

## **ENTRY PERMIT**

### **ISSUED TO:**

Girl Scouts of Orange County for Tustin Girl Scout Troops ("Permittee")

Attn: Laura Webster

Address: 9500 Toledo Way, Irvine, CA 92618

Contact Phone Number: (949) 461-8800

PERMISSION IS GRANTED to Permittee to enter upon property of the IRVINE COMPANY ("Company"), subject to the conditions set forth in this Entry Permit:

1. Designated Area: This Entry Permit is limited to the following area ("Designated Area") located at Orchard Hills & Northpark Plaza ("Center"):

In front of Pavilions at **Orchard Hills** (area allotted for Commercial and Charitable activities only.)

In front of H Mart at **Northpark Plaza** (area allotted for Commercial and Charitable activities only.)

**SPECIAL NOTICE:** Company shall have no duty to inspect the Designated Area to which this Entry Permit applies and shall have no duty to warn any person of any latent or patent defect, condition or risk that may exist in the Designated Area or that might be incurred in the exercise of the rights granted herein.

Initial: TO

2. Purpose: This Entry Permit is limited to the following purpose: Cookie sales.
3. Term and Hours: This Entry Permit is limited to the following hours and dates only:  
**10am-8pm, February 10 – March 31, 2023.**

**SPECIAL NOTICE:** Permittee acknowledges that this Entry Permit may be provided on a one-time basis only and that Company makes no representation respecting whether an Entry Permit will be issued to Permittee at any time in the future for the purpose described above.

Initial: TO

4. Number of Persons: This Entry Permit is limited to a maximum of 2 adults and 2-3 Girl Scouts (rotating in 1 hour shifts). This Entry Permit is to be carried at all times while on the Designated Area.

5. Effectiveness and Termination: This Entry Permit shall not be effective until (i) a counterpart executed on behalf of both Company and Permittee is delivered to Company; (ii) the evidence of liability insurance required by Paragraph 9 below is delivered to and approved by

Company; and (iii) the Entry Fee provided for in Paragraph 12 below is paid to Company. Permittee agrees that it shall cause its members and guests to refrain from entering upon the Designated Area until the foregoing requirements have been met. This Entry Permit may be terminated at any time, with or without cause, by Company by notice to any person on the Designated Area pursuant to this Entry Permit or by notice to Permittee at the above address. Company's notice need not be in writing.

6. Assumption of Risk: Each person entering upon the Designated Area under this Entry Permit shall do so at their own risk and shall observe strict fire and smoking precautions, and shall otherwise comply with any and all instructions, directions, rules and regulations of the authorized agents of Company. If entering upon Designated Area that is fenced and locked, Center security personnel must be notified on each separate occasion prior to Permittee's entry onto the Designated Area.

7. Restrictions: The following restrictions shall apply to all persons entering upon the Designated Area pursuant to this Entry Permit: (a) unless otherwise specifically provided for in this Entry Permit, there shall not be provided through sale or otherwise, any tickets, food, beverages, or other items to anyone who is not directly affiliated with the organization to whom this Entry Permit has been issued for the purpose described in this Entry Permit; (b) any sale, serving or distribution of any alcoholic beverages to anyone shall be prohibited (unless specifically agreed to by Company in writing, and proper evidence of liquor liability insurance has been received by Company); (c) ringing of bells and use of other loud machinery is prohibited; (d) approaching visiting customers for the sale of items or requests for donations is not allowed; and (e) no property of Company shall be removed without the express written consent of Company.

8. Indemnification: Company and Permittee agree that this Entry Permit is being given Permittee as a convenience and, as a material inducement to Company to grant this Entry Permit to Permittee, Company shall not be liable for any bodily injury, sickness, disease or death of any person or damages to any property of any person pursuant to this Entry Permit. Permittee agrees to indemnify, defend (with counsel acceptable to Company) and hold harmless Company and its officers, directors, stockholders, beneficiaries, partners, representatives, agents and employees, from any and all actions, claims and liability for any loss or damage, including, but not limited to, bodily injury, sickness, disease or death of any person or damage to any property, tangible or intangible, resulting from the execution of this Entry Permit or the work performed by Permittee on the Designated Area pursuant to this Entry Permit, and from all costs and expenses, including attorneys' fees, arising therefrom, except for any claim arising from the willful misconduct of Company.

9. Liability Insurance: Check Applicable Blank.

  X   a. Permittee will, at all times during the term of this Entry Permit and prior to any entry by Permittee or any of Permittee's agent under this Entry Permit, provide to Company a policy or certificate of comprehensive general liability insurance by the terms of which Company is named, by endorsement, as an additional insured and is indemnified against liability for damage or injury in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability per occurrence, or the current limit of

liability carried, whichever is greater, for the operations of Permittee under this Entry Permit. This liability insurance shall include automobile liability, personal injury, contractual liability and, depending on the purpose for which the Designated Area is used, product/completed operations, broad form property damage, liquor liability and independent contractors liability. Each policy or certificate of insurance acquired pursuant to this Paragraph 9 must (i) state, by endorsement, that not less than thirty (30) days' written notice will be given Company prior to cancellation or material change in coverage evidenced thereby are primary coverage, (ii) be issued by companies acceptable to Company, and (iii) include severability of interest and cross-liability clauses.

\_\_\_\_\_ b. Permittee partially or fully self-insures for its liability exposures, and Permittee shall at all times maintain sufficient funds available to provide the same amounts, coverage, protection and payments by way of self-insurance as would be provided if the Permittee were to obtain the type of insurance set forth above. Self-insurance shall be permitted by Company only after receipt of financial information demonstrating, in Company's sole discretion, Permittee's adequate net worth to self-insure.

\_\_\_\_\_ c. Not required. Hold Harmless Agreement - listing individual participants.

Permittee understands and acknowledges that in allowing Permittee to self-insure Company shall rely on the net worth evidenced by the financial information submitted, and Permittee hereby agrees that Permittee's failure to maintain the same level of net worth throughout the effective period of this Entry Permit shall be cause for the immediate termination of this Entry Permit.

10. Deposit: \$\_\_\_\_\_.

11. Assignment: Permittee shall not assign or otherwise transfer any rights under this Entry Permit and any purported assignment or transfer shall be cause for the termination of this Entry Permit.

12. Entry Fee: ~~Permittee shall pay to Company an entry fee ("Entry Fee") of \$\_\_\_\_\_ as reimbursement to Company for its administrative and processing costs in connection with the preparation, review and processing of this Entry Permit.~~

13. Modification of Contract: The terms of this Entry Permit may be modified by Company at any time, and Company shall give Permittee notice of all such modifications.

14. Entire Agreement: This Entry Permit constitutes the entire agreement between Company and Permittee pertaining to Permittee's entry upon the Designated Area.

15. Governing Law/Attorneys' Fees: This Entry Permit shall be construed and enforced in accordance with and governed by the laws of the State of California. In the event of a dispute, the prevailing party in any action shall be entitled to recover its actual attorneys' fees and costs, including those incurred in connection with any appeal.

(Signatures on next page)

"PERMITTEE"

Girl Scouts of Orange County

(Organization)

Tom Olivas

Digitally signed by Tom Olivas  
DN: cn=Tom Olivas, o=GSOC, ou=Facilities,  
email=tolivas@girlscoutsoc, c=US  
Date: 2023.01.19 08:50:59 -08'00'

By:

(Signature)

Date: 1-10-2023

Name: Tom Olivas

(Print Name)

Title: Facility Operations Director, Girl Scouts of Orange County

"COMPANY"

THE IRVINE COMPANY LLC, a Delaware limited liability company

By:

Dave Waddell

8D1240CA5A7D4E6...

(Signature)

Date:

1/26/2023

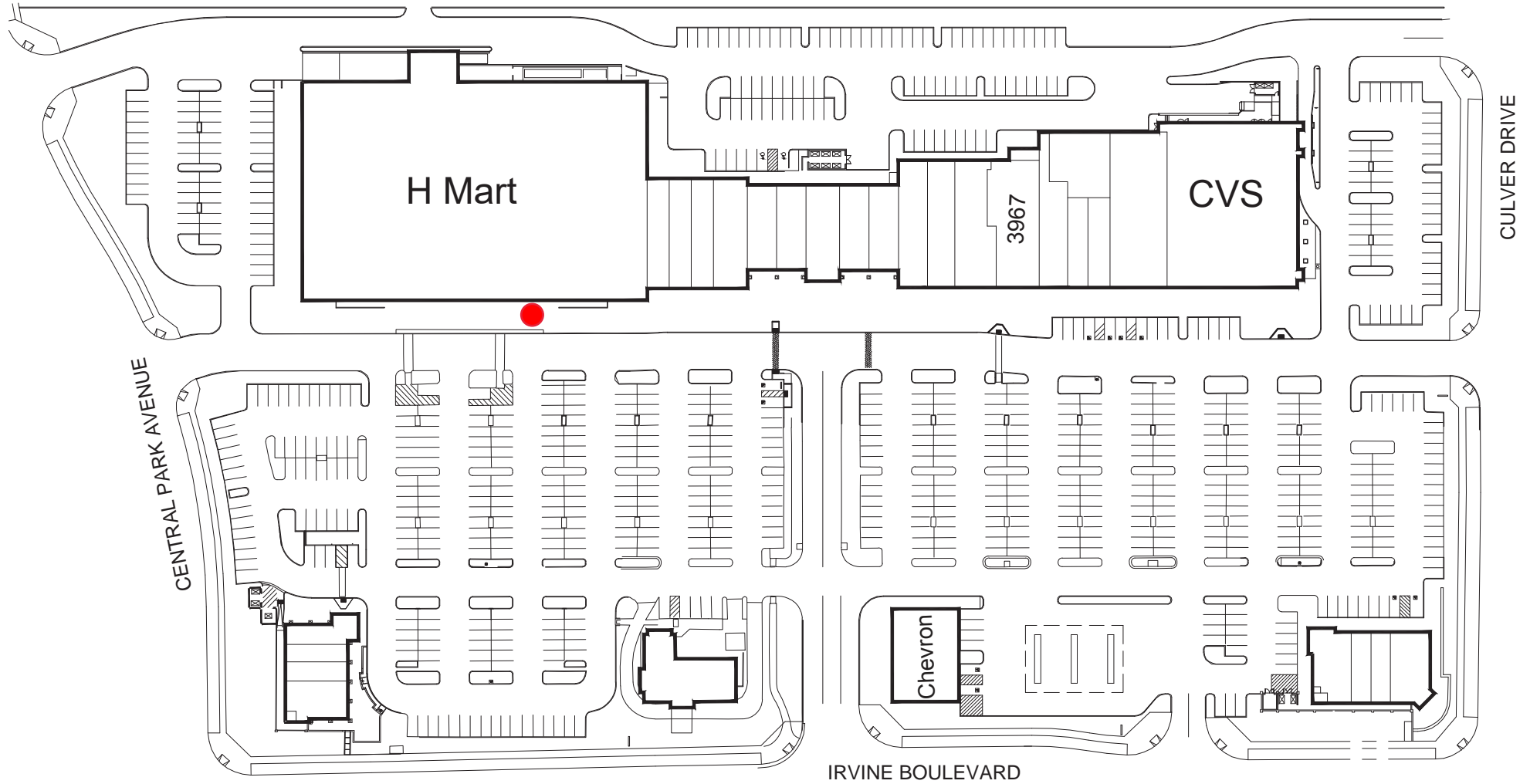
Name: Dave Waddell

(Print Name)

Title: Vice President, Operations

**Northpark Plaza**

**● Approved Commercial and Charitable Activity Location**  
Participants may not impede access to store



# Orchard Hills Shopping Center

● **Approved Commercial and Charitable Activity Location**  
Participants may not impede access to store

