the Program, as defined in subsection (a) below. Any reference to Licensee's use of the License Area shall include use by Licensee's employees, contractors, volunteers or invitees, specifically including any participants and spectators.

(a) **Program Use.** Licensee's use of the License Area shall be limited to the following: general office use, monthly meetings/assemblies and uses related to Licensee's operations as a nonprofit entity providing learning services to school age children (the "Program").

If the District believes any specific action or activity conducted on the License Area does not relate to the Program, the District may either terminate this Agreement immediately pursuant to Section 4(p) below or issue a written notice to Licensee requiring such action or activity to cease immediately.

(b) Scheduled Use. During the Term of this Agreement, as set forth in Section 3 below, Licensee shall have the right to use the License Area at all times, subject to the District's inspection and possessory rights, as set forth herein (collectively, the "Use Times").

(c) Property Storage. Licensee may store and maintain any equipment or property reasonably related to the Program in the License Area (the "Stored Equipment"). Licensee shall assume all risk associated with keeping the Stored Equipment on the License Area and in no event shall the District be responsible for any stolen or damaged Stored Equipment. In no event shall the District be held responsible or liable for any property or equipment left on or around the License Area during Use Time or Non-Use Time. Licensee shall defend, indemnify, and hold harmless the District from any harm, damage, or claim arising from the Stored Equipment or equipment or property left on the License Area, but not limited to, any injury caused by any person entering the License Area for any reason.

(d) Guests / Employees. Licensee is authorized to allow the following persons to enter the License Area for purposes of the Program: 1) employees of the Licensor, 2) employees required to maintain the License Area, such as maintenance and cleaning service providers, 3) students or parents receiving services through the Program (collectively, the "Licensee Personnel"). Licensee shall remain solely responsible for any and all actions by the Licensee Personnel and shall indemnify the District in accordance with Section 4(h) for any harm, damage, or claim arising from the acts or omissions of Licensee Personnel arising from the Program or their use of the License Area. Except for the Licensee Personnel identified herein, Licensee may seek written permission from the District to allow other guests to enter the License Area, such as outside vendors.

(e) Security Measures. At all times during Licensee's Use Times, as defined above, Licensee shall provide reasonable monitoring of the License Area to: ensure no unauthorized persons enter the License Area; prevent any unauthorized activities or illegal actions from occurring on the License Area during the Use Times; and protect the condition of the License Area.

(f) Common Areas. The Parties recognize that the License Area is located in a portion of the Building where other areas other than the License Area may be used by the District and/or other parties during the Terms (the "Other Tenants"). As such, Licensee, as well as the Other Tenants, will also have non-exclusive rights to use areas within the Building designated as common space or areas, including, but not limited to, walkways and travel spaces, common restroom facilities, and parking facilities designated for the building (the "Common Area"). Licensee shall be responsible for any damage to the Common Areas caused by its employees or Licensee Personnel and shall reimburse the District for any costs incurred to repair such damage, to be determined and charged as the sole reasonable discretion of the District. Licensee understands that access to the Common Areas is not guaranteed and Licensee as access is shared

with the Other Tenants and access may be limited periodically for repair, clean, or restoration, at the District's discretion.

(g) Full and Complete Agreement. This Agreement contains the entire agreement between the Parties, and supersedes all prior agreements of the Parties (whether oral or written). The Parties hereby agree that the purpose of this Agreement is to fully and completely replace and eliminate all obligations and rights set forth in any prior agreement with respect to the License Area ("Prior Agreements"). Therefore, Licensee shall have no further right, whether granted, suggested or implied by the Prior Agreements with respect to the License Area and the District shall have no further obligation, whether required, suggested or implied by the Prior Agreements upon execution of this Agreement. As consideration for this Agreement, the Parties shall take all actions necessary to confirm that the Prior Agreements are terminated and any obligations or rights set forth therein have no further force or effect. No provisions of this Agreement may be amended or varied except by an agreement in writing signed by both Parties.

Section 2. License Fee.

(a) License Fee. Licensee shall pay a license fee ("License Fee") of Six Thousand Three Hundred Eighty Eight Dollars (\$6,388) per month to the District as a License Fee for the use of the License Area. The District hereby agrees to abate the License Fee for the first month of the Term (as defined below) in exchange for the consideration provided by Licensee as set forth herein. Therefore, the License Fee shall commence for the month of December 2020 and shall be due on or before December 1, 2020, and subsequent payments are due on or before the 1st of each month. The Parties acknowledge and agree that the License Fee is not a rental or lease payment for the License Area. The License Fee shall be received by the District at the address provided in Section 10 below. The 1st month of the License period is December, which is License Fee free –and then regular monthly rent would start on January 2021

(b) Security Deposit. In addition to the License Fee, Licensee shall issue a security deposit to the District within ten (10) days of the Effective Date in the amount of Seven Thousand Twenty Seven Dollars (\$7,027) (the "Security Deposit") which the District shall hold throughout the term of this Agreement. The District, at its sole discretion, and with prior notice and opportunity to cure provided to Licensee may use the Security Deposit to address any harm, damage, expense, or claim arising from Licensee's use of the License Area. At the end of the License's Term, or any extension thereof, the District shall return any remaining Security Deposit to Licensee.

(c) Late Fee Payment. Payments not received by District within ten (10) days of becoming due, shall bear interest on the delinquent amount at the rate of ten percent (10%) per month from the date due until the date paid. Licensee's failure to make a payment within ten (10) days of such payment becoming due shall be cause for immediate termination of the Agreement by District, after notice and opportunity to cure within 30 days.

Section 3. Term. The term of this Agreement shall commence on December 1, 2020 and continue until September 16, 2021 for a total length of nine and a half (9.5) months ("Term"), unless mutually extended in writing by both parties. The District, at its sole discretion, will offer

to extend the Term for an eleven and a half (11.5) month term if the District does not plan to sell or lease the Property after the initial Term pursuant to the same terms and conditions set forth herein. This Agreement may be terminated immediately by District without notice if (1) Licensee is in material breach of the Agreement, after reasonable notice and opportunity to cure (2) if District determines there is unsafe and/or dangerous conditions, threats to life or property, or (3) in the event that a natural disaster or emergency makes it necessary for the District to use the License Area for alternative purposes.

(a) Termination At Will. Either Party may terminate the Agreement at will and without cause upon giving the other party notice in writing. The Parties will each give at least three (3) months written notice to the other party. In the event the District terminates this License at will pursuant to this paragraph, District shall reimburse Licensee for the cost of any Improvement completed by Tenant pursuant to the process set forth in Section 5 below (the "District Reimbursement"). However, in no event shall the Improvement costs amount subject to the District Reimbursement exceed Twelve Thousand Dollars (\$12,000). The total amount of the District Reimbursement will be calculated as follows: the total cost of the Improvements shall be divided by the term of the Lease, which is nine and a half (9.5) months and the District Reimbursement will be reduced by the number of months Licensee used the Licensed Area prior to the termination. For example, if the Improvement Cost total \$1,000 and this Lease is terminated after two months, the District shall reimburse Licensee a total of \$826 calculated as follows:

Per month amount = $\$1,000 / 11.5 = \105
Proration amount = 2 months $\$105(2) = \210
District Reimbursement = $\$1,000 - \$210 = \$790$

Section 4. Conditions to Use.

(a) Repair of License Area. The improvements to the License Area are addressed in Section 5 below. In addition and separately from the Improvements, Licensee shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by use of the License Area or the Common Area by Licensee, its employees, contractors, volunteers or invitees or Licensee Personnel, excluding only those caused by the sole active negligence or willful misconduct of the District. Licensee shall notify District immediately of any damage caused to the License Area. In the event that Licensee fails to make repairs or replacement to the License Area due to any such damage, District may, at District's sole discretion, undertake such repair or replacement of the License Area and Licensee shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.

(b) Clean Up of License Area. Licensee shall be responsible for the full and complete cleanup of the License Area and for Licensee's pro-rata share of the Common Area, and any other portion of the Property used by Licensee, its employees, contractors, volunteers or invitees or Licensee Personnel at the close of each and every day, leaving it in a comparable state as existed prior to Licensee's activities. The District shall be responsible for maintaining the Common Areas including but not limited to the parking lot, landscaping, exterior lighting, exterior building maintenance of Building A and all other surrounding buildings. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash, emptying trash cans,

cleaning or sweeping up spills, and similar related activities. In the event that Licensee fails to clean up the License Area or the Common Area, District may, at District's sole discretion, issue written notice to Licensee requiring immediate clean up, in which case Licensee's failure to perform such cleanup will constitute a breach of this Agreement, or undertake any cleanup of the License Area or Common Area and Licensee shall reimburse District for the costs of such cleanup or maintenance within thirty (30) days of invoice by District.

(c) Utilities. Licensee shall be responsible for payment any utility that is, or becomes, separately metered for the entire Building A, including the License Area. If one or more of these utilities or related services is supplied to the Building as well as to other buildings within the Property without being individually metered or measured to the Building, Licensee's proportionate share of the cost shall be determined by the District at its sole discretion based on its good faith estimate of the Building's usage, or, at the election of the District, on the cost of the utilities provided to all users of the Property divided by the total number of total square footage of the Building.

In no event shall the District be responsible for any delays, interruptions, interferences, disruption, or malfunctions (collectively "Disruptions") of any utility services provided to the License Area unless such Disruption is caused by the sole and active negligence of the District. In the event of a Disruption, Licensee may notify the District and the District will take reasonable action to address the Disruption as quickly as possible. However, in no event shall Licensee be entitled to any discount or payment in the event any Disruption occurs, regardless of the Disruption's effect on the Program. In the event Licensee's activities in the License Area cause the District to incur additional usage fees or results on the delay or disruption of any utilities, Licensee shall be responsible for all associated costs.

Payment for the utilities as set forth herein shall be made by Licensee within ten (10) days of the presentation of bills by the District to Licensee; or the District, at the District's option, shall have the right to estimate the amount of utilities charges next due and to collect and impound from Licensee on a monthly or quarterly basis the amount of Licensee's estimated obligation for utilities pursuant to this Section.

(d) Hazardous Materials. Under no circumstances during the term of this License or any extension thereof shall Licensee use or cause to be used in the License Area any hazardous or toxic substances or materials, otherwise store, or dispose of any such substances or materials in the License Area. Notwithstanding the foregoing, Licensee may use, at its own risk, in compliance with any applicable laws and District policies, any ordinary and customary materials reasonably required to be used in the normal course of Licensee's Program, such as ordinary office supplies and common household cleaning materials.

(e) Non-Interference with District Activities. This Agreement shall not grant Licensee, its employees, contractors, volunteers or invitees the right to interfere with any activities of District, or other tenants or subtenants existing at the Property at any time, as determined by the District in its sole discretion.

(f) Conduct of Licensee, Employees, Contractors, Volunteers and Invitees. Licensee shall insure that all employees, contractors, volunteers, invitees, and all others in

attendance, including the Licensee Personnel will adhere to proper standards of public conduct. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the License Area. In the event the District determines, in its sole and absolute discretion, that an employee, contractor, volunteer, Licensee Personnel, or invitee of Licensee is failing to adhere to proper standards of public conduct the District reserves the right to remove said individual, and/or require Licensee to remove said individual from the District's Property and prohibit future access to the Property. Licensee shall insure that all employees, contractors, volunteers, invitees, Licensee Personnel and all others in attendance remain within the License Area designated for use in this Agreement only.

(g) Insurance.

(i) Public Liability and Property Damage. Licensee agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Licensee's use of the License Area under this Agreement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$2,000,000 for general aggregate and \$1,000,000 for property damage.

(ii) Sexual Molestation and Abuse Coverage. Licensee's insurance policy or policies shall include or be endorsed to include sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the public liability and property damage policy by endorsement, with the following limits: one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$2,000,000.00).

(iii) Automobile Liability. Licensee also agrees to maintain in full force and effect with regard to any Licensee owned vehicles which Licensee brings onto the License Area a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

(iv) Workers' Compensation. Licensee shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(v) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. District, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(vi) Insurance Endorsements. Concurrent with the execution of the Agreement and prior to any use by Licensee of the License Area, Licensee will provide District with an endorsement(s) verifying such insurance and the terms described herein.

(h) Indemnification. Licensee shall be responsible for, and District, its board members, officers, agents, employees, students and invitees ("District Parties") shall not be

answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Licensee, its agents, officers, employees, contractors, volunteers, guests or invitees, including the Licensee Personnel ("Licensee Parties"), or resulting from Licensee Parties' activities at the Property including the License Area or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property including the License Area, except to the extent such claims arise out of the sole active negligence or willful misconduct of District Parties. Licensee shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorneys' fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Licensee Parties' activities at the Property including the License Area, this Agreement, and any other use of and operations at the Property including the License Area pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of District Parties, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of District Parties. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this Agreement, including without limitation, District's authority to enter into this Agreement. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Property including the License Area. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to any personal property of Licensee Parties stored at the Property including the License Area. In connection therewith:

(i) Actions Filed. Licensee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. Licensee shall promptly pay any judgment rendered against Licensee Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Property including the License Area referred to herein and agrees to save and hold District Parties harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event any District Parties are made a party to any action or proceeding filed or prosecuted against Licensee Parties for such damages or other claims arising out of the use of and operations at the Property including the License Area referred to herein, Licensee agrees to pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

(i) **Program Materials, Furnishings and Equipment.** Licensee shall provide all materials, furnishings and equipment to be used for its Program. Licensee is responsible for all costs associated with its Program.

(j) **Program Supervision and Security.** Licensee shall provide all necessary supervision of its employees, contractors, volunteers and invitees while using the License Area. Licensee is solely responsible for the safety and security of its employees, contractors, volunteers and invitees at all times.

(k) **Locks - Keying and Access Authorization.** Licensee hereby acknowledges that the Building, other than the License Area may be used by the District as part of its operations and, as such, shall be subject to any and all precautions and limitations as the District deems necessary to protect the safety and security of students and staff who may use or enter into the Building. The lock style, types of gates, and key/code authorization to be utilized at the License Area will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the License Area and shall determine the manner in which Licensee is granted access to the License Area. During its use of the License Area, Licensee shall be responsible for ensuring the License Area is secured and locked after each Licensee use in accordance with the District's instructions, which may include ensuring all doors and other designated entries are locked and/or secured. Licensee shall indemnify, defend, and hold harmless the District from any harm that arises from Licensee's failure to properly secure the License Area during or after each Licensee use as set forth in the Indemnification requirements set forth in paragraph (h) above.

(l) **Parking.** Licensee shall have access to all designated parking areas for the License Area. Licensee recognizes that the Building is used by the District and Other Tenants and therefore, parking will be shared accordingly. Parking shall be limited to standard-sized automobiles. Licensee shall not allow large trucks or other large vehicles to use the parking lot on the Property and shall not allow overnight parking. All vehicles shall be parked only in marked parking areas and not in driveways, loading areas, or other areas not specifically designated for parking.

(m) **Taxes.** In the event possessory interest taxes are assessed, Licensee shall be solely responsible for the payment of all Licensee's possessory interest taxes, if any, during the term of the Agreement Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Licensee that: (i) the License Area is subject to possessory interest taxes, and that such taxes shall be paid by Licensee; and (ii) Licensee may be subject to the payment of property taxes levied on the possessory interest obtained by Licensee. The parties acknowledge that during the term of this Agreement, Licensee shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the License Area, and shall indemnify, defend and hold harmless District against all possessory interest taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

(n) **Periodic Inspections/Access.** District shall be allowed to perform periodic inspections of the License Area with reasonable advance notice in order to determine the physical

condition of the License Area. District shall make every effort to conduct these activities in a manner that does not unduly interrupt Licensee's use of the License Area. If the District determines, during an inspection or at any other time, that Licensee's use of the License Area or Property is beyond the scope of the Program, is causing damage to the License Area or Property, or otherwise violates any term of this Agreement, the District, at its sole discretion may immediately terminate this Agreement or require Licensee to immediately correct the issue.

(o) Management of Site; Protocol. The District may, but is not obligated to, designate an individual and/or entity to manage ("Site Manager") all or part of the License Area and shall provide Licensee with the contact information. The District, at its sole discretion may change the Site Manager or elect not to utilize a Site Manager and will provide Licensee with updated contact information as needed.

(p) Default. Licensee agrees that if default shall be made in any of the covenants and agreements contained herein to be kept by Licensee, the District may immediately revoke and terminate the Agreement (with proper notice and opportunity to cure) in accordance with Subsection (q) below, in addition to any of the District's other rights and remedies at law or in equity.

(q) Expiration; Termination; Vacating Site. Licensee acknowledges and agrees that this Agreement is a non-exclusive license and is not a lease or other instrument that conveys an interest in real property and, as such, does not impart protections to the Licensee that would be consistent with a lease. Accordingly, Licensee acknowledges and agrees that upon the expiration or earlier termination of the Agreement, Licensee will not have access to the License Area and the District may elect to change locks or take other steps to prevent Licensee from having access to the License Area. The District may remove from the License Area any remaining personal belongings of Licensee and/or will endeavor to cooperate with Licensee to schedule a mutually convenient time to allow Licensee to remove its personal belongings, if any remain, from the License Area; however, such access is to be made under the District's supervision.

LICENSEE'S INITIALS: LS.

Section 5. Improvements.

(a) The District hereby agrees to repaint the interior of the License Area and a mutually agreed upon areas of the Common Area of Building A prior to the Term commencement date (the "Repaint"). The District shall, at its sole discretion, determine the means and methods of the Repaint, including the color and paint features. Except for the Repaint, Licensee shall be solely responsible for initiating and funding any repair, improvement or alternation Licensee deems necessary for its use of the License Area ("Improvements"). The Parties hereby acknowledge that Licensee plans to make the following improvements to the License Area during the Term: 1) install new carpet, 2) resurface the restrooms, 3) modify the lighting in the License Area, 4) install telecommunications and computer cabling, and 5) minor electrical modifications. Prior to making any Improvements, Licensee shall obtain the District's prior written consent by providing a written summary detailing the specific work to be provided to complete the Improvements along with the total cost. As set forth above, Licensee may be entitled to a prorated reimbursement of its Improvement costs if the District terminates this agreement pursuant to

Section 3(a) above. However, in no event shall Licensee's Improvement costs amount subject to reimbursement exceed Twelve Thousand Dollars (\$12,000). No such Improvements shall be completed unless and until the District grants prior written consent which shall not be unreasonably denied. Upon District approval, all Improvements shall be performed diligently and in a good and workmanlike manner, and shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the Property. Licensee shall pay all costs, including, but not limited to, planning and permit fees, taxes and insurance, for or related to the Improvements performed by it, or caused to be performed by it, on the Property as permitted by this Agreement. Nothing herein shall be interpreted as suggesting the District will allow Improvements at any time and Licensee enters into this Agreement with the understanding it must use the License Area in its as is condition without planning for any Improvements.

(b) Licensee shall keep the Property and the Improvements free and clear of all mechanics' liens resulting from construction and/or alterations performed by, for or at the request of Licensee, it being acknowledged and agreed that nothing herein is intended to state or imply that the Property is subject to mechanic's liens, as the Property is and will continue to constitute real property owned by a public entity during the entire term of this Agreement. Licensee shall do all things reasonably necessary to prevent the filing of any such mechanic's or other liens against the Property or the Improvements. If any such lien shall at any time be filed against the Property and/or improvements thereon or therein, Licensee shall cause the same to be discharged of record or bonded over to the satisfaction of the District within thirty (30) days from Licensee's receipt of a copy of such lien. Licensee may not collateralize, obtain financing by securitization or borrow against the value of the Property.

(c) Notwithstanding anything to the contrary stated or implied herein, Licensee shall not take any action or give any approval that will result in a change in the zoning of the Property that will be binding on the Property or impact or affect District after the expiration or earlier termination of this Agreement, or alter, eliminate or in any way modify any of the entitlements for the Property in any manner that will be binding on the Property or District after the expiration or earlier termination of this Agreement, in each case without prior written consent of the District.

(b) Status of Improvements on Termination of the Agreement. The District may elect, in its sole and absolute discretion, to require Licensee to remove any or all of the Improvements not previously approved by the District, at Licensee's sole cost and expense prior to the expiration of the term of this License Term, or any extension thereof, or the earlier termination of this Agreement; provided that, the District must notify Licensee of such election by giving Licensee notice in writing. If the District so elects to require Licensee to remove any not previously approved Improvements, Licensee shall remove the Improvements in a good and workmanlike manner, in compliance with all applicable laws, orders, ordinances, rules and regulations of federal, state, county, municipal and other authorities having jurisdiction. All provisions of this Agreement regarding insurance, indemnification, alterations, and mechanic's liens shall survive and be in effect during the removal period. Licensee shall have one-hundred twenty (120) days from the receipt of any such notice to complete the removal of the Improvements.

For any Improvement for which the District does not require Licensee to remove, such Improvement shall remain part of the License Area and shall become the District's property until termination of this Agreement. Except as otherwise expressly provided in this License, Licensee shall, upon the expiration or earlier termination of this Agreement, peaceably and quietly leave and surrender to the District the Property in good order and repair, ordinary wear and tear excepted, with all Improvements made to the Property provided or created by Licensee. In no event shall Licensee be entitled to any compensation, payment, or credit for any Improvements, regardless of whether the District decides to require Licensee to remove the Improvements or elects to keep the Improvements.

Section 6. Compliance With Law.

(a) Licensee shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the License Area, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the License Area. Licensee shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals, including a Conditional Use Permit if necessary, from any local, state or federal agency necessary for the Program and/or use of the License Area.

(b) District has made no representation or warranty as to the suitability of the Property and/or the License Area for Licensee's Program, and Licensee waives any implied warranty that the Property and/or the License Area are suitable for Licensee's intended purposes. Prior to the commencement date of the Agreement, Licensee shall have taken the appropriate steps and made the appropriate inquiries to confirm that Licensee is or will be as of the commencement date of the Agreement in compliance with all laws, ordinances, zoning, rules, and regulations applicable to the Program and Licensee's operation of the Program, enacted or promulgated by any public or governmental authority or agency and will maintain compliance throughout the duration of the Term.

LICENSEE'S INITIALS: R.B.

Section 7. Legal Interpretation of Instrument. The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the License Area. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Licensee acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Licensee against the District, or by the District against Licensee. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Los Angeles County.

LICENSEE'S INITIALS: R.B.

Section 8. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

Section 9. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed unless in writing executed by both parties.

Section 10. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to Licensee: Think Together
2101 E. 4th Street
Santa Ana, CA 92705
Attn: D. Randall Barth, Chief Executive Officer

Add with a copy to
ORION Property Partners, Inc.
567 San Nicolas Drive, Suite 130
Newport Beach, CA 92660
Attention: Jay Carnahan

If to District: PALM SPRINGS UNIFIED SCHOOL DISTRICT
Julie Arthur, Executive Director of Facilities Planning & Development
150 District Center Drive
Palm Springs, CA 92264
Email: jarthur@psusd.us

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 11. Official Representatives. The official representative for the parties are identified in Section 10 above but may be changed throughout the term through written notice to the other Party.

Section 12. Employees/Independent Contractors.

(a) For purposes of this Agreement, all persons employed by Licensee in the performance of services and functions with respect to this Agreement shall be deemed employees of Licensee and no Licensee employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such Licensee employees have any District pension, civil service, or other status while an employee of the Licensee.

(b) Licensee shall have no authority to contract on behalf of District. It is expressly understood and agreed by both parties hereto that Licensee, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

Section 13. No Transfer or Assignment. Licensee, as Licensee, acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, though or pursuant to this Agreement.

LICENSEE'S INITIALS: L.B.

Section 14. Nondiscrimination. In utilizing the Agreement, Licensee shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Section 15. As-Is Condition. The License Area are licensed in as-is condition and District makes no representation or warranty of any kind regarding the character of the License Area.

Section 16. Property Sale. If District elects, at its sole discretion, to sell or lease the Property during the Term of this License, District shall include a provision in the sale or lease agreement assigning this Agreement to the party acquiring the Property (the "Acquirer") and requiring the Acquirer to honor the terms of this Agreement. The Agreement with the Acquirer will also include a provision suggesting that the Acquirer negotiate a potential extension of this Agreement with Licensee on market terms and conditions if the Acquirer based on the Acquirers planned use of the Property.

Section 17. Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this Agreement:

Exhibit A: Location and Description of Property, the Building and License Area

Addendum 1: Legal Interpretation of Instrument.

Section 18. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 19. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the District and Licensee. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 20. Ambiguities Not To Be Construed Against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

Section 21. Days/Holidays. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 22. Nonliability of Officials. No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

Section 23. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

Section 24. Signs. Licensee shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the License Area without District's prior written consent, which consent is at the District's sole discretion.

Section 25. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 26. Severability. If any provision in 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 without being impaired or invalidated in any way.

Section 27. No District Affiliation/Endorsement. Licensee shall not imply, indicate or otherwise suggest that Licensee's use and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the District. No signage, flyers or other material may reference the District, any school name, logo or mascot without the District's prior written consent.

Section 28. Brokers. Licensee and District each represent and warrant that they have not engaged the services of any broker, agent or other person entitled to receive a commission, finder's fee or other such compensation in connection with the execution of this Agreement or the

consummation of the transactions contemplated by this Agreement, except for District's real estate broker, Susan Harvey of Desert Pacific Properties, who shall be compensated by the District and Licensee's real estate broker, Jay Carnahan of ORION Property Partners, Inc. who shall be compensated by Licensee. If any other person asserts a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming will indemnify, defend and hold the other party harmless for, from, and against any claims related thereto. This indemnity will survive the Closing or the termination of this Agreement.


Section 29. Board Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Education duly passed and adopted.

Section 30. COVID-19 Considerations. District makes no representation or warranty regarding the condition of the Property with respect to the COVID-19 virus and shall not be responsible or liable for any harm or damage related to the COVID-19 virus incurred by Licensee or any Licensee staff or guest entering the Property, including the License Area. By executing this Agreement, Licensee hereby accepts sole responsibility to take all steps necessary to comply with any law or regulation related to its use of the Property to address the COVID-19 virus throughout the term of the Agreement including, but not limited to, implementing mask requirements, social distancing protocols, and providing extra sanitation through the Property. Licensee is solely responsible for determine the COVID-19 regulations or guidelines applicable to its use of the Property and ensuring compliance throughout the term of the Agreement which may include temporarily limiting or stopping use of the Property based on current or future orders by the federal, state, or local government and implementing safety procedures including, but not limited to, requiring face masks, implementing social distancing procedures, conducting "deep cleaning" in high traffic areas, and providing extra sanitary supplies for anyone entering the property.

By entering into this Agreement, District is not making any implied or explicit suggestion or warranty that the Property is protected from the COVID-19 virus or otherwise safe for use. Licensee shall also defend, indemnify and hold harmless District and its Board, employees, and agents from any harm, claim, liability, or damage arising out of, caused by, or from any person claiming to have contracted, or demonstrating contraction of, COVID-19, or any related sickness or ailment as the result of entering the Property at the permission or request of Licensee and any claimed violation of any regulation related to COVID-19 arising from the Property or Licensee's use. This Agreement does not require the District to take any additional responsibility for additional cleaning or sanitation obligations with respect to the Property which shall remain the sole responsibility of the Licensee.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

District: **PALM SPRINGS UNIFIED SCHOOL DISTRICT**

By: 
Name: Brian J. Murray, Ed.D.
Title: Assistant Superintendent of Business
Date: 11/17/2020

Licensee: **THINK TOGETHER**


By: 
Name: RANDY BARTH
Title: FOUNDER & CEO
Date: 11/16/20

Exhibit "A"

Description of Property, License Area, and the Building

ADDENDUM 1 TO LICENSE AGREEMENT

The parties expressly understand and agree that this Agreement constitutes a non- exclusive license for use of the License Area. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Licensee, as Licensee, acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, though or pursuant to this Agreement

Licensee acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Licensee against the District, or by the District against Licensee. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

LICENSEE'S INITIALS: RF.

Date: 11.16.20