



INGLEWOOD, CALIFORNIA
Wednesday, November 24, 2021
Open Session – 4:00 p.m.



Web Sites:

www.cityofinglewood.org
www.cityofinglewood.org/253/Successor-Agency
www.cityofinglewood.org/688/Housing-Authority
www.cityofinglewood.org/654/Finance-Authority
www.cityofinglewood.org/839/Parking-Authority
www.cityofinglewood.org/1204/Joint-Powers-Authority

SPECIAL MEETING

NOTICE AND CALL OF SPECIAL MEETING OF THE INGLEWOOD CITY COUNCIL (Government Code Section 54956)

TO THE MEMBERS OF THE INGLEWOOD CITY COUNCIL

NOTICE IS HEREBY ORDERED by the Mayor that a special meeting of the City Council will be held on Wednesday, November 24, 2021, at 4:00 p.m., in the Council Chambers, One Manchester Boulevard, Inglewood, California (Government Code Section 54956)

*******NOTE FROM THE CITY***** COVID-19 PUBLIC PARTICIPATION OPTIONS**

Due to the existing COVID-19 health emergency and the social distancing measures currently in effect, and pursuant to Assembly Bill 361, please note that members of the public will be allowed only to observe and address the City Council Meeting of **November 24, 2021, at 4:00 p.m.** by telephone, video and other electronic means, as follows:

- 1. Written Public Comments:** Members of the public may choose to submit comments electronically for consideration by the Inglewood City Council/Successor Agency/Housing Authority/Finance Authority/Parking Authority/Joint Powers Authority (Legislative Body) by sending them to the City Clerk/Secretary at athompson@cityofinglewood.org, and Deputy City Clerk at aallen@cityofinglewood.org. To ensure distribution to the members of the Legislative Body prior to consideration of the agenda, City Clerk staff will check and print emails prior to arriving in the Council Chambers. In the body of the email, please identify the agenda number or subject matter. Correspondence should indicate the meeting date and agenda item. Comments received will be made part of the official public record of the meeting. Contact the Office of the City Clerk at 310-412-5280 with any questions.
- 2. Viewing and Listening to the Meeting without Making Public Comments:**
 - On Spectrum Cable Channel 35 with audio and limited video. Please check with your cable provider for details.
 - Live online through Facebook Live, with audio and limited video, at <https://www.facebook.com/cityofinglewood/>
 - The above access options provide the public with the opportunity to both observe and listen to the meeting.

3. Members of the public who wish to address the City Council orally must use the public access option noted below:

- Members of the public may listen and make oral public comments telephonically by dialing:
 - **Dial-in for Open Session: 1-669-900-6833 Meeting ID: 883-6080-6112 Passcode: 257604**

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, or translation services in order to observe and/or offer public comment may request such reasonable modification, accommodation, or service by contacting the Office of the City Clerk by telephone at 310-412-5280, FAX at 310-412-5533, One Manchester Boulevard, First Floor, Inglewood City Hall, Inglewood, CA 90301 or via email to athompson@cityofinglewood.org and aallen@cityofinglewood.org no later than 24 hours prior to the scheduled meeting.

MAYOR/CHAIRMAN**

James T. Butts, Jr.

COUNCIL/AGENCY/AUTHORITY MEMBERS**

George W. Dotson, District No. 1
Alex Padilla, District No. 2
Eloy Morales, Jr., District No. 3
Dionne Faulk, District No. 4

CITY CLERK/SECRETARY**

Aisha L. Thompson

CITY TREASURER/TREASURER**

Wanda M. Brown

CITY MANAGER/EXECUTIVE DIRECTOR**

Artie Fields

CITY ATTORNEY/GENERAL COUNSEL**

Kenneth R. Campos

**AGENDA
CITY COUNCIL**

OPENING CEREMONIES – 4:00 p.m.

Call to Order

Pledge of Allegiance

Roll Call

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Persons wishing to address the Inglewood City Council on any item on the agenda, may do so at this time.

CONSENT CALENDAR

These items will be acted upon as a whole unless called upon by a Council Member.

1. PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT

Staff report recommending approval of an agreement between the City of Inglewood and Forum Entertainment LLC in connection with the use of certain designated areas in the parking lot at The Forum for the Annual Holiday Tree Lighting Ceremony.

Recommendation:

- 1) Approve agreement.

ADJOURNMENT CITY COUNCIL

In the event that today's meeting of the City Council is not held or is concluded prior to a public hearing or other agenda item being considered, the public hearing or non-public hearing agenda item will automatically be continued to the next regularly scheduled City Council meeting. If you will require special accommodations, due to a disability, or need translation services, please contact the Office of the City Clerk at (310) 412-5280 or FAX (310) 412-5533, One Manchester Boulevard, First Floor, Inglewood City Hall, Inglewood, CA 90301. All requests for special accommodations must be received 72 hours prior to the day of the Council Meetings.

*** No Accompanying Staff Report at the Time of Printing**

**** Serves in that Capacity for Successor Agency, Housing Authority, Finance Authority, Parking Authority, and Joint Powers Authority**



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: November 24, 2021

TO: Mayor and Council Members

FROM: Parks, Recreation and Community Services Department

SUBJECT: Agreement with Forum Entertainment LLC

RECOMMENDATION:

It is recommended that the Mayor and Council Members approve an agreement between the City of Inglewood and Forum Entertainment LLC in connection with the use of certain designated areas in the parking lot at The Forum for the Annual Holiday Tree Lighting Ceremony.

BACKGROUND:

For over 25 years, the City has observed the holiday season by hosting a Tree Lighting Ceremony marking the countdown until Christmas and other December holidays, as well commemorating the joy and celebration of the holiday season. For more than 20 of the aforementioned years, the ceremony was held on the grounds of City Hall. This year, the event will be held at The Forum.

DISCUSSION:

The Forum's Development Agreement with the City allows for use of The Forum for charitable causes for up to 15 days per calendar year on days that The Forum is available. The venue is provided for use at no cost to the City. However, the city is required to procure event insurance and indemnify The Forum for liability arising out of the use of the facility. Additionally, the City must bear the costs of actual out-of-pocket expenses incurred by The Forum in connection with use of the facility, including but not limited to, security, insurance, equipment such as staging, fencing, sound and audio services, staff, clean-up and trash removal. The estimated cost for use of The Forum for the 2021 Holiday Tree Lighting Ceremony is \$62,000.

This year's event will take place on Monday, November 29, 2021, at 6:30 p.m. and include special performances by J. Boykins, Mariachi Divas, Faithful Central Bible Church Young Adult Choir, Sy Smith and Major, refreshments for all, and, for the kids, a special holiday visit by Santa. Vaccination for individuals 12 and up and masks are required.

Approval of the agreement authorizes the use of the facility and payment of expenses in an amount not to exceed \$62,000.

FINANCIAL/FUNDING ISSUES AND SOURCES:

Funds in the total amount of \$62,000 are available in the Fiscal Year 2021-2022 approved Budget under Account Code No. 001-099-9930-45032.02 (General Fund-Non-Departmental Special Events).

**Mayor and Council Members
Agreement with Forum Entertainment LLC
November 24, 2021**

Page 2 of 3

DESCRIPTION OF ANY ATTACHMENTS:

Attachment No. 1 - Agreement

PREPARED BY:

Sabrina Barnes, Parks, Recreation and Community Services Director

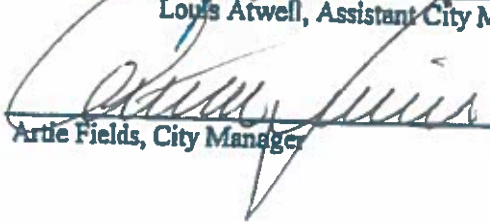
COUNCIL PRESENTER:

Sabrina Barnes, Parks, Recreation and Community Services Director

APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: 
Sabrina Barnes, Parks, Rec., & Comm Svcs. Director

ASSISTANT CITY MANAGER APPROVAL: 
Louis Atwell, Assistant City Manager

CITY MANAGER APPROVAL: 
Artie Fields, City Manager

ATTACHMENT NO. 1



NON-PRECEDENTIAL, NON-CITABLE

As of November 22, 2021

City of Inglewood
1 W. Manchester Boulevard
Inglewood, CA 90301
Attn: James T. Butts, Mayor

Re: Inglewood Christmas Tree Lighting Ceremony

Dear Mayor Butts:

This letter shall constitute the agreement (“Agreement”) between Forum Entertainment LLC (“Licensor”) and the City of Inglewood (“Licensee”) in connection with the use of certain designated areas in the parking lot (“Parking Lot”) at the building known as The Forum (the “Building”) on the schedule set forth below in connection with Inglewood Christmas Tree Lighting conducted by Licensee in Licensed Area (as defined below) upon the terms and conditions set herein.

1. License.

(a) Subject to the terms hereof, Licensor hereby grants Licensee a license (the “License”) to use the designated area of the Parking Lot shown on Exhibit A hereto (the “Licensed Area”) on November 29, 2021, provided Licensor may move the Licensed Area to a comparably sized area within the Parking Lot by notice to Licensee prior to the Period (as defined below). The License is being granted solely for the parking lot (the “Event”). Licensee will not have any use of the Building.

(b) The Licensed Area will be available from 8:30 a.m. through 11:59 p.m. on November 29, 2021 (the “Period”). In no event will Licensee, or any designee, employee or independent contractor of the Licensee, knowingly take any action or fail to take any action in connection with the Event and/or during the Period that would or might interfere with or deleteriously affect any existing union jurisdictional arrangement relating to the Licensed Area, or otherwise interfere with or deleteriously affect the regular business operations of the Licensor.

(c) Licensee shall provide, at its sole cost and expense, all equipment, rights, licenses, clearances, consents, permissions, personnel, and any other items required in connection with the Event including as described in this Section 1(c). Licensor shall have no liability to provide any of the foregoing. Licensee acknowledges and agrees it will not provide food or catering within

the Licensed Area (provided Licensee may provide prepackaged single serving meals and drinks in the Licensed Area during the Period so long as all such service is compliant with all COVID related regulations). Licensee further acknowledges and agrees that the Activities may be subject to certain public health related rules and regulations, and that it will at all times be compliant with all applicable rules, regulations and laws applicable to the Activities, including public health related rules and regulations, and that Licensor shall not have any liability or responsibility for Licensee's obligations thereunder or under any other applicable law, statute, ordinance, orders, judgments, regulations, administrative or judicial determinations, even if unforeseen or extraordinary, of every federal, state or local governmental or quasi-governmental authority, court or agency whether now or hereafter enacted or in effect including any order or other directive issued by the Los Angeles Department of Public Health (collectively, the foregoing, the "Applicable Law").

2. **Licensor's Proprietary Rights.** Nothing herein grants Licensee any right in or any license to any proprietary rights of Licensor, including any photographs, films, recordings or other materials which contain any of the names, voices, likenesses, images, biographical information, logos, trademarks, tradenames, service marks, copyrights, intellectual property or other proprietary rights or symbols (including images, photographs or film of the Building, or any of the foregoing contained in any signage, audio or visual displays or exhibits in the Building) (collectively, "Proprietary Rights") of Licensor, or any of its affiliated entities or licensees (including artists, performers, players or others exhibiting, performing or playing at the Building), or any of their respective sponsors, advertisers, officers, directors, equity holders, members, partners, employees, agents, representatives, successors or assigns, or any other person, without the express prior written consent of the owner of such Proprietary Rights or such other parties whose consent may be required therefor. Notwithstanding the foregoing, nothing in this Section 2 shall diminish any rights Licensee would otherwise enjoy as a member of the general public.

3. **Consideration.**

(a) Licensor will waive the customary fee for the right and privilege to conduct the Event on the Licensed Area during the Period, based on the development agreement and relationship between the parties.

(b) Licensee will pay Licensor for the costs and expenses incurred by Licensor in connection with providing certain personnel, catering services, parking lot cleaning, equipment and/or materials for the Event (as reasonably determined by Licensor in its sole discretion based on the nature of the Event after consulting with Licensee), the actual amount of which will be provided to Licensee upon conclusion of the Event and which is currently estimated at \$60,000 (the "Labor Expenses").

(c) The parties will conduct a financial settlement for the Expenses no later than 5 days following the Event ("Settlement"), whereby Licensor will verify its expenses. Licensee agrees to pay all Expenses owed within 10 days of completion of the Settlement.

4. **Representation and Warranties.** Licensee represents and warrants to Licensor that: (i) it has the right, power and authority to enter into and perform this Agreement; (ii) it will not use the Proprietary Rights of Licensor (including third party Proprietary Rights displayed in or on the Building) in connection with its Activities or the Event without a separate written consent from Licensor; (iii) the Event will not violate the right of privacy or other civil right or constitute a defamation, libel or slander; (iv) it will not use any laser and/or pyrotechnic devices whatsoever, or execute any special effects, without securing the prior written consent of the Licensor and any necessary permits required in connection herewith; (v) it will comply with all Applicable Laws,

and (vi) the Event will not in any way constitute actionable trade disparagement in connection with the Licensed Area, the Building, Licensor or any of its affiliates, teams, employees and/or officers and/or their products, sponsors or their respective names, trademarks or logos.

Licensor represents and warrants it has the full power, right and authority, to grant the License on the terms and conditions contained herein.

5. Indemnification; Insurance.

(a) To the fullest extent permitted by law, Licensee will indemnify, defend and hold harmless Forum Entertainment LLC, its owners, managers and partners and all of their respective parent, subsidiary and other affiliated entities, whether direct or indirect, and all members, managers, directors, officers, equity holders, partners, employees, agents, representatives, attorneys, lenders, licensees, and successors and assigns of any of the foregoing (collectively, the "Indemnified Parties"), from and against any and all third party claims, actions, causes of action, demands, liabilities, losses, damages, judgments, settlement expenses, penalties, fines, costs and expenses whatsoever (including court costs, reasonable outside attorneys' fees, reasonable and verifiable expert and consultant fees and related disbursements whether incurred by Licensor or any Indemnified Party in actions involving third parties) (individually, a "Loss" and collectively, the "Losses") directly or indirectly arising out of, related to, or in connection with: (i) the actual or alleged breach by Licensee of any of its agreements or covenants under this Agreement; (ii) the untruth or inaccuracy of any of Licensee's representations and warranties hereunder; (iii) the Event including any preparation for or load-in or load-out, marketing or advertising, any hospitality function, reception, promotional event or similar event hosted by Licensee; (iv) any vendors engaged in connection with the Event, including any providers of transport, sound and lights and other production elements and any caterers/food service companies; (v) any claims by any persons attending or working at the Event that they have suffered an illness, disease or other adverse health related condition as a result of attending or working at or on the Event; (vi) the use of the Building and/or the Licensed Area, or any part thereof, in connection with the Program or the Event including any areas and facilities utilized for ingress and egress; and (viii) any operations, presence or activities of (including any work performed, services rendered, equipment used or provided by or materials used or provided by) Licensee, its affiliates, vendors, suppliers, consultants, subcontractors or its or their respective members, managers, directors, officers, equity holders, partners, employees, agents, representatives, attorneys, lenders, licensees, and successors and assigns (collectively, "Licensee Persons").

(b) In connection with the Event, Licensee shall obtain and maintain, at its sole cost and expense, the following insurance with insurance companies licensed to do business in the State of California and with a minimum of an "A" rating in the current edition of Best's Insurance Guide:

(i) Commercial General Liability Coverage (including coverage for personal and bodily injury, contractual liability, products/completed operations and all automobile/commercial vehicle liability) which covers Licensor, the Indemnified Parties and Licensee, their respective officers, directors, employees, contractors and successors and assigns, which provides for limits of liability of at least Three Million Dollars (\$3,000,000) for personal and bodily injuries to, or the death of, one or more persons each occurrence and Five Million Dollars (\$5,000,000) general aggregate, also including Property Liability Coverage for damages to property suffered by any third party, arising out of or in connection with the preparation, conduct, move-in or move-out of the Event and/or the use of the Licensed Area or the Building, or any part thereof, in connection therewith.

(ii) Workers' Compensation Insurance, Employer's Liability Insurance and all other insurance coverage of similar character applicable, or relating to, the employment of Licensees' officers, directors, employees, agents and/or independent contractors.

(iii) All Risk Property Damage Insurance covering the full replacement value of any and all equipment, materials or other personal property that Licensee, or any of their employees or contractors brings onto the Licensed Area in connection with the Event.

(iv) Licensee shall deliver to Licensor certificates of insurance evidencing all insurance required hereunder upon execution of this Agreement, but in no event later than November 24, 2021.

(v) Certificates of insurance evidencing the insurance required under this Agreement (excepting Workers' Compensation Insurance) shall contain the following endorsement: "**Additional Insureds:** Forum Entertainment LLC, its owners, managers and partners and all of their respective parent, subsidiary and other affiliated entities, whether direct or indirect, and all members, managers, directors, officers, equity holders, partners, employees, agents, representatives, attorneys, lenders, licensees, and successors and assigns of any of the foregoing, as respects the liabilities assumed by Plane Meets Paper Productions, LLC (Licensee). Such coverage will be primary for all purposes, without any right of contribution, to the extent of the liability assumed by Licensee."

6. **Trade Secrets/Confidentiality.** Except as specifically authorized by a party hereto in writing, information and other data developed or acquired by, or furnished to, the other in the performance of this Agreement shall be used only in connection with this Agreement. Accordingly, each party agrees that all matters learned by such party concerning the other including the terms of this Agreement, are trade secrets or otherwise proprietary and/or confidential, not to be disclosed, disseminated or otherwise revealed, in whole or in part, in any manner whatsoever to anyone, except (a) if compelled pursuant to valid legal order, process or proceeding with written notice to the non-disclosing party and the exercise of reasonable best efforts to preserve the confidentiality of such material, including by cooperating with the party to whom the material pertains, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the disclosed material, or (b) to a party's respective employees, attorneys and accountants solely with a need to know, provided that such persons treat such materials and matters in accordance with the provisions of this Section 6 during and after the Term of this Agreement.

7. **Assignment.** Licensee shall not assign any of its obligations or delegate any of the duties to be performed hereunder without the prior written consent of Licensor. Any attempt to assign without such permission shall be void and of no effect ab initio.

8. **Miscellaneous.**

(a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California. Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Los Angeles, California, under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"). The arbitration will be conducted by a single arbitrator under JAMS Streamlined Arbitration Rules. The decision and award of the arbitrator will be final, and binding and any award may be entered in any court having jurisdiction. In the event of any claim by Licensor against Licensee, whether or not material, Licensor shall be limited to Licensor's remedy at law for monetary damages, if any,

and Licensor shall not be entitled to enjoin, restrain or interfere with the development, production, advertising, publicizing, exhibiting or exploitation of the Program.

(b) This Agreement may not be modified amended or otherwise changed except by written agreement of the parties hereto. No waiver of any provision of this Agreement will constitute a waiver of any other provision hereof, nor will such waiver constitute a continuing waiver. No failure of such a party to insist upon strict compliance by the other party with any obligation, covenant, agreement, or condition contained in this Agreement will operate as a waiver of such obligation, covenant, agreement or condition. All remedies hereunder are cumulative and are not exclusive of any other remedies provided at law or in equity.

(c) This Agreement including all of the Exhibits attached hereto and incorporated herein supersedes any and all other agreements, written or oral, between the parties hereto, and constitutes the entire agreement between the parties with respect to the subject matter hereof. Licensor's Standard Terms and Conditions related to use of the Licensed Area are attached hereto as Exhibit B and incorporated herein.

(d) If any provision of this Agreement is declared invalid or unenforceable, such provision will be deemed modified to the extent necessary and possible to render it valid and enforceable. The unenforceability and invalidity of any provision will not affect any other provision of this Agreement, and this Agreement will continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.

(e) The headings of the Sections of this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. The Exhibits which are attached hereto are expressly incorporated herein, and all references to the Agreement include such incorporated Exhibits. Except as otherwise explicitly specified to the contrary in the Agreement, (a) all references in this Agreement to any Section are to the corresponding Section of this Agreement, (b) any word in this Agreement imparting the singular number only will include the plural and vice versa, (c) words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision, Section or Paragraph in which such words appear unless the context otherwise requires, (d) the word "or" will be inclusive and not exclusive, and (e) the word "including" or any variation thereof means "including, without limitation," and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(f) Facsimile or electronic signatures hereon shall be deemed original for all purposes. Additionally, this Agreement may be signed in counterparts.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

If the foregoing is acceptable, please sign in the space provided below.

LICENSEE

LICENSOR

City of Inglewood

Forum Entertainment LLC

BY: _____
An Authorized Signatory

BY: _____

Title: _____

Title: _____

EXHIBIT A

Monday, November 29, 2021

8:30 AM	Kareem Access
9:00 AM	Load-in
12:00 p.m. – Load-in (will update based on stage set-up)	
• Dress stage (City vendor)	
• Set-up refreshment stations (City vendor)	
• Stage stockings (City)	
• Snow machine set-up (City vendor)	
3:00 p.m.	Production Call Back
4:00 p.m.	Sound Check
5:00 p.m.	Kareem Gate & Prairie Gate Open
6:30 p.m.	Welcome
6:35 p.m. – 6:40p.m.	Color Guard Presentation
6:40 p.m. – 6:50 p.m.	Talent A
6:55 p.m. – 7:00 p.m.	Talent B
7:00 p.m. – 7:05 p.m.	Talent C
7:05 p.m. – 7:15 p.m.	Greetings from Mayor and Council Members/Official Lighting of the Tree
7:15 p.m. – 7:30 p.m.	Talent D
7:45 p.m. – 8:00 p.m.	Talent E
8:15 p.m.	Santa arrival and greeting of kids (socially distanced)
9:00 p.m.	End of Event
9:00 p.m.	Load-out Begins
12:00 a.m.	End of Day

Exhibit B

FORUM ENTERTAINMENT LLC Standard Terms and Conditions

1. No weapons of any kind or nature will be permitted to be brought onto the Licensed Area and Licensor shall have the right, in its sole discretion, to request an advance weapon check for any person entering the Licensed Area. Any person found carrying a weapon will not be permitted to enter the Licensed Area and may be made subject to criminal prosecution.
2. Licensor, in its sole discretion, shall be entitled to utilize special security equipment anywhere on the Licensed Area, including, but not limited to, any entrances to be utilized by the public or Licensee or its employees, agents or guests. In any such case, Licensee shall be responsible for all costs and expenses incurred in connection therewith. Licensor may refuse admission to or cause to be removed from the Licensed Area any undesirable person within its reasonable discretion.
3. As between the parties, all security requirements or problems will be brought to the attention of, and all security for the Event will be subject to the ultimate authority and control of Licensor's designated personnel or representative.
4. Licensee shall comply with the requirements of all applicable laws, orders, regulations, directives and prescriptions of Federal, state, county and municipal authorities which shall impose any duty upon Licensor or Licensee with respect to the Licensed Area and shall cause all participants in the Event to cooperate with Licensor and Licensee with respect to such matters. Licensee shall comply with all applicable rules, orders, regulations or requirements of the Board of Fire Underwriters or any comparable body and shall not do or permit anything to be done in or about the Licensed Area or the Building or bring or keep anything therein which shall increase the rate of fire insurance on the Building or on property located therein.
5. Licensee shall, and shall cause its servants, agents, employees, licensees, patrons and guests to, abide by such rules and regulations as may from time to time be adopted by Licensor for the use, occupancy and operation of the Licensed Area.
6. If the Licensed Area or any portion of the Building is destroyed due to any reason beyond the control of Licensor prior to or during the Period to an extent that, in Licensor's opinion, which shall be conclusive, the Licensed Area cannot be used by Licensee as provided herein, this Agreement shall cease and terminate, in which event, as Licensee's sole and exclusive remedy with respect to such termination, the amounts payable by Licensee to Licensor under the paragraph in this Agreement headed "Consideration" shall be pro-rated to the time of such cessation and termination and shall be paid by Licensee to Licensor. Licensee hereby waives and releases Licensor from all damages, compensation or claims for damages to any person or property caused by such destruction.
7. Licensee agrees that all of its property and any property of others brought or permitted by it upon the Licensed Area, or shipped, sent or otherwise delivered by it to the Licensed Area, including all vehicles, shall be at the risk of Licensee and that Licensor shall not be liable to Licensee for any loss or damage due to same.
8. Upon the expiration of the Period or the termination of this Agreement for any reason whatsoever prior to the expiration of the Period, Licensee shall immediately quit and surrender the Licensed Area to Licensor. Upon such quitting and surrender, the Licensed Area shall be in the same condition of cleanliness as at the beginning of the Period and in good order, ordinary wear excepted. Licensee shall promptly remove from the Licensed Area any goods or chattels brought or permitted on the Licensed Area. In addition to any and all other remedies available to Licensor at law or equity for non-compliance with the provisions of this paragraph, Licensor shall have the right, but not the obligation, in addition to any other rights provided by law or elsewhere in this Agreement, to remove (and, if appropriate, store) the property of Licensee and any third parties occupying the Licensed Area pursuant to this Agreement in such manner as it may deem reasonable under the circumstances. All costs resulting from the removal (and, if appropriate, storage) of such property shall be borne exclusively by Licensee.
9. If Licensor is prevented from performing its obligations hereunder and the Event cannot, therefore, take place, in whole or in part, because of Act of God, national emergency, war, acts of terrorism, credible threats of violence, security or safety concerns), strike, lockout or other labor disputes, severe inclement weather, order of any public authority (including any health or public safety related order) or any other similar or dissimilar cause beyond the reasonable control of Licensor, Licensor shall have no obligation or liability to Licensee as a result thereof. In addition, with respect to any and all services, whether furnished by Licensor to Licensee with or without charge, Licensor shall in no event be liable for a failure to provide such services, or for the acts or omissions of any person or entity with respect to such services, resulting from strikes, lockouts or other labor disputes, accidents or any other causes whatsoever beyond the reasonable control of Licensor.