

## PARKING LOT USE AGREEMENT

This Parking Lot Use Agreement (“Agreement”) is entered into as of November 14, 2024 (“Effective Date”) by and between the COVE COMMUNITIES SENIOR ASSOCIATION dba JOSLYN CENTER, a California nonprofit corporation (“Owner”), and PALM DESERT WAVE HOUSE, LLC, a California limited liability company (“Licensee”). Owner and Licensee are at times referred to herein individually as “Party” and collectively as “Parties.”

### RECITALS:

- A. Owner owns that certain real property located at 73750 Catalina Way, Palm Desert, CA 92260 (“Property”).
- B. Owner operates the JOSLYN CENTER, which is located near Licensee’s property.
- C. Licensee owns real property at 73697 Santa Rosa Way, Palm Desert, CA 92260, and conducts a variety of community events on this property, also known as the Desert Wave.
- D. Licensee has requested the right to use that certain portion of the Owner’s Property consisting of a parking lot (“Parking Area”).
- E. Owner recognizes that the Palm Desert Wave House and the events held there are beneficial to the Palm Desert community as a whole and that the revenue from rent for its parking spaces is beneficial to its operations.
- F. Owner is willing to permit Licensee to rent parking spaces in its Parking Area pursuant to the terms and conditions set forth in this Agreement.

### AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this agreement, the parties agree as follows:

- 1. **Grant of License.** Owner grants to the Licensee a limited, revocable, non-exclusive license (“License”) to use the Parking Area for the permitted uses specified in Section 2 during the Term. Licensee shall have no right to use any other portion of the Property unless otherwise stated in writing.
- 2. **Uses.** Licensee shall have the non-exclusive right to use the Parking Area for passenger vehicle parking during events at the Palm Desert Wave House (“Desert Wave”), including for Licensee’s employees, vendors and members of the public. The Parking Area shall not be used for overnight parking unless expressly authorized by Owner in writing.
- 3. **Term.** The term of this Agreement (“Term”) shall commence as of the Effective Date and shall continue until November 14, 2025. Following the expiration of this initial Term, the



agreement will automatically renew on November 14th of each subsequent year for an additional one (1) year term (a "Renewal Term"), unless terminated earlier pursuant to Section 12, or otherwise extended in writing by the Parties.

4. **Limitations to Agreement.** Licensee's use of the Parking Lot shall not be exclusive. Owner shall have the right to use the parking lot for its own purposes, which shall take priority over the Licensee's right of use.
  - 4.1. Licensee shall request use of the Parking Lot, in writing, at least one (1) week in advance. The notice shall indicate the date and time of use and the number of spaces requested.
  - 4.2. Licensee understands that the Owner uses its Parking Lot from 8AM-5PM Monday-Friday, and on a limited basis until 5 PM on weekends. Licensee understands that its requests for parking spaces during Owner's business hours are subject to availability as determined solely by the Owner.
  - 4.3. Owner agrees to make the Parking Lot available to the Licensee after 5PM and at other times when it is not needed for the Owner's business operations. The Licensee shall use the Parking Lot solely for Palm Desert Wave House event parking.
5. **Agreement Fee.** It is mutually agreed that the Licensee or its authorized agent shall pay the Owner Two Hundred Fifty Dollars (\$250.00) for east parking lot use only per event, and Five Hundred Dollars (\$500.00) for both east and south parking lot use per event.
  - 5.1. The Owner shall be paid at least 48 hours before the date of the rental based on the lot or lots requested.
  - 5.2. The lot fee will increase \$25 annually upon each renewal of this Agreement.
6. **Security.** Owner shall have no obligation to provide security (including, but not limited to, lighting) for the Parking Area. Any security for the Parking Area shall be the sole responsibility of Licensee at Licensee's sole cost and expense.
7. **Owner Obligations.** Owner shall provide the Parking area fully paved, striped, and otherwise ready for use as a parking lot on the Effective Date.
8. **Licensee Obligations.**
  - 8.1. **Limit Use.** Licensee shall ensure that the Parking Area is used only for Palm Desert Wave House events, and that no vehicles are left in the lot overnight. Furthermore, Licensee agrees that in the event that a vehicle is left in the Parking Area overnight, Owner may request that the vehicle be towed pursuant to Section 8.7 of this Agreement, or have the vehicle towed and removed from Owner's lot at the vehicle owner's expense. Owner may utilize the Parking Area at any time consistent with this Agreement.
  - 8.2. **Notice of Use.** Licensee shall ensure the Owner is provided with one (1) week notice prior to all scheduled events that require parking use. See Section 4.
  - 8.3. **No Alterations.** Licensee shall not make any alterations in or to the Parking Area without the prior written consent of the Owner.
  - 8.4. **Damage.** During the Term, Licensee shall be responsible to repair any damage to the Parking Area arising solely from or connected to Licensee's use of the Parking Area.



- 8.5. No Nuisance or Waste.** Licensee shall not commit, suffer, or permit any nuisance or waste, environmental waste, damage, or destruction to occur in or about the Parking Area and shall not permit the use of the Parking Area for any illegal or immoral purpose. During the Term Licensee shall comply with all federal, state, and local laws, regulations, and ordinances and the terms of this Agreement concerning the Parking Lot and use of the Parking Lot.
- 8.6. No Repair on Vehicles.** Licensee shall not permit any vehicle to be subject to repair and maintenance in the Parking Area.
- 8.7. Towing.** Licensee shall be responsible for towing any vehicles which are parked in the Parking Area without Licensee's consent or authorization.
- 9. Owner's Right to Inspect.** Owner, through its employees or agents, shall have the right to enter upon the Parking Area at all reasonable times during the Term of this Agreement for the purpose of inspecting the same and making such repairs as Owner may deem desirable, upon providing Licensee with reasonable advance notice, whenever practicable.
- 10. Assignment and Subletting.** Licensee may not assign its rights under this Agreement in whole or in part, nor sublet the Parking Area or any portion of the Parking Area to any party without the prior written consent of Owner; provided Licensee shall have the right to assign or sublet (without Owner's consent) to an affiliated entity of Licensee or any successor in-interest by way of acquisition, merger or similar event. Notwithstanding the foregoing, Licensee may charge its employees for use of a parking space in the Parking Area.
- 11. Covenants Against Discrimination.** Licensee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.
- 12. Indemnification.** To the fullest extent permitted by law, Licensee shall defend, indemnify and hold Owner, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Licensee or anyone it allows to use the Parking Area in connection with this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses.
- 13. Termination.** This License may be terminated by either Party, with or without cause, by providing written notice of termination to the other Party at least thirty (30) days before the last agreed upon rental. Such termination will be effective thirty (30) days after such notice is received or last agreed upon rental has concluded.
- 14. Duties upon Termination.** Upon termination of this Agreement, Licensee, at its sole expense, shall be solely responsible to perform the following:
- 14.1. Licensee shall clean and restore the Parking Area to a condition similar to that existing prior to the Effective Date, subject to reasonable wear and tear.



- 14.2. Remove all personal property on the Parking Area including, but not limited to, removal of all vehicles.
  - 14.3. Should Licensee fail to vacate the Parking Area in a clean and undamaged condition and remove all personal property, Owner may arrange for the cleaning and/or repair of the Parking Area and the removal of personal property, the cost of which will be immediately reimbursed by Licensee.
  - 14.4. The Parties' obligations under Section 9 (and all general provisions of this Agreement) shall survive termination of this Agreement.
15. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified, and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Except for documents that require original signatures, documents pertaining to this Agreement, including annual renewals (section 3) rent increase notices (section 3) and Licensee's Requests to use the Parking Lot (section 4) may be signed electronically and delivered by email. Notices deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. A Party's address may be changed by written notice to the other Party.

**To Licensee:** Palm Desert Wave House LLC.  
% Stayner Architects, 4362 Melrose Avenue,  
Los Angeles, CA 90029  
Email: [Inquiries@the-desert-wave.com](mailto:Inquiries@the-desert-wave.com)

**With a Copy to:** Gilbert A. Stayner  
3908 Dixie Canyon Avenue  
Sherman Oaks, CA 91423  
Email: [Inquiries@the-desert-wave.com](mailto:Inquiries@the-desert-wave.com)

**To Owner:** Cove Community Senior Association  
dba-Joslyn Center  
73750 Catalina way  
Palm Desert, CA 92260  
Attn: Dr. Jay Seller, Executive  
Director Email:  
[jays@joslyncenter.org](mailto:jays@joslyncenter.org)

**With a Copy to:** City of Palm Desert  
Attn: City Manager's Office  
73-750 Fred Waring Dr.  
Palm Desert, Ca 92260



16. **General Provisions.**

- 16.1. **Attorneys' Fees.** In any action between the Parties hereto, seeking enforcement of any of the terms and provisions of this Agreement, or in connection with the Parking Area, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.
- 16.2. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California with regard to conflicts of laws principles or rules. Any legal action to interpret or enforce any term or conditions of this Agreement shall be brought in the Superior Court of California or the County of Riverside.
- 16.3. **No Waiver.** No delay or omission by either Party in exercising any right or power accruing upon the compliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.
- 16.4. **Modifications and Amendment.** In order to be effective, any modification or amendment of this Agreement shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of both Parties.
- 16.5. **Severability.** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.6. **Final Agreement.** This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement and all prior or contemporaneous agreements, understandings, representations and statements shall be of no force or effect.
- 16.7. **Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all Parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- 16.8. **Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.
- 16.9. **Non-Liability of Officials or Employees.** No officer, official or employee of



Owner shall be personally liable for any obligations under the terms of this Agreement.

17. **Insurance Requirements:** The Licensee, and/or its Agents or Vendors at its sole cost and expense, shall purchase, maintain and keep in force during the term of this Agreement the following insurance issued by underwriters “admitted” by the California Commission and rated “A” or “B” by Best Key Rating Guide:
  - 17.1. Certificate Of Workers’ Compensation Insurance as required by the statutory laws of the State labor code.
  - 17.2. Certificate of General Liability Insurance with accompanying “Additional Insured” and “Waiver of Subrogation” endorsement documents. All endorsements shall clearly state the policy number.
  - 17.3. Commercial General Liability policies shall include endorsements naming the Joslyn Center, its Officers, Agents, Members, volunteers and Employees as additional insured. Endorsements for General Liability shall state that the Licensee’s/Agents/Vendors’ insurance is “primary” and that the Owner is “non-contributory.” Or, copies of the complete policy which states the equivalent may be submitted in their entirety.
  - 17.4. Minimum Requirements-General Liability Insurance:
    - One million dollars (\$1,000,000) each occurrence (combined single limit)
    - One million dollars (\$1,000,000) for personal injury liability
    - Two million dollars (\$2,000,000) in the aggregate
18. Entire Agreement and Amendment:

The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the parties with respect to the matters contained herein. No modification of or amendments to the agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.

**[Signature Page on the Following Page]**



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the  
Effective Date:

OWNER:

Cove Community Senior Association, dba Joslyn Center

By: \_\_\_\_\_

LICENSEE:

Palm Desert Wave House, LLC

By: \_\_\_\_\_

