



**OCEANGATE**  
 100 Oceangate, 12th Floor  
 Long Beach, CA 90802  
 Phone: (562) 628-5500 / Fax: (562) 628-5501

Agreement #: 114763  
 www.pbcenters.com

**PREMIER OFFICE LICENSE AGREEMENT** Page 1 of 1

Date of Agreement: 1/8/19 Initial Term: 24 Initial Term Start Date: 2/1/19 Initial Term Expiration Date: 1/31/21

Client Name: Port of Los Angeles Email Address: rglobus@portla.org  
 Contact Name: Regner Globus Billing Address: 425 S. Palos Verdes Street  
 Phone Number: 3107323291 San Pedro, CA 90731

PREMIER OFFICE(S) SELECTED					
Office Number	Office Type	Number of Users	Monthly Fee	Promotional Discount <sup>1</sup>	Monthly Fee after Promotional Discount <sup>2</sup>
1241	Interior	1	\$572.00	2.96517 Months Free	\$501.33

MONTHLY COSTS	
Total Monthly Fee After Promotional Discount <sup>2</sup>	\$501.33
Total Ongoing Support Services	\$260.00
Taxes	\$0.00
<b>Total Monthly Costs</b>	<b>\$761.33</b>

ONE-TIME COSTS	
Service Commencement Fee	\$0.00
Taxes	\$0.00
Security Deposit (On-Hand: \$641.33)	\$641.33
<b>Total One-Time Costs</b>	<b>\$0.00</b>

<b>TOTAL DUE AT SIGNING</b>	<b>\$761.33</b>
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The pricing and terms of this agreement are valid for 3 business days. A Signed copy must be received by Premier no later than 5pm local time on the third day.

Miscellaneous: In months 13-24 the base rent of this agreement (office 1241) will go from \$501.33 to \$572.00 per month.

Office License Agreement ("Agreement") consists of this cover page (defined as the "First Page Basic Terms"), the Terms and Conditions, the Center Rules, the "Premier Support Services" addendum with the schedules for "Ongoing Support Services" and "Support As you Need It Services" and the other documents referenced therein. Sales tax will be charged where applicable.  
<sup>1</sup>Promotional Discount does not apply to Renewal Terms.  
<sup>2</sup>Monthly Promotional Discount is determined by taking the total Promotional Discount and dividing by the total months of the Initial Term.

Client: City of Los Angeles, Harbor Department

PREMIER OFFICE CENTERS, LLC  
 a California Limited Liability company

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 By: Jeffrey H. Reinstein  
 Chief Executive Officer



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 Long Beach, CA 90802  
 Phone: (562) 628-5500 / Fax: (562) 628-5501

**Agreement #: 114763**  
 Effective Start Date: 02/01/2019  
 Expiration Date: 01/31/2021  
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## PREMIER SUPPORT SERVICES

### ONGOING SUPPORT SERVICES

SUPPORT & OFFICE FACILITIES			
Title	Description	#	Cost
Complimentary Meeting Room Credits*	Per Billing Cycle		
Pre-Purchase Meeting Room Credits*	Per Billing Cycle		
Office Furniture Rental	\$ Upon request		
Mail Forwarding			

BUILDING AMENITIES **Prices subject to change without notice			
Title	Description	#	Cost
Parking – Unreserved**		1	\$110.00
Parking – Reserved**			
Parking – Valet**			

IT & TELECOM			
Title	Description	#	Cost
Premier Internet	\$99 per month/per person; Broadband Internet Connection	1	\$99.00
Premier Connect	\$195 per month/per person; Internet, Free Local/Long Distance Calls*, Voice Mail and M/Line Ans.		
Premier Connect Plus	\$50 per month/per person; Call Screening & Voice-to-Call/Email		
Premier Dedicated Bandwidth	\$150 per month/ per 1mbps		
Static IP Address	\$30 per month		
411 Directory Assistance Listing	\$15 per month		
Fax Line	\$25 per month		
Additional DID	\$25 per month/ per number		
Additional Voice Mail Box/Tree	\$25 per month/ per VM box		
Call Patching and Notifications	\$65 per month		
Unlimited Scanning	\$25 per month		

VENDOR BENEFITS			
Title	Description	#	Cost
LexisNexis	\$350 per month/ per person		

STANDARD FEES			
Title	Description	#	Cost
CAM	Maintenance Fee		\$26.00
Kitchen Amenities Fee	\$25 per month/ per person	1	\$25.00

\* Domestic Long Distance Only  
 † You may cancel your reservation at no charge any time prior to 24 hours of your scheduled reservation. Your account will be charged if cancellation is after the 24 hour deadline. Prices listed are at the Client Rate.

### SUPPORT AS YOU NEED IT

SUPPORT & OFFICE FACILITIES	
Title	Description
Premier Support Services	\$40 per hr at 15 min intervals
Catering	\$ Upon request
Meeting Rooms* – Premium	
Meeting Rooms* – Large	\$65.00 per hr
Meeting Rooms* – Medium	\$45.00 per hr
Meeting Rooms* – Small	\$35.00 per hr
Copy & Print	\$0.15 per pg. b/w; \$1.00 per pg. color
Scanning	\$0.15 per pg.
Fax	\$1 per page (Domestic)
Postage	Cost + 30%
FedEx	Cost + 30%
Package Storage Fee	\$5 per day after 48 hours

BUILDING AMENITIES	
Title	Description
Access Card – Additional / Replacement	\$50 per card
Keys – Additional / Replacement	\$25 per key
Parking – Validation	Cost + 30%
Signage – Lobby Listing	

TELECOM	
Title	Description
Local Calls	\$0.05 per minute
Local Long Distance Calls	\$0.18 per minute
Domestic Long Distance	\$0.34 per minute
International	\$1.45 per minute

MISCELLANEOUS ONGOING SUPPORT SERVICES			
Title	Description	#	Cost

<b>TOTAL MONTHLY SUPPORT SERVICE FEES</b>	<b>\$260.00</b>
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Company: Port of Los Angeles

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

**1. SERVICES LICENSED.** Pursuant to this Agreement, you have a license to use the office(s) assigned to you. You also have shared use of common areas in the Center including lobby and kitchen areas (but excluding use of conference rooms and day offices except as set forth in the Rules and Regulations). You have access to your office(s) 24 hours a day, 7 days a week. Our building provides office cleaning, maintenance services, electric, lighting, heating and air conditioning to the Center during normal business hours as determined by the landlord for the building ("Building Landlord"). In addition to your office(s), we will provide you with certain services on an as requested basis. The current schedule of services available on a requested basis and the fees for such services is set forth under the "Support As You Need It" column on the Premier Elective Support Services page of this Agreement. The services/fee schedule will be updated from time to time. You will be obligated to pay for the recurring services selected under the "Ongoing Support Services" column on the Premier Elective Support Services page of this Agreement throughout the term of this Agreement (as may be extended). The fees for such services are charged to your account and are payable on the first day of the next calendar month following the end of the most recent billing cycle for such services (which billing cycle is currently from the 13th day of the month to the 12th day of the next month). You agree to pay all charges authorized by you or your employees. Premier Office Centers, LLC dba Premier Business Centers (Premier) and vendors designated by Premier are the only service providers authorized to provide services in the Center. You agree that neither you nor your employees will solicit other clients of the Center to provide any service provided by Premier or its designated vendors, or otherwise. Any square footage listed on the first page of this Agreement for your office(s) are approximations and includes a portion of the common area of the Center. If you are assigned cubicle space pursuant to this Agreement or any amendment hereto, then for purposes of this Agreement and the Rules and Regulations attached hereto the terms "office" or "office(s)" shall be deemed to include the cubicle(s) assigned to you, including, without limitation, for purposes of Paragraph 11 below. If Client is entitled to monthly credits per billing cycle for meeting room use time pursuant to this Agreement, (i) the application of the credits will be based on the hourly usage rates established by Premier for the type of meeting room used, (ii) the credits shall apply only during the initial term of this Agreement, and (iii) Client may not carry over unused credits to future months. Client agrees that in the event a meeting room is used less than 30 minutes, then Client will still owe a minimum charge based on thirty (30) minutes of usage for each booking of a meeting room, even if not used for such time. Any additional meeting room use will be billed in minimum thirty (30) minutes increment(s).

**2. PAYMENTS.** You agree to pay, without offset or demand, the Basic Monthly Fee and all other monthly recurring fees in advance on the first day of each month. You also agree to pay monthly, at the same time as the Basic Monthly Fee and other monthly recurring fees (unless another time is specified herein for such payment), additional service fees, CAM Charges (as defined below) and all applicable sales or use taxes. If you dispute any portion of the charges on your bill, you agree to pay the undisputed portion on the first day of the calendar month. You agree that charges must be disputed within 30 days or you waive your right to dispute such charges. If any payments are not received by the third day of the month, you will be charged a service charge of 10% of the late payment or \$50, whichever is greater, for bookkeeping and administrative expenses. You will also be charged interest at 1.5% per month on late payments, or the highest rate permitted by applicable law, whichever is less. When you sign this Agreement you are required to pay the "Total Due at Move-In" amount shown on the first page of this Agreement. You acknowledge that the Basic Monthly Fee is based upon the number of persons occupying or using the office(s) assigned to you on the first page of this Agreement. If the number of persons that regularly uses or occupies the office(s) increases, an excess occupant fee may be charged for each such additional person. No acceptance of a lesser amount than the amounts payable by Client under this Agreement shall be deemed a waiver of Premier's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Premier may accept such check or payment without prejudice to Premier's right to recover the full amount due. Upon termination of this Agreement, you will be responsible for paying an office reconditioning fee equal to a flat rate of \$200 for an office measuring up to 150 square feet. A further charge of \$0.50 will be payable by you for each square foot over 150 square feet per office assigned to you. Declined credit cards will incur a \$25.00 service fee.

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**3. CAM CHARGES.** You will pay, as an additional charge, a monthly amount equal to \$0.25 per square foot of office space assigned to you as your share of the common area maintenance and building operating costs and charges ("CAM Charges") payable by Premier under its lease with the Building Landlord. Your share of CAM Charges, as specified in the immediately preceding sentence, will not change notwithstanding the actual amount of CAM Charges paid by Premier to the Building Landlord.

**4. SECURITY DEPOSIT.** Client shall deposit with Premier upon execution of this Agreement the Security Deposit specified on the first page of this Agreement as security for Client's faithful performance of Client's obligations hereunder. If at any time during the term of this Agreement (or any renewal or extension term), your Basic Monthly Fee and/or other monthly recurring fees are increased, then the amount of the Security Deposit will be increased by 200% of such increase in the Basic Monthly Fee and/or other monthly recurring fees, which increase shall be payable to Premier upon request. The Security Deposit will not be kept in a separate account from other funds of Premier and no interest will be paid to you on this amount. The Security Deposit may be applied to outstanding fees or charges at any time, at our discretion. Premier has the right to require that you replace any portion of the Security Deposit that we apply to your fees or charges. At the end of the term of this Agreement, if you have satisfied all of your payment obligations, we will refund the unapplied portion of the Security Deposit within 60 days.

**5. RULES AND REGULATIONS; FIRST CLASS USE.** You agree to comply with the rules and regulations of the Center ("Center Rules"), a copy of which you acknowledge having received upon your execution of this Agreement. You also agree to comply with the rules and regulations of the Building Landlord, and such rules and regulations shall constitute Center Rules for purposes of this Agreement. Premier has the right to reasonably amend the Rules and supplement the same with other reasonable Rules, and all such amendments or new Rules shall be binding upon you after 5 days notice to you. Nothing herein shall be construed to give you or any other person or entity any claim, demand or cause of action against Premier arising out of the violation of such Rules by any other client, occupant or visitor of the Center, or out of the enforcement or waiver of the Rules by Premier in any particular instance. To the extent there is a conflict between the Rules and this Agreement, this Agreement will control. Your use of your office(s) must be for a first class office use.

**6. HIRING PREMIER'S EMPLOYEES; NO SOLICITING OTHER CLIENTS TO RELOCATE.** Our employees are an essential part of our ability to deliver our services. You acknowledge this and agree that, if during the term of this Agreement and for 6 months afterward, you hire any of our employees (including, without limitation, any former employees hired by you within six months after the termination of their employment with Premier), you will pay Premier a commission for the hiring in an amount equal to one-half of the sum of (i) the annual base salary of the employee you hire, plus (ii) any bonus and/or commissions allocable to such employee on an annual basis. You agree that the obligation to pay a commission and the amount of the commission payable is fair and reasonable. You agree not to solicit or otherwise cause any other clients of the Center to move.

**7. LICENSE AGREEMENT. THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE.** We retain legal possession and control of the Center and the office(s) assigned to you. This Agreement and our obligation to provide you office space and services are subject and subordinate to the terms of our lease with the Building Landlord. This Agreement terminates automatically upon any termination of our lease with the Building Landlord or the termination of the operation of the Center (or a portion of the floor on which one or more of the offices assigned to you are located) for any reason. Additionally, Premier has the right to terminate this Agreement if the Building Landlord requires such termination due to your use of the office(s) or the nature or type of your business or organization. As our client you do not have any rights under our lease with the Building Landlord. When this Agreement is terminated because the term has expired or otherwise, your license to occupy the Center is revoked. You agree to remove your personal property and leave the office(s) as of the date of termination. We are not responsible for property left in the office(s) after termination. If you do not remove any property belonging to you after termination, you shall be conclusively deemed to have abandoned and conveyed such property to Premier, or, at Premier's option, Premier may remove and store the same and you shall pay to Premier upon demand all costs of such removal and storage. No act or thing done by Premier or any agent or employee of Premier during the initial or renewal term of this Agreement shall be deemed to constitute an acceptance by Premier of a surrender of the office(s) licensed by Client unless such intent is specifically acknowledged in writing by Premier. The delivery of keys to the office(s) to Premier or any agent or employee of Premier shall not constitute a surrender of the office(s) licensed by Client or effect a termination of this Agreement, whether or not the keys are thereafter retained by Premier, and notwithstanding such delivery Client shall be entitled to the return of such keys at any reasonable time upon request until this Agreement shall have been properly terminated.

**8. DAMAGES AND INSURANCE.** You are responsible for any damage you cause to the Center or your office(s) beyond normal wear and tear. Additionally, you are responsible for any damage you cause to the building or its parking facilities or common areas. We have the right to inspect the condition of the office(s) from time to time and make any necessary repairs. You are responsible for insuring your personal property against all risks. You have the risk of loss with respect to all of your personal property irrespective of whether it is in our possession or yours. You agree to waive any right of recovery against Premier and the Building Landlord, and their respective officers, directors, employees, shareholders, members, partners, agents and representatives, for any damage or loss to your property under your control. It is understood that all property in your office(s) or anywhere else in the Center is under your control. Without limiting the foregoing, Premier is not responsible, and shall have no liability, for any lost packages or mail, it being the understanding that Client, at Client's sole cost, is responsible for obtaining insurance to insure against the risk of lost packages or mail. You are also responsible for obtaining business interruption insurance insuring you in the event there are any issues or problems with the building in which the Center is located (the "Building"), including, without limitation, heating, ventilation and air conditioning problems, water leakage or utility disruptions.

**9. DEFAULT; TERMINATION.** You are in default under this Agreement if: (i) you fail to abide by, or to cause your employees or invitees to abide by, the Rules of the Center; (ii) you do not pay any amount payable by you hereunder on the designated payment date and after written notice of your failure to pay you do not pay within 3 days after the date of such notice, or (iii) you do not otherwise comply with the terms of this Agreement. If the default is unrelated to payment you will be given written notice of the default and you will have 10 days from the date of such notice to correct the default (unless the default cannot be corrected, in which event no cure period will apply). Premier has the right to terminate this Agreement early: (1) if you fail to correct a default within the applicable cure period or if the default cannot be corrected; (2) if you repeatedly default under this Agreement, in which case no cure period shall apply; or (3) if you use the Center for any illegal operations or purposes. Premier has the right to treat a violation of any of the Rules of the Center as a default which cannot be corrected; alternatively, Premier has the right to assess a penalty charge against Client for a violation of any of the Rules in an amount of up to \$500 per violation, which penalty charge will be payable by Client immediately upon demand by Premier. If this Agreement is terminated due to your default, then you will nevertheless remain liable for the Monthly Basic Fee and other monthly recurring fees which would have been payable for the remainder of the term had this Agreement not been terminated. If you default on your obligations under this Agreement, you agree that Premier may cease to provide any and all services, including without limitation access to your office(s), parking, telephone and internet services, without notice or the need to initiate legal process. You shall pay to Premier upon demand any costs, including without limitation reasonable legal fees, incurred by Premier in enforcing the terms of this Agreement. If Client or a company affiliated with Client enters into, or has already entered into, one or more separate agreement(s) with Premier or its affiliated entities for the use of other space in, or the provision of services at, the Center or any other center operated by Premier or its affiliated entities, then a default by Client under this Agreement shall, at Premier's option, also constitute a default by Client or its affiliate under such other agreement(s), and any default by Client or its affiliate under any such other agreement(s) shall, at Premier's option, also constitute a default by Client under this Agreement. Premier will not be liable for any default or breach by Premier under this Agreement unless you deliver written notice of such default or breach to Premier in accordance with the notice provisions of Paragraph 15 below and Premier fails to cure such default or breach within thirty (30) days after Premier's receipt of such notice.

**10. OUR LIMITATION OF LIABILITY.** You acknowledge and agree that due to the imperfect nature of verbal, written and electronic communications, neither Premier nor the Building Landlord or any of their respective officers, directors, employees, shareholders, members, partners, agents or representatives shall be responsible for damages, direct or consequential, that may result from the failure of Premier to furnish any service, including but not limited to the service of conveying messages, communications (including but not limited to telephone and internet service), or any other utility or services. You also acknowledge and agree that Premier shall not be responsible for any damages or losses, direct or consequential, resulting from any error or omission in providing, any failure to provide or any delay in providing, any computer or information technology services. Your sole remedy and Premier's sole obligation for any failure to render any service to be provided by Premier, any error or omission, or any delay or interruption of any service to be provided by Premier, is limited to an adjustment to your bill in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues. No such adjustment shall apply with respect to, and you will not be entitled to an offset against or reduction of any amounts payable by you under this Agreement in the event of, any delay or interruption of any service provided by the Building Landlord or other building issues or problems, including, without limitation, heating, ventilation and air conditioning problems, water leakage or utility disruptions. Without in any way limiting the foregoing, Premier will work with the Building Landlord in an effort to have the temperature in your office(s) at a comfortable range during normal business hours; however, you will not be entitled to an offset against or reduction of any amounts payable by you under this Agreement, nor will you have any other remedy against Premier or the Building Landlord, in the event you are not satisfied with the temperature range. **WITH THE SOLE EXCEPTION OF THE REMEDY DESCRIBED ABOVE, YOU EXPRESSLY AND SPECIFICALLY AGREE TO WAIVE, AND AGREE NOT TO MAKE, AND YOU AGREE TO INDEMNIFY AND HOLD PREMIER AND THE BUILDING LANDLORD HARMLESS FROM AND AGAINST, ANY CLAIM FOR DAMAGES OR LOSSES, DIRECT OR CONSEQUENTIAL, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS OR PROFITS (WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, OR STRICT LIABILITY (COLLECTIVELY, "DAMAGES")), EVEN IF PREMIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES), ARISING FROM ANY FAILURE TO FURNISH ANY SERVICE, ANY ERROR, ACT OR OMISSION WITH RESPECT THERETO, ANY DELAY OR INTERRUPTION OF SERVICES OR ANY ISSUES OR PROBLEMS WITH THE BUILDING, INCLUDING, WITHOUT LIMITATION, HEATING, VENTILATION AND AIR CONDITIONING PROBLEMS, WATER LEAKAGE OR UTILITY DISRUPTIONS. WITH REGARD TO ANY SERVICES PROVIDED BY PREMIER, PREMIER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, PREMIER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AVAILABILITY OF PARKING AT THE CENTER, AND CLIENT SHALL INDEMNIFY AND HOLD PREMIER HARMLESS FROM ANY PARKING CHARGES OR PENALTIES THAT MAY BE IMPOSED BY BUILDING LANDLORD DUE TO CLIENT'S USE OF PARKING AT THE CENTER.**

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~~**11. RENEWAL/NOTICE REQUIREMENT.** UNLESS CANCELLED AS PROVIDED BELOW, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A CONTINUING BASIS FOR THE SAME PERIOD OF TIME AS THE INITIAL TERM AND UNDER THE SAME TERMS AND CONDITIONS AS STATED IN THIS AGREEMENT, EXCEPT THAT DURING SUCH EXTENDED TERM (I) THE BASIC MONTHLY RENT SHALL BE THE FULL BASIC MONTHLY RENT STATED ON PAGE 1 OF THIS AGREEMENT WITHOUT ANY FREE RENT DISCOUNT, AND (II) ANY CREDITS AND CONCESSIONS GRANTED DURING THE INITIAL TERM (SUCH AS CREDITS THAT COULD BE USED FOR CONFERENCE ROOM USAGE) SHALL NO LONGER APPLY IF YOU HAVE LESS THAN 3 OFFICES. YOU MUST GIVE WRITTEN NOTICE 60 DAYS PRIOR TO THE DATE YOUR AGREEMENT IS SCHEDULED TO TERMINATE IN ORDER TO CANCEL YOUR RENEWAL. IF YOU HAVE 3 OFFICES OR MORE, YOU MUST GIVE WRITTEN NOTICE 90 DAYS PRIOR TO THE DATE YOUR AGREEMENT IS SCHEDULED TO TERMINATE IN ORDER TO CANCEL YOUR RENEWAL. SUCH NOTICE MAY ONLY BE DELIVERED ON THE FIRST DAY OF ANY GIVEN MONTH. IF SUCH NOTICE IS DELIVERED ON ANY OTHER DAY, IT SHALL BE DEEMED TO HAVE BEEN DELIVERED ON THE FIRST DAY OF THE FOLLOWING MONTH. THE AUTOMATIC RENEWAL PROVISIONS OF THIS PARAGRAPH APPLY TO OFFICES WHICH ARE LICENSED ON A MONTH-TO-MONTH BASIS, AS WELL AS TO OFFICES LICENSED ON A LONGER BASIS. NOTWITHSTANDING THE FOREGOING, PREMIER MAY TERMINATE THIS AGREEMENT AFTER EXPIRATION OF THE INITIAL TERM FOR ANY REASON WITH 30 DAYS NOTICE TO YOU BY INITIALING IN THE PLACE PROVIDED BELOW. YOU HEREBY ACKNOWLEDGE YOUR AGREEMENT TO THE RENEWAL PROVISIONS OF THIS PARAGRAPH 11.~~

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**12. RELOCATION; RENOVATIONS.** We reserve the right to relocate you to another office in the Center from time to time. If we exercise this right it will only be to an office of equal or larger square footage. This relocation will be at our expense. We reserve the right to show the office(s) to prospective clients and will use reasonable efforts not to disrupt your business. Client acknowledges that Premier may from time to time renovate, improve, alter, or modify (collectively, the "Renovations") the Center. Client agrees that such Renovations shall in no way constitute a constructive eviction of Client nor entitle Client to any abatement of the Monthly Basic Fee or other amounts payable by Client under this Agreement. Premier shall have no responsibility and shall not be liable to Client for any injury to or interference with Client's business arising from the Renovations, nor shall Client be entitled to any compensation or damages from Premier for loss of the use of the whole or any part of the office(s) being licensed by Client resulting from the Renovations, or for any inconvenience or annoyance occasioned by such Renovations.

**13. INTERNET SERVICES.** At Client's election and for an additional cost, Premier will provide Client with shared access to a high-speed Internet connection (Internet Service). Premier's basic Internet Service will be provided through a dynamic NAT (Network Address Translation) IP address, which change over time. The NAT IP addresses are behind Premier's firewall and do not provide direct inbound access. At Client's election, Premier will provide a static IP address for a further additional charge. Only one device may be connected to the Internet Service for each "Internet Access" connection subscribed to by Client. Premier will provide a single wall mounted Ethernet jack per office for physical connection to the Internet Service. If Client needs additional jacks, Client can either purchase a hub at its cost or, for an additional charge, request that Premier install an additional jack or relocate the existing jack. Client will be responsible for connecting its computer to the wall mounted Ethernet jack. **PREMIER SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, LIABILITY, CLAIM OR EXPENSE ARISING FROM ANY DEVICE THAT IS CONNECTED TO THE INTERNET SERVICE.** Except for the Ethernet jack provided by Premier as specified above, Client shall be responsible at its cost for obtaining and installing all other equipment and operating systems necessary to connect Client's device to the Internet Service. Some equipment may be available for purchase from Premier at an additional charge to Client. Client shall have sole responsibility for the installation, testing and operation of Internet facilities, services and equipment (other than installation specifically provided by Premier). **CLIENT SHALL BE RESPONSIBLE FOR USER ACCESS SECURITY AND NETWORK ACCESS, SUCH AS CONTROL OVER WHICH USERS USE THE INTERNET SERVICE AND INSTALLATION OF PASSWORDS.** Client acknowledges that Premier will not be providing user access security or virus protection of any kind, and Client agrees that Client shall have the sole responsibility for detecting and preventing against any network security breaches and computer viruses. In all cases, Premier shall in no way be responsible for external attacks, security breaches or computer viruses made on Client's computer or other devices. Client shall use the Internet Service only for accessing the Internet, and Client shall not use the Internet Service as a server site for ftp, telnet, chat, video conferencing, e-mail hosting, web hosting or other similar Internet services without Premier's prior written approval, which approval may be withheld in Premier's sole and absolute discretion. To protect client workstations, inbound access to the internal LAN is blocked at the firewall. However, if Client requires usage of inbound remote control software or Virtual Private Networks, Premier, at its election and at an additional charge to Client, may allow this type of inbound access on an as requested basis. Client is allowed to access the Internet Service utilizing only IP addresses issued by Premier, unless otherwise agreed to by Premier. Client will be charged for any unauthorized access to the Internet from the date of initial move in. Premier shall have the right to terminate Internet Service to Client for any unauthorized use of or access to the Internet by Client. Upon the expiration or earlier termination of this Agreement, Client must relinquish and discontinue use of any IP address(s) and e-mail accounts assigned to Client. Premier may elect to reassign new IP address(s) at any time. If Premier detects inordinate amounts of bandwidth consumption and/or connections in excess of one connection for each "Internet Access" connection subscribed to by Client, Premier reserves the right to either: (a) temporarily block services; (b) disallow usage above a pre-determined threshold; or (c) charge client for the excess bandwidth or additional connections used. Any such election by Premier shall not constitute a waiver of Premier's right to terminate this Agreement due to any breach by Client of the provisions of this Paragraph. After 2 warnings of inordinate bandwidth consumption by Client, Premier shall have the right to terminate Internet Service to Client. Voice over IP telephones are not allowed, and Client shall

not connect voice over IP telephones to the Internet Service. Client shall be subject to, and Client's use of Internet Service shall be limited by, any rules and regulations that Premier may impose in connection with use of the Internet Service. Premier shall have the right to terminate Internet Service to Client if Client violates any such rules and regulations. If Premier is informed by government authorities of inappropriate or illegal use by Client of Premier's facilities or other networks accessed through Premier, Premier may terminate Client's Internet Service. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD PREMIER HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, ACTION OR EXPENSE ARISING FROM CONTENT DISSEMINATED BY CLIENT'S EQUIPMENT, SOFTWARE AND/OR USERS OF THE INTERNET SERVICE. PREMIER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING BANDWIDTH SPEEDS FOR THE INTERNET SERVICE.

**14. HANDLING OF MAIL UPON TERMINATION.** Upon expiration or earlier termination of this Agreement, you must notify all parties with whom you do business of your change of address. You agree not to file a change of address form with the postal service. Filing of a change of address form may forward all mail addressed to the Center to your new address. In addition, all telephone and facsimile numbers and IP addresses are the property of Premier. These numbers will not be transferred to you at the end of the term. Upon termination of the Agreement you will pay a termination fee of \$200 per office to cover the cost of providing your new telephone number and address to all incoming callers, holding your mail and facsimiles for a period of 30 days after termination. After 30 days you may request the continuation of these services at our current rates.

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**15. NOTICES.** All notices are to be in writing and may be given by registered or certified mail, postage prepaid, overnight mail service or hand delivered with proof of delivery. Notices to Premier, to be effective, must be sent to the address of the Center listed on the first page of this Agreement and addressed to the attention of the Center's General Manager, with a copy addressed to Premier Business Centers, 2102 Business Center Drive, Attention: Director of Operations, Irvine, CA 92612. Notices to Client may be sent to Client at the address listed on the first page of this Agreement.

**16. MEDIATION; GOVERNING LAW.** In the event a dispute arises under this Agreement, you agree to submit the dispute to mediation pursuant to the procedure established by the American Arbitration Association; if the amount of your claim is less than \$10,000, then the AAA Online Mediation procedure shall apply. If mediation does not resolve the dispute, you agree that the matter will be submitted to arbitration pursuant to the procedure established by the American Arbitration Association in Orange County, California, unless Premier elects to not have the dispute resolved through arbitration. The decision of the arbitrator will be binding on the parties. The non-prevailing party as determined by the arbitrator shall pay the prevailing parties' attorneys' fees and costs of the arbitration. Furthermore, if a court decision prevents or Premier elects not to submit this matter to arbitration, then the non-prevailing party as determined by the court shall pay the prevailing parties' reasonable attorneys' fees and costs. Nothing in this paragraph will prohibit Premier from seeking equitable relief, including without limitation, any action for removal of Client from the Center after the license has been terminated or revoked. This Agreement is governed by the laws of the State of California.

**17. MISCELLANEOUS.** Client may not assign this Agreement without Premier's prior written consent, which consent will not be unreasonably withheld. No assignment shall release Client from Client's liability under this Agreement. This Agreement is the entire agreement between you and Premier. It supersedes all prior agreements. This Agreement may not be modified, except in writing signed by both parties. If more than one party signs this Agreement as Client, the obligations of such parties shall be joint and several. The terms of this Agreement are confidential. Neither Premier nor Client may disclose the terms of this Agreement to a third party without the other's consent, unless in connection with legal proceedings or unless required to do so by law or an official authority. Disclosure of the terms of this Agreement to another client of Premier or a third party without our written approval may result in the immediate termination of this Agreement. **This Agreement is not binding on Premier unless it is executed by the Chief Executive Officer of Premier.**

**PREMIER OFFICE CENTERS, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Jeffrey H. Reinstein, Chief Executive Officer

**CLIENT:**

City of Los Angeles, Harbor Department  
Print Company Name and Type (i.e. a California corporation)

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

\_\_\_\_\_  
Print Name and Title

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

\_\_\_\_\_  
Print Name and Title

**APPROVED AS TO FORM AND LEGALITY**

JANUARY 18 2019  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Account#	59955	W.O. #	
Ctr/Div#	0412	Job Fac.#	
Proj/Prog#	000		
	Budget FY:	Amount:	
	2018/2019	\$4,700	
	2019/2020	\$10,000	
	2020/2021	\$6,400	
	TOTAL	\$21,100	

For Acct/Budget Div. Use Only

Verified by: \_\_\_\_\_

Verified Funds Available: \_\_\_\_\_

Date Approved: 1/15/19

## RULES AND REGULATIONS

1. The electrical current shall be used for ordinary lighting purposes, to run desktop computers, and facsimile equipment only unless written permission to do otherwise shall first have been obtained from Premier at an agreed charge to Client.
2. Client may use the conference room(s) or day offices at the Center only upon reserving the use thereof in advance (which reservation shall be subject to availability), and any such use shall be subject to Client's payment of a usage fee for conference room/day office use as set forth on Premier's then current fee schedule. Such usage fees will be charged to your account and are payable on the first day of the calendar month following the month of use. Immediately following Client's use of the conference room (or day office) and/or audio/visual equipment Client shall clean up and return the space(s) to the state and condition it was prior to Client's use. If not, Premier may charge Client for any expenses required to restore the space and/or equipment to its original condition.
3. Noise levels shall be conducive to a professional environment and shall not interfere with or annoy other Clients. Due to the shared environment nature of an executive office suite, Client must use telephone headsets instead of phone speakers to reduce noise levels. Client and their guests shall conduct themselves in a businesslike manner, and proper attire will be worn at all times. Client shall not use, keep or permit to be used or kept any foul or noxious gas or substance in Client's office(s) or other portions of the Center, or permit Client's office(s) or other portions of the Center to be occupied or used in a manner tending to create a nuisance or to disturb any other occupant of any part of the Center or the Building or interfere in any way with other occupants or those having business therein.
4. Canvassing, soliciting and peddling in the Center or Building are prohibited. Client shall not provide or offer any services to Premier's customers, if such services are available from Premier.
5. Client shall not mark, drive nails, screw, drill into, paint or affix anything to walls of Center or Client's office(s) without prior written consent of Premier, nor in any way deface or injure the Center or Building or any part thereof. The expense of remedying any breakage or damage resulting from a violation of this rule shall be borne by Client.
6. Client shall not conduct any activity within the Center or Building, which in the sole judgment of Premier or the Building Landlord will create excessive traffic or is inappropriate to the executive office suite environment.
7. Client shall not conduct business in the corridors or any other areas, except in its designated office(s) or conference rooms. Client shall not block or congregate in the common areas and those areas must be kept neat and attractive at all times. Client shall not prop open any corridor doors, exit doors or doors connecting corridors during or after business hours. All corridors, halls, elevators and stairways shall not be obstructed by Client or used for any purpose other than normal egress and ingress.
8. No advertisement, identifying signs, personal items or artwork or other notices shall be inscribed, painted or affixed on any part of the corridors, doors, public areas or cubicles. Additionally, Client shall not erect or install or otherwise utilize signs, light symbols, canopies, awnings, window coverings or other advertising or decorative matter on the windows, walls, and exterior doors, or areas otherwise visible from the exterior of the Center or Client's office(s).
9. Without Premier's prior written permission, Client is not permitted to place "mass market", direct mail or advertising (i.e. newspaper, classified advertisements, billboards) using Premier's assigned phone number, nor shall Client use the Center's address as the return address on mass marketing mailers or take any other action, that would generate an excessive amount of incoming calls or return mail.
10. Client shall not use cooking equipment at the Center other than the microwave oven in the Center's lounge.
11. Client shall not use or store or bring into the Center or Building oil, burning fluids (or candles), gasoline, kerosene, explosives or any other inflammable, combustible or hazardous materials.
12. Client shall not bring any animals (except Seeing Eye dogs) into the Center or Building, nor shall any bicycles or vehicles be brought in or kept in or about the Center or the Building.
13. Client shall not remove furniture, fixtures or decorative material from offices or common areas without the written consent of Premier.
14. Client shall use chair mats in the office(s) and any damage from failure to use the same shall be the responsibility of the Client.
15. Client shall not use the Center for manufacturing or storage of merchandise, except as such storage may be incidental to general office purposes.
16. Client shall not use or sell liquor, narcotics or tobacco in any form in the Center or Building. Client shall also not use or sell electronic cigarettes, vapor pipes, vaporizers or other inhalation devices in Center or Building.
17. Client shall not use the office(s) for lodging or sleeping or for any immoral or illegal purposes.
18. Client shall not modify existing locks or install additional locks or bolts of any kind on any of the doors or windows of the Center. Client also shall not be allowed to make duplicate keys for their office(s).
19. Before leaving the office(s) unattended for an extended period of time, Client shall close and securely lock all doors and shut off all lights and other electrical apparatus. Any damage resulting from failure to do so shall be paid by Client.
20. Premier shall not be responsible for any loss, damage or theft of any property belonging to Client or any employee, agent or invitee of Client.
21. Client shall use only telecommunications systems and service (including local, long distance and international service), Internet service and copy machine equipment and services as provided by Premier at Premier's standard rates.
22. Neither Client nor Client's employees, agents, representatives or invitees shall participate in any type of harassment or other disruptive behavior, whether verbal or physical, in the Center or Building. Premier and the Building Landlord reserves the right to exclude or expel from the Center and the Building any person who, in the judgment of Premier or the Building Landlord is under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
23. Premier and the Building Landlord shall have the right to limit the weight, size and to designate the locations of all safes, file rooms, libraries and other heavy property in Client's office(s). Maximum uniform floor loading allowed is 65 pounds per square foot.
24. Client shall not use or permit to be used in Client's office(s) or elsewhere in the Center anything that will increase the rate of insurance on the Building or any part thereof, nor permit anything that may be dangerous to life or limb.
25. Client and its employees and invitees shall obey all traffic and parking regulations as posted throughout the Building by the Building Landlord. Client is responsible for informing its employees, visitors, and clients of parking regulations. Neither Premier nor the Building Landlord shall be held responsible for towing a visitor, client or employee who does not comply or who is unaware of these regulations.
26. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Client who, or whose employees or invitees, have caused it.
27. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevator except between such hours and in such elevators as shall be designated by the Building Landlord. Neither Premier nor the Building Landlord shall be responsible for loss or damage to any of the items above referred to, and Client will be responsible for the cost of repairing any damage done to the Center or the Building by moving or maintaining any of such items. Client will be responsible for complying with the Building rules and regulations with regard to moving in and out of the Building.
28. On Saturdays, Sundays and legal holidays, and after the normal business hours established by the Building Landlord, access to the Building or to the halls, corridors, elevators or stairways in the Building, or to the Center may be refused unless the person seeking access has a pass or is properly identified. Neither Premier nor the Building Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public disturbance or other commotion, the Building Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of the property in the Buildings.
29. Client shall deposit all garbage in the receptacles Premier and the Building Landlord provides for garbage and will not leave or accumulate any boxes, packaging material, or other trash of any kind on the premises or common areas. Client shall not throw anything out of doors, windows, or skylight or down the passageways of the Building.
30. No auction, quitting business, bankruptcy, fire, or similar sale shall be conducted on the premises.
31. Client acknowledges that food is to be covered at all times when transported throughout the Center and public spaces of the Building. Client is responsible for informing Client's employees of this requirement.
32. All exterior blinds in Client's office(s) shall be kept either all the way up or all the way down to maintain Class A appearance in the Building.
33. Client shall comply with all safety, fire protection and evacuation regulations established by the Building Landlord or any applicable governmental agency. Client shall not use or permit space heaters or other heating equipment to be used in Client's office(s).
34. Guns may not be brought into the Center unless (i) allowed per applicable state law, (ii) the carrier is in compliance with applicable license laws, and (iii) the Building Landlord has not prohibited guns in the Building in accordance with applicable state or local law.

Premier reserves the right to make such other Rules and Regulations that in its judgment may from time to time be needed for the safety, care and cleanliness of the Center. Premier shall not be responsible for the failure of any other client or their guests to comply with any of the Rules and Regulations, but shall use reasonable efforts to uniformly enforce all Rules and Regulations.