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FACILITIES USE AND OCCUPANCY AGREEMENT

between

CHARGERS FOOTBALL COMPANY  
a California limited partnership

and

THE CITY OF SAN **DIEGO**,  
a municipal corporation

DATED: as of \_\_\_\_\_, 1995

May 30

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EXHIBITS

EXHIBIT A

LEGAL DESCRIPTION OF LAND

FACILITIES USE AND OCCUPANCY AGREEMENT

THIS FACILITIES USE AND OCCUPANCY AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 1995, by and between THE CITY OF SAN DIEGO, a municipal corporation (the \_\_\_\_\_ and the CHARGERS FOOTBALL COMPANY, a California limited partnership (the "Chargers").

RECITALS

A. Concurrently herewith the City and the Chargers have entered into that certain 1995 Agreement for Partial Use and Occupancy of San Diego Jack Murphy Stadium (the "Stadium Agreement"), a copy of which is on file in the office of the San Diego City Clerk as Document No. \_\_\_\_\_<sup>-a</sup>\_\_\_\_\_.

B. In accordance with the terms and conditions of the Stadium Agreement, the City has agreed to construct the Chargers' Facilities (as defined in the Stadium Agreement).

C. The City desires to grant to the Chargers the exclusive right to use and occupy the Chargers' Facilities upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Chargers and the City hereby agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein, shall have the meaning ascribed to them in the Stadium Agreement.

2. Premises. The City hereby grants to the Chargers the exclusive right to use and occupy, for the term and upon all of the conditions set forth herein, that certain real property situated in the City and County of San Diego, State of California and described on Exhibit A attached hereto (collectively, the "Land") and all improvements to be constructed thereon pursuant to the Stadium Agreement (the "Improvements" and, together with the Land, the "Premises").

3. Term. The term of this Agreement, unless sooner terminated pursuant to any provision hereof, shall commence upon the issuance of a Certificate of Occupancy for the Improvements and shall end upon the expiration or earlier termination of the Chargers' right to partially use and occupy the Stadium Premises in accordance with the Stadium Agreement. The City shall use its best efforts to complete construction of the Improvements on or before June 1, 1996.

4. Payments: Special Agreement. Treatment of Tax.

4.1 Consideration. The consideration for the Chargers' use and occupancy of the Premises is included in and part of the consideration to be paid to the City under the Stadium Agreement.

4.2 Expenses. The Chargers shall pay to the parties respectively entitled thereto all operating expenses, monthly non-capital maintenance costs, and utilities expenses which arise under any provision of this Agreement during the term hereof. The City shall be responsible for all capital costs and expenses, and any other charges, costs and expenses which arise in connection with repair or replacement of all or any portion of the Premises.

4.3 Treatment of Tax. It is the contemplation of the parties to this Agreement that no possessory interest or similar tax shall be imposed upon the Chargers by any taxing agency or agencies in the County during the term of this Agreement. However, in the event that any possessory interest or similar tax is imposed upon the Chargers in connection with the Premises or this Agreement by any taxing agency or agencies in the County during the term of this Agreement, then, upon payment of said tax by the Chargers, fifty percent (50%) of the amount of said tax, shall be a credit against any and all consideration due or to become due from the Chargers under the terms of the Stadium Agreement for the period of occupancy on which said tax is based, and if said consideration has been paid prior to the time when said tax is paid, then the Chargers shall have a credit with respect to the next consideration to become due under the terms of the Stadium Agreement and if none, the City shall reimburse the Chargers in the amount of fifty percent (50%) of said tax forthwith upon written request from the Chargers. The provisions of this Paragraph 4.3 shall apply for the term of this Agreement or any extensions thereof.

5. Use.

5.1 Use. The Chargers may use the Premises for office, training and practice purposes and any other purpose related to the business of owning, operating and marketing a professional football team.

5.2. Compliance with Law. The City shall, at the City's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements (collectively, the "Laws") in effect during the term or any part of the term hereof which are applicable to the Premises. The Chargers shall not use nor permit the use of the Premises in any manner that is prohibited by law or that would tend to create waste or a nuisance or result in a material diminution in the value of the Premises.

5.3 Condition of Premises. The City shall construct the Chargers' Facilities on the Premises in accordance with the terms and conditions of Section 3 of the Stadium Agreement. Upon completion of construction, the City shall deliver the Premises to the Chargers clean and free of debris.

6. Maintenance. Repairs and Alterations.

6.1 The City's Obligations. Except as provided in Paragraph 4.2 above, the City shall keep the Premises in good order, condition and repair, including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, ventilating, electrical, lighting facilities and equipment within the Premises. The City shall perform all such repairs and replacements necessary to maintain and preserve the Premises in good condition and repair and

in compliance with all applicable laws. All maintenance, repairs and replacements shall comply with all applicable municipal, state and federal laws, rules and regulations.

## 6.2 Surrender.

(a) Concurrently with the execution and delivery of this Agreement, the Chargers shall deliver to the City a quitclaim deed in recordable form quitclaiming all of its rights in and to the Premises. In the event that the City requires any subsequent quitclaim deed, the Chargers or its successor in interest shall deliver the same within five (5) calendar days after receiving written demand therefor. The City may record such quitclaim deed only upon the expiration or earlier termination of this Agreement.

(b) At the expiration or earlier termination of this Agreement, the Chargers shall surrender the Premises to the City free and clear of all liens and encumbrances, except those liens and encumbrances *which* existed on the date of execution hereof or which are otherwise approved by or caused by the City, and in good condition and repair, ordinary wear and tear excepted.

(c) The Chargers shall, in a good and workmanlike manner, repair any damage to the Premises occasioned by the removal of the Chargers' trade fixtures, furnishings and equipment.

### 6.3 Alterations and Additions.

(a) The Chargers shall not, without the City's prior written consent, which consent shall not be unreasonably withheld or delayed, make any alterations, improvements, additions, or Utility Installations (as hereinafter defined) in, on or about the Premises, except from time to time for any single non-structural alteration not exceeding \$50,000.00 in cost. As used in this Paragraph 6.3, the term "Utility Installation" shall include, without limitation, air lines, power panels, electrical distribution systems, air conditioning, plumbing, and fencing. The City may require that the Chargers remove any or all of said alterations, improvements, additions or Utility Installations at the expiration of the term, and restore the Premises to their prior condition. Should the Chargers make any alterations, improvements, additions or Utility Installations without the prior approval of the City where required, the City may require that the Chargers remove any or all of the same.

(b) Any alteration, improvement, addition or Utility Installation in or about the Premises that the Chargers shall desire to make and which require the consent of the City shall be presented to the City in written form, with reasonably detailed plans and specifications. This Section 6.3 shall not relieve the Chargers or the City of any obligation under this Agreement to maintain the Premises in good condition and repair, including structural repair and restoration of damaged or worn improvements. The City shall not be obligated by this Agreement to make or assume any expense for any alterations.

(c) The Chargers shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for the Chargers at

or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. The Chargers shall give the City not less than ten (10) Business Days' notice prior to the commencement of any work in the Premises, and the City shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If the Chargers shall, in good faith, contest the validity of any such lien, claim or demand, then the Chargers shall, at the Chargers' sole expense, defend itself and the City against the same shall take all actions necessary to record a valid release of any lien, and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against the City or the Premises.

(d) All alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of the Chargers) which may be made on the Premises, shall become the property of the City and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this Paragraph 6.3(d), the Chargers' machinery, equipment, specialized improvements and trade fixtures other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises and other than Utility Installations shall remain the property of the Chargers and may be removed by the Chargers subject to the provisions of Paragraph 6.2.

7. Insurance. Indemnity.

7.1 Liability Insurance. The Chargers shall, at the Chargers' expense, obtain and keep in force during the term of this Agreement a

Policy of Combined Single Limit and Bodily Injury insurance insuring the Chargers against any liability arising out of its use, occupancy, operation or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than \$2,000,000.00 per occurrence. The policy shall insure performance by the Chargers of the indemnity provisions of this Paragraph 7. The insurance policies maintained pursuant to the terms of this Agreement shall name the City as an additional insured and protect the City against any legal costs in defending insured claims. The policy shall be in effect on or before the first day the Chargers occupy the Premises.

7.2 Property Insurance. The City shall obtain and keep in force during the term of this Agreement a policy or policies of insurance covering loss or damage to the Premises against all perils included within the classification of fire, earthquake, extended coverage, vandalism, malicious mischief, flood, and special extended perils ("all risk" as such term is used in the insurance industry).

7.3 Insurance Policies. The City and the Chargers shall each deliver to the other certificates of insurance evidencing the existence and amounts of such insurance with loss payable clauses as required by this Paragraph 7. No such policies shall be cancellable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to the other party. All insurance companies must be reasonably satisfactory to the City and the Chargers and must be licensed to do business in California.

#### 7.4 Indemnification.

(a) Indemnification of the City. The Chargers shall indemnify, defend, protect and hold the City and any of its partners, directors, officers and employees, and each of them, free and harmless from and against any and all claims, demands, liens, judgments or otherwise for death of or injury to any person or damage to any property that may happen or occur as the result of any act or omission of the Chargers, its officers or employees in the use and occupancy, or failure to use and occupy the Premises for the purpose herein contemplated, and will pay and discharge all final judgments that may be rendered in such suit or action.

(b) Indemnification of the Chargers. The City shall indemnify, defend, protect and hold the Chargers, its partners, directors, officers, employees, and each of them, free and harmless from and against any and all claims, demands, liens, judgments or otherwise for death of or injury to any person or damage to any property whatsoever that may happen or occur as the result of any act or omission of the City, its officers or employees in the ownership or operation of the Premises, and will pay and discharge all final judgments that may be rendered in such suit or action.

7.5 Accident Reports. The Chargers shall report to the City any accident causing any serious injury to persons on the Premises other than injuries to players suffered while using the practice or training facilities at the Premises.

8. Damage or Destruction.

8.1 Obligation to Rebuild. In the event that some or all of the Improvements constituting a part of the Premises or the Premises itself are damaged or destroyed, partially or totally from any cause whatsoever, then the City shall repair, restore and rebuild the Premises to substantially the same condition existing immediately prior to such damage or destruction and this Agreement shall remain in full force and effect. Such repair, restoration and rebuilding (all of which are herein called "repair") shall be commenced within a reasonable time after such damage or destruction has occurred and shall be diligently pursued to completion.

8.2 Damage Near End of Term. If the Premises are damaged or destroyed, either partially or totally, during the last twelve (12) months of the term of this Agreement, the City and the Chargers shall each have the option to cancel and terminate this Agreement as of the date of occurrence of such damage by giving written notice to the other of its election to do so within 30 days after the date of occurrence of such damage.

9. Utilities. The Chargers shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon.

10. Assignment. The Chargers shall not assign or otherwise transfer its rights or any portion thereof under this Agreement unless (i) the assignee or transferee shall assume the obligations of the Chargers under both this

and the Stadium Agreement (collectively, the "Agreements"), and (ii) the assignee or transferee shall agree to be bound by all of the terms, covenants and conditions contained in the Agreements on the part of the Chargers with like force and effect as though such assignee or transferee had been originally named thereunder. For purposes of this Paragraph 10, the Chargers shall be deemed to include any of the individuals comprising said entity.

11. Defaults: Remedies.

11.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the Chargers:

(a) The abandonment of the Premises by the Chargers.

(b) The failure by the Chargers to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by the Chargers, where such failure shall continue for a period of thirty (30) calendar days after written notice hereof from the City to the Chargers; provided, however, that if the nature of the Chargers' default is such that more than thirty (30) calendar days are reasonably required for its cure, then the Chargers shall not be deemed to be in default if the Chargers commenced such cure within said 30-day period and thereafter diligently prosecute such cure to completion.

(c) Any City waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City in order to constitute a valid and binding waiver.

11.2 Remedies. In the event of any material default or breach by the Chargers hereunder, which default or breach remains uncured in accordance with Section 11.1(b) hereof, the City may at any time thereafter, terminate the Chargers' right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and the Chargers shall immediately surrender possession of the Premises to the City.

11.3 Default by the City. The City shall not be in default unless the City fails to perform obligations required of the City within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Chargers to the City; provided, however, that if the nature of the City's obligation is such that more than thirty (30) calendar days are required for performance then the City shall not be in default if the City commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

## 12. Eminent Domain.

12.1 Substantial Taking. In the event that the Premises, or any part thereof, is taken in condemnation proceedings or by any right of eminent domain, to the extent that the Chargers are unable, in the Chargers' reasonable opinion, to make use of the Premises for purposes contemplated herein, then this Agreement and any and all liability of the Chargers hereunder shall at the Charge

ers option cease and terminate upon the date (the "Condemnation Date") of issuance of an entry of a decree of final condemnation or the issuance of a notice of taking or other proceedings now or hereafter authorized pursuant to which any public authority is authorized to enter upon and take possession of the Premises under eminent domain proceedings now or hereafter authorized by law.

12.2 Replacement Premises: Condemnation Awards for Substantial Takings. In the event of any taking described in Section 12(a) hereof and the early termination of this Agreement, then the City shall (i) receive all proceeds of such taking and (ii) at the City's sole cost and expense, replace the Premises within **six (6)** months of the Condemnation Date with comparable facilities at a comparable location, which facilities and location shall be approved by the Chargers. The Chargers shall have the right to use and occupy such replacement premises on the same terms and conditions set forth in this Agreement. In the event that the Chargers shall be prevented from using the Premises prior to the completion of the replacement premises, the City shall provide, at its sole cost and expense, temporary premises for the Chargers' offices and practice and training facilities.

12.3 Partial Taking. If such taking involves only a portion of the Premises in such manner and to such extent as not to unreasonably interfere with the use and occupancy herein granted to the Chargers, and for the purpose herein specified, then the Chargers shall not have a right to terminate this Agreement, provided that the City shall repair or replace the affected portion of the Premises.

13. Brokers. The City and the Chargers each represent and warrant to the other that there are no brokers or finders fees or commissions payable in connection with this Agreement by reason of an agreement made by such party. Each party agrees to indemnify, hold harmless and defend the other from and against all claims, losses and liabilities (including without limitation reasonable attorneys fees) by reason of any breach of such representation and warranty given in the preceding sentence.

14. Estoppel Certificate.

14.1 Request for Estoppel. Each party shall at any time upon not less than ten (10) Business Days' prior written notice from the other execute, acknowledge and deliver to the other a statement in writing (1) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed, and (iii) acknowledging such other matters as may be reasonably required. Any such statement may be conclusively relied upon by any prospective assignee or subtenant of the Premises or the Chargers' interest in this Agreement.

14.2 Failure to Deliver. At either party's option, the other party's failure to deliver *such* statement within such time shall be a material breach of this Agreement or it shall be conclusive upon the non-requesting party (i) that this Agreement is in full force and effect, without modification except as

may be represented by the requesting party, and (ii) that there are no uncured defaults in the requesting party's performance.

15. Incorporation of Prior Agreements: Amendments. This Agreement and any agreements, instruments and documents entered into by the parties concurrently herewith contain all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

16. Notices. All notices, demands, requests, consents, approvals and other communications (any of the foregoing, a "Notice") required, permitted, or desired, to be given hereunder shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested or delivered by hand or reputable overnight courier addressed to the party to be so notified at its address hereinafter set forth, or to *such* other address as *such* party may hereafter specify in a Notice delivered in accordance with the provisions of this Paragraph 16. Any such Notice shall be deemed to have been received three (3) days after the date such Notice is mailed or on the date of delivery by hand or courier addressed to the parties as follows (provided that neither the City nor the Chargers shall be deemed to have received any Notice not actually received):

If to the City:                   City Manager  
  City of San Diego  
  City Administration Building  
  202 "C" Street  
  San Diego, California, 92101

and  
Assistant City Attorney  
City of San Diego  
City Administration Building  
202 "C" Street  
San Diego, California, 92101

If to the Chargers: Mr. Dean A. Spanos  
President  
San Diego Chargers  
P.O. Box 609609  
San Diego, California 92160

With a copy to: Skadden, Arps, Slate, Meagher & Flom  
300 South Grand Avenue, 34th Floor Los  
Angeles, California 90071 Attention:  
Richard S. Volpert, Esq.

17. Waivers. No waiver by the City or the Chargers of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the City or the Chargers of the same or any other provision. The City's or the Chargers' consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of the such party's consent to or approval of any subsequent act by the other party.

18. Recording. Neither the City nor the Chargers shall record a copy or "short form" memorandum of this Agreement in any official record of the County of San Diego.

19. Easements and Reservations.

19.1 Reservation of Mineral Rights. The City hereby reserves all right, title and interest in any and all subsurface natural gas, oil, minerals and water on or under the Premises.

19.2 Right to Grant Easements. The City reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the Premises (other than in, on or under the building constructed thereon) for utilities, thoroughfares, or access as it deems advisable for the public good; provided, however, that the City shall not unreasonably or substantially interfere with the Chargers' use of the Premises and will reimburse the Chargers for physical damages, if any, to the Premises resulting from the City exercising the rights reserved in this Section 19. The City will pay the costs of maintenance and repair of all City installations made pursuant to these reserved fights.

20. Holding Over. If the Chargers, with the City's consent, remain in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Agreement pertaining to the rights and obligations of the Chargers; provided, however, that the City shall have the right to apply a reasonable rent to bring the rent to fair market value and to terminate the holdover tenancy after thirty (30) days' prior written notice to the Chargers.

21. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

22. Covenants and Conditions. Each provision of this Agreement performable by the Chargers shall be deemed both a covenant and a condition.

23. Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by the Chargers, this Agreement shall bind the parties and their respective successors and assigns. This Agreement shall be governed by the laws of the State of California.

24. Attorneys' Fees. If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

25. The City's Access. The City and the City's agents shall have the right to enter the Premises at reasonable times and upon reasonable prior written notice for the purpose of inspecting the same, provided that any such entry shall not unreasonably interfere with the Chargers' use of the Premises. In the event that during such inspection, the City discovers that the Premises are not in good condition and repair as a result of the Chargers' failure to perform its obligations hereunder, then the City shall have the right (but not the obligation), after thirty (30) calendar days' written notice to the Chargers, to have any necessary maintenance work performed at the expense of the Chargers, and the

Chargers hereby agree to pay promptly any and all costs incurred by the City in having such necessary maintenance work performed.

26. Consents. Wherever in this Agreement the consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld or delayed.

27. Quiet Possession. Upon the Chargers observing and performing all of the covenants, conditions and provisions on the Chargers' part to be observed and performed hereunder, the Chargers shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Agreement.

28. Authority. Each individual executing this Agreement on behalf of the Chargers or the City represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party.

29. Nondiscrimination. The Chargers agree not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age or physical handicap in the Chargers' use or occupancy of the Premises, including, without limitation, the provision of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment. The Chargers agree to comply with all applicable City, state, and federal laws and regulations regarding equal opportunity.

30. Drug-Free Work Place. By signing this Agreement, the Chargers hereby acknowledge and agree it is aware of and will comply with Council Policy 100-17, adopted by Resolution No. R-277952, a copy of which is on file in the office of the San Diego City Clerk, to provide a drug-free work place.

31. Chargers' Employees. The Chargers agree that its employees, associates, agents, players, or contractors shall not be deemed to be employees of the City for any purpose. The City shall have no obligation or responsibility for resolving any labor disputes or grievances which may arise between the Chargers and its employees, associates, agents, players, or contractors employed to perform any services relating to this Agreement. The Chargers agree to provide sufficient personnel to perform all services required by this Agreement. The Chargers shall be responsible for all required federal, state, and local reports, records and payments in connection with social security, unemployment insurance, and other charges and taxes. The City shall have no responsibility for providing any of the above reports, records and payments. The Chargers shall withhold from its payroll any amounts for insurance and taxes as may be required by federal, state or local governments with respect to all persons employed by the Chargers.

32. Hazardous/Toxic Waste.

32.1 No Release of Hazardous Substances. The Chargers shall not allow the installation or Release of Hazardous Substances in, on, under, or from the Premises. For the purposes of this Section 32, a "Release" shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of Hazardous Substances; provided, however, that a "Release" shall not include limited quantities of Hazardous Substances used or stored at the Premises and required in connection with the routine operation and maintenance of the Premises to the extent that such use or storage is in compliance with all applicable laws. For the purposes of this Section 32, "Hazardous Substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances. A copy of the presently effective EPA and State lists is on file in the Office of the San Diego City Clerk as Document No. 769704, and by this reference is incorporated herein.

32.2 Remediation. In the event of any Release of a Hazardous Substance, the Chargers shall be responsible for all costs of remediation and removal of such substances in accordance with applicable rules and regulations of governmental authorities.

32.3 Environmental Indemnity. The Chargers agree to indemnify, defend and hold the City harmless from any and all claims, costs and expenses related to the environmental liabilities resulting from the Chargers' operations on the Premises, including, but not limited to, costs of environmental

assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public and costs of any health assessment or health effect studies.

32.4 Environmental Notices. If the Chargers know or have reasonable cause to believe that any Hazardous Substance has been released on or beneath the Premises, the Chargers shall give written notice to the City within ten (10) calendar days of receipt of such knowledge or cause for belief; provided, however, that if the Chargers know or have reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, the Chargers shall notify the City as soon as possible after receipt of this knowledge or belief. The Chargers shall notify the City immediately of any notice of violation received or initiation of environmental actions or private suits relative to the Premises.

33. Force Majeure. Except as otherwise provided herein, should either party hereto be delayed in or prevented, in whole or in part, from performing any obligation or conditions hereunder or from exercising its rights hereunder by reason of or as a result of any Force Majeure Event, such party shall be excused from performing such obligations or conditions and the term of this Agreement shall be extended and continued while such party is so delayed or prevented and for twenty-eight (28) calendar days thereafter.

34. Workers' Compensation. By signing this Agreement, the Chargers hereby certify that it is aware of the provisions of California Labor Code sections 3700 et seq., which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance

**with the provisions of that code and shall comply with such provisions prior to the commencement of this Agreement. Prior to the commencement of this Agreement, the Chargers shall provide the City with evidence of compliance with the workers' compensation laws of the State of California. The Chargers shall provide the City with a waiver of subrogation from its insurance carrier when proof of insurance is due.**

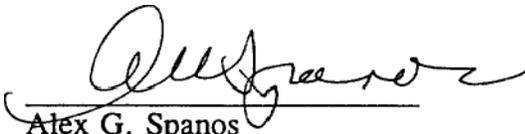
**35. Agreement Subject to NFL Premium Waiver. Notwithstanding anything to the contrary in this Agreement, the Stadium Agreement or 1995 Skybox Agreement, this Agreement and the obligations of the Chargers hereunder are expressly subject to and conditioned upon the NFL's unconditional approval of the Chargers' application for a "premium waiver" under Section 19.1(A)(3) of the Constitution and Bylaws of the NFL.**

IN WITNESS WHEREOF, this Facilities Use And Occupancy is executed by (i) the City of San Diego, acting by and through the City Manger, under and pursuant to No. \_\_\_\_\_ R2 , authorizing such execution; and (ii) the Chargers, as of the date first above written.

THE CITY OF SAN DIEGO

By: \_\_\_\_\_  
Jack McGrory  
City Manager

CHARGERS FOOTBALL COMPANY, a  
California limited partnership

By:   
\_\_\_\_\_  
Alex G. Spanos  
General Partner

I HEREBY APPROVE the  
form and legality of the foregoing Facilities Use and Occupancy Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 1995.

John W. Witt, City Attorney

By: \_\_\_\_\_  
Curtis M. Fitzpatrick  
Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF LAND

FILE COPY

---

1995 AGREEMENT FOR USE AND  
OCCUPANCY OF SKYBOX AREAS AT SAN DIEGO JACK MURPHY  
STADIUM

between

CHARGERS ASSOCIATES, a California limited partnership

and

THE CITY OF SAN DIEGO, a municipal corporation

DATED: as of *v-b*, 1995

---

3N W,04

*00-1*  
DOCUMENT NO. \_\_\_\_\_  
FILED MAY-30  
9 : \_\_\_\_\_  
SAN DIEGO.

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## EXHIBITS

### **EXHIBIT A**

#### **DESCRIPTION OF SKYBOX PREMISES**

1995 AGREEMENT FOR USE AND OCCUPANCY OF  
SKYBOX AREAS AT SAN DIEGO JACK MURPHY STADIUM

THIS 1995 AGREEMENT FOR USE AND OCCUPANCY OF SKYBOX  
AREAS AT SAN DIEGO JACK MURPHY STADIUM ("Agreement") is made as of

*'R,* 1995, by and between CHARGERS ASSOCIATES, a  
California limited partnership ("Associates") and THE CITY OF SAN DIEGO, a  
municipal corporation (the T&").

RECITALS

A. The City and the County of San Diego have entered into a Joint Powers Agreement pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1, of the Government Code of the State of California beginning with Section 6500, creating the San Diego Stadium Authority (the "Authority").

B. The Authority was created for the purpose, among other things, of constructing the multipurpose sports Stadium in Mission Valley, County of San Diego commonly known as San Diego Jack Murphy Stadium (the "Stadium"). Having been constructed, the Stadium is used for the exhibition of sports contests and other events, including, but not limited to, professional football.

C. The Chargers are the owners of a professional football franchise in the NFL and, from and after the date hereof, shall utilize the Stadium in accordance with that certain 1995 Agreement For Partial Use and Occupancy of San Diego Jack Murphy Stadium, dated as of the date hereof (the "Stadium").

Agreement"), between Chargers Football Company (the "Chargers") and the City, a copy of which is on file in the office of the San Diego City Clerk as Document 00-18182

All capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Stadium Agreement.

D. The City is now leasing the skybox suites and adjacent areas at the Stadium to Associates pursuant to that certain agreement, dated as of February 19, 1980, between the City and Associates, a copy of which is on file in the office of the San Diego City Clerk as Document No. RR-251238-2, as amended on April 11, 1983, February 19, 1985 and July 11, 1988, copies of which are on file in the office of the San Diego City Clerk as Document Nos. RR-258237, RR-262548, and RR-271395, respectively (the "Old Skybox Agreement").

E. Pursuant to the Stadium Agreement, the City has agreed to construct improvements to the Stadium Premises, which improvements shall include the following skybox suite renovations (hereinafter referred to as the "Skybox Improvements"): the demolition, renovation, and/or new construction of suites on the Loge and Press Levels resulting in a total of one hundred (100) skybox suites and four (4) large party suites at the Stadium, which contain, in the aggregate, approximately two thousand (2,000) seats.

## AGREEMENT

NOW, THEREFORE, in consideration of the execution of the Stadium Agreement, the covenants and conditions set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby

acknowledged, Associates and the City have agreed to amend and restate the Old Skybox Agreement in its entirety, effective as of the commencement of the 1997 Pre-Season, as follows:

1. Premises. City hereby leases to Associates, and Associates hereby leases from City that portion of the Stadium described on Exhibit A attached hereto and by this reference made a part hereof (the "Skybox Premises"). The Skybox Premises shall be used in a manner that does not interfere with other uses of the Stadium Premises and in accordance with all applicable laws.

2. Term. The term of this Agreement shall commence on the commencement date of the 1997 Pre-Season and shall terminate upon the expiration or earlier termination of the Stadium Agreement. Prior to the commencement of the term of this Agreement, the Old Skybox Agreement shall remain in full force and effect.

3. Consideration. The consideration to the City for and on account of Associates' use and occupancy of the Skybox Premises hereunder, is included in and part of the consideration to be paid to the City under the Stadium Agreement.

4. City Inspections. The City reserves the right to enter the Skybox Premises for the purpose of ascertaining the condition of the same, or to protect its interests in the Skybox Premises or to inspect the operations conducted therein. The City shall use its best efforts to assure that any such entry or inspection shall be conducted in such a manner so as to minimize any interference with Associates' or its licensees' use of the Skybox Premises.

5. Taxes. In the event that any possessory interest or similar tax is imposed upon Associates in connection with the Skybox Premises or this Agreement by any taxing agency or agencies in San Diego County during the term of this Agreement, then, upon payment of said tax by Associates, fifty percent (50%) of the amount of said tax shall be a credit against any and all consideration due or to become due from the Chargers under the terms of the Stadium Agreement for the period of occupancy on which said tax is based. If said consideration has been paid prior to the time when said tax is paid, then the Chargers shall have a credit with respect to consideration to become due under the terms of the Stadium Agreement and if none, the City shall reimburse the Chargers in the amount of fifty percent (50%) of said tax forthwith upon written request from the Chargers. The provisions of this Section 5 shall apply throughout the term of this Agreement and any extensions thereof.

6. Maintenance of Premises. The City shall maintain the Skybox Premises (including, without limitation, all seats, seating areas, equipment, pipes, plumbing, wiring, gas and electric fittings used in connection therewith) in good order, `condition and repair as a state of the art facility in accordance with the highest industry standards and all applicable federal, state and local legal requirements, including, without limitation, the Americans with Disabilities Act.

7. Expenses. Throughout the term of this Agreement, the City shall, at its sole cost and expense, be responsible for all operating expenses, custodial costs and maintenance and repair costs in connection with the Skybox Premises.

8. Licensing. Associates shall have the exclusive right to license all and any part of the Skybox Premises, and to assign, encumber, extend or renew any such license, provided that the following provisions are complied with:

(a) Attornment. Each license shall contain a provision, satisfactory to the City, requiring the licensee to attorn to the city (or, in the event of any proceeding to foreclose any leasehold mortgage or security agreement, to the leasehold mortgagee or holder of a security agreement, or any person designated in a notice from the leasehold mortgagee or holder of a security agreement), if Associates defaults under this Agreement and if the licensee is notified of such default and is instructed by such leasehold mortgagee or security agreement holder to make licensee's license payment to the City or the leasehold mortgagee or holder of a security agreement.

(b) Term. No such license shall extend beyond the term of this Agreement.

9. Insurance. Associates shall maintain, at its sole cost and expense, commercial general liability insurance with an insurance carrier reasonably satisfactory to the City to protect against loss from liability imposed by law for damages on account of bodily injury or death suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Associates or any person acting for Associates or under Associates' control or direction; and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of Associates or any person acting for

Associates or under Associates' control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence, which amount shall be increased on a biannual basis by increases, if any, in the CPI for such period. Proof of such insurance shall be filed with the City and shall be satisfactory in form to the City. Said policies shall have a "non-cancellation-without-notice-tothe City" clause and shall provide that copies of all cancellation notices shall be sent to the City and shall also name the City and Authority as additional insureds. If Associates does not keep such insurance in full force and effect, the City may procure the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be in addition to the consideration reserved under the Stadium Agreement and paid on the next day upon which any portion of said consideration becomes due.

Provisions of this Section 9 as to maintenance of insurance shall not be construed as limiting in any way the extent to which Associates may be held responsible for the payment of damages to persons or property resulting from its activities or the activities of any person or persons for which it is otherwise responsible.

10. Indemnification.

(a) Indemnification of the City. Associates shall indemnify, defend, protect and hold the City and any of its partners, directors, officers and employees, and each of them, free and harmless from and against any and all claims, demands, liens, judgments or otherwise for death of or injury to any

person or damage to any property whatsoever that may happen or occur as the result of any act or omission of Associates, its officers or employees in the use and occupancy, or failure to use and occupy the Skybox Premises for the purpose herein contemplated, and shall pay and discharge all final judgments that may be rendered in such suit or action.

(b) Indemnification of Associates. The City shall indemnify, defend, protect and hold Associates, its partners, directors, officers, employees, and each of them, free and harmless from and against any and all claims, demands, liens, judgments or otherwise for death of or injury to any person or damage to any property whatsoever that may happen or occur as the result of any act or omission of the City, its officers or employees in the ownership or operation of the Skybox Premises, and shall pay and discharge all final judgments that may be rendered in such suit or action.

11. Books and Records. Associates shall keep, or cause to be kept, true, accurate and complete records and double-entry books in a manner and form satisfactory to the City, which records shall show all transactions out of which Gross Income relating to the Skybox Premises is derived and shall be supported by documents of original entry such as sales slips and purchase invoices. Associates shall keep such records for a period of three (3) years after the year to which they relate. Said books, accounts and records shall be kept or made available in the City of San Diego. The City shall, through its duly authorized agent or representatives, have the right at any and all reasonable times to examine and audit Associates' records and any statements of money accrued and due the City for the purpose of determining the accuracy thereof.

12. Alterations and Improvements. Neither Associates nor the City shall make any alterations or improvements to the Skybox Premises except in accordance with plans previously approved in writing by the other party.

13. Damage, Destruction and Condemnation. The provisions of the Stadium Agreement relating to any Damage to or taking of the Stadium or Stadium Premises or any part thereof, shall apply equally to the Skybox Premises; provided, however, that all references in Sections 20 and 26 of the Stadium Agreement to the Chargers shall be deemed to refer to Associates to the extent such references are applied to the Skybox Premises.

14. Remedies of the City.

(a) Associates Defaults. In the event that Associates shall (i) default in the performance or fulfillment of any covenant or condition herein contained on its part to be performed or fulfilled and shall fail to cure or to commence and diligently pursue the curing of such default within thirty (30) calendar days following its receipt of a written notice from the City specifying the default complained of and the date on which its rights hereunder will be terminated as hereinafter provided if such default is not cured, or (ii) file a voluntary petition in bankruptcy, or (iii) be adjudicated. a bankrupt, or (iv) make a general assignment for the benefit of creditors then and in either or any of said events, the City may, at its option, without further notice or demand upon Associates or upon any person or persons claiming by, through or under Associates, immediately cancel and terminate this Agreement and terminate each, every and all of the rights of Associates and (except with respect to licensees of the Skybox Premises, whose possession shall not be disturbed provided that. such licensees

attorn to the *City* or its designees as contemplated in Section 8 hereof) of any and all persons claiming by, through or under Associates in or to the Skybox Premises in or to the further possession thereof. The rights and remedies of the *City* as hereinabove set forth, are cumulative only and shall in no way be deemed to limit any of the other provisions of this Agreement or otherwise to deny to the *City* any right or remedy at law or in equity which the *City* may have or assert against Associates under any law in effect at the date hereof or *which may* hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of the *City*, as hereinabove set forth, shall be supplemental to or in addition to or in aid of the other provisions of this Agreement and of any right or remedy at law or in equity which the *City* may have against Associates.

(b) Termination. Any election on the part of the *City* to terminate this Agreement must be in writing, properly executed by the *City* and served upon Associates. No termination of this Agreement on account of a default by Associates shall be or become effective by operation of law or otherwise, unless and until the *City* shall have given such written notice to Associates. Neither any notice to pay any consideration or portion thereof due and payable or notice to deliver up possession of the Skybox Premises given pursuant to any law of the State of California, nor any proceeding in the nature of an unlawful detainer taken by the *City* shall, of itself, and in the absence of such written notice as above provided, operate to terminate this Agreement.

(c) City Defaults. At no time shall the *City* be deemed to be in default under this Agreement unless and until Associates shall have given to the *City* notice in writing, specifying such default and the *City* shall have failed to cure or to commence and diligently pursue the curing of such default within a

period of thirty (30) calendar days after receipt of such written notice. In the event that the City fails to cure such default within such thirty (30) calendar day period, then (i) Associates may, at its option, without further notice or demand upon the City or upon any person or persons claiming by, through or under the City, immediately cancel and terminate this Agreement and terminate each, every and all of the rights of the City and of any and all persons claiming by, through or under the City hereunder and (ii) the Chargers may, at its option, without further notice or demand upon the City or upon any person or persons claiming by, through or under the City, immediately cancel and terminate the Stadium Agreement and terminate each, every and all of the rights of the City and of any and all persons claiming by, through or under the City thereunder.

15. Force Majeure. Except as otherwise provided herein, should either party hereto be delayed in or prevented, in whole or in part, from performing any obligation or conditions hereunder or from exercising its rights hereunder by reason of or as a result of any Force Majeure Event, such party shall be excused from performing such obligations or conditions and the term of this Agreement shall be extended and continued while such party is so delayed or prevented and for twenty-eight (28) calendar days thereafter.

16. Successors. This Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties.

17. Quiet Enjoyment. The City covenants that Associates (upon the payment by the Chargers of the consideration reserved in Section 8 of the Stadium Agreement hereof and the performance by Associates of the terms, covenants and conditions contained in this Agreement) shall peacefully and quietly

have, hold and enjoy the Skybox Premises at all time during the term of this Agreement.

18. Notices. Any notice, demand, request, consent, approval and any other communications (any of the foregoing, a "Notice") required, permitted, or desired, to be given hereunder shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested or delivered by hand or reputable overnight courier addressed to the party to be so notified at its address hereinafter set forth, or to *such* other address as *such* party may hereafter specify in a Notice delivered in accordance with the provisions of this Section 30. Any such Notice shall be deemed to have been received three (3) Business Days after the date such Notice is mailed or on the date of delivery by hand or courier addressed to the parties as follows (provided that neither the City nor Associates shall be deemed to have received any Notice not actually received):

|                   |  |
|-------------------|--|
| If to the City:   | City Manager<br>City of San Diego<br>City Administration Building<br>202 "C" Street<br><br>San Diego, California, 92101        |
| and               | City Attorney .<br><br>City of San Diego<br>City Administration Building<br>202 "C" Street<br><br>San Diego, California, 92101 |
| If to Associates: | Mr. Dean A. Spanos<br>President Chargers<br>Associates P.O. Box<br>609609<br>San Diego, California 92160                       |

With a copy to: Skadden, Arps, Slate, Meagher & Flom 300  
South Grand Avenue, 34th Floor Los  
Angeles, California 90071 Attention:  
Richard S. Volpert, Esq.

19. Construction of this Agreement.

(a) California Law. This Agreement shall be deemed to be made and shall be construed in accordance with the laws of the State of California. The City and Associates covenant and agree to submit to the personal jurisdiction of any state or federal court in the State of California for any dispute, claim, or matter arising out of or related to this Agreement.

(b) Section Headings. The section headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular sections hereof to which they refer.

(c) Sole Instrument. This Agreement (together with the exhibits attached hereto), the Stadium Agreement, the Facilities Occupancy Agreement and the Existing Facilities Agreements (subject to Section 8(d) of the Stadium Agreement) embody and constitute the sole and entire agreement among the parties hereto and the Chargers with respect to the subject matter hereof. There are no terms, obligations, covenants or conditions between the parties hereto, other than as contained herein, in the Stadium Agreement, the Scoreboard Supplement, the Existing Facilities Agreements (subject to Section 8(d) of the Stadium Agreement) and in the Facilities Occupancy Agreement. No alteration, amendment or modification hereof shall be valid unless executed by an instrument

in writing by the parties with the same formality as this Agreement. Neither this Agreement, nor any term hereof, can be changed, modified or abandoned, in whole or in part, except by such instrument in writing and no subsequent oral agreement shall have any validity whatsoever.

(d) Time. Time is of the essence hereof, and every term, covenant and condition shall be deemed to be of the essence hereof, and any breach by the City or Associates shall be deemed to be of the very substance of this Agreement.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the City, and to such successors and assigns of Associates as are permitted to succeed to Associates rights upon and subject to the terms hereof.

(f) No Partnership. Nothing herein contained shall make, or be construed to make, the City or Associates a partner of one another nor shall this Agreement be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

(g) Singular and Plural. Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

20. Supersedure. Upon the commencement of the term hereof, this Agreement shall supersede and replace in its entirety the Skybox Agreement.

21. Nondiscrimination. Associates agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age or physical handicap in Associates' use or occupancy of the Skybox Premises, including, without limitation, the provision of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment. Associates agrees to comply with all applicable City, state, and federal laws and regulations regarding equal opportunity.

22. Drug-Free Work Place. By signing this Agreement, Associates hereby acknowledges and agrees it is aware of and will comply with Council Policy 100-17, adopted by Resolution No. R-277952, a copy of which is on file in the office of the San Diego City Clerk, to provide a drug-free work place.

23. Associates' Employees. Associates agrees that its employees, associates, agents, players, or contractors shall not be deemed to be employees of the City for any purpose. The City shall have no obligation or responsibility for resolving any labor disputes or grievances which may arise between Associates and its employees, associates, agents, players, or contractors employed to perform any services relating to this Agreement. Associates agrees to provide sufficient personnel to perform all services required by this Agreement. Associates shall be responsible for all required federal, state, and local reports, records and payments in connection with social security, unemployment insurance, and other charges and taxes. The City shall have no responsibility for providing any of the above reports, records and payments. Associates shall withhold from its payroll any amounts for insurance and taxes as may be required by federal, state or local governments with respect to all persons employed by Associates.

24. Workers' Compensation. By signing this Agreement, Associates hereby certifies that it is aware of the provisions of California Labor Code sections 3700 et seq., which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and shall comply with such provisions prior to the commencement of this Agreement. Prior to the commencement of this Agreement, Associates shall provide the City with evidence of compliance with the workers' compensation laws of the State of California. Associates shall provide the City with a waiver of subrogation from its insurance carrier when proof of insurance is due.

25. Agreement Subject to NFL Premium Waiver. Notwithstanding anything to the contrary in this Agreement, the Stadium Agreement or the Facilities Occupancy Agreement, this Agreement and the obligations of Associates hereunder are expressly subject to and conditioned upon the NFL's unconditional approval of the Chargers' application for a "premium waiver" under Section 19.1(A)(3) of the Constitution and Bylaws of the NFL.

IN WITNESS WHEREOF, this 1995 Agreement For Use And Occupancy Of Skybox Areas At San Diego Jack Murphy Stadium is executed by (i) the City of San Diego acting by and through the City Manager, under and pursuant to Resolution No. \_\_\_\_\_, authorizing such execution; and (ii) \_\_\_\_\_ Associates, as of the date first above written.

THE CITY OF SAN DIEGO

By: \_\_\_\_\_  
Jack McGrory  
City Manager

CHARGERS ASSOCIATES,  
a California limited partnership

By: \_\_\_\_\_  
Alex G. General  
Partner

**Spans**

I HEREBY APPROVE the form and legality of the foregoing 1995 Agreement For Use And Occupancy Of Skybox Areas At San Diego Jack Murphy Stadium this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

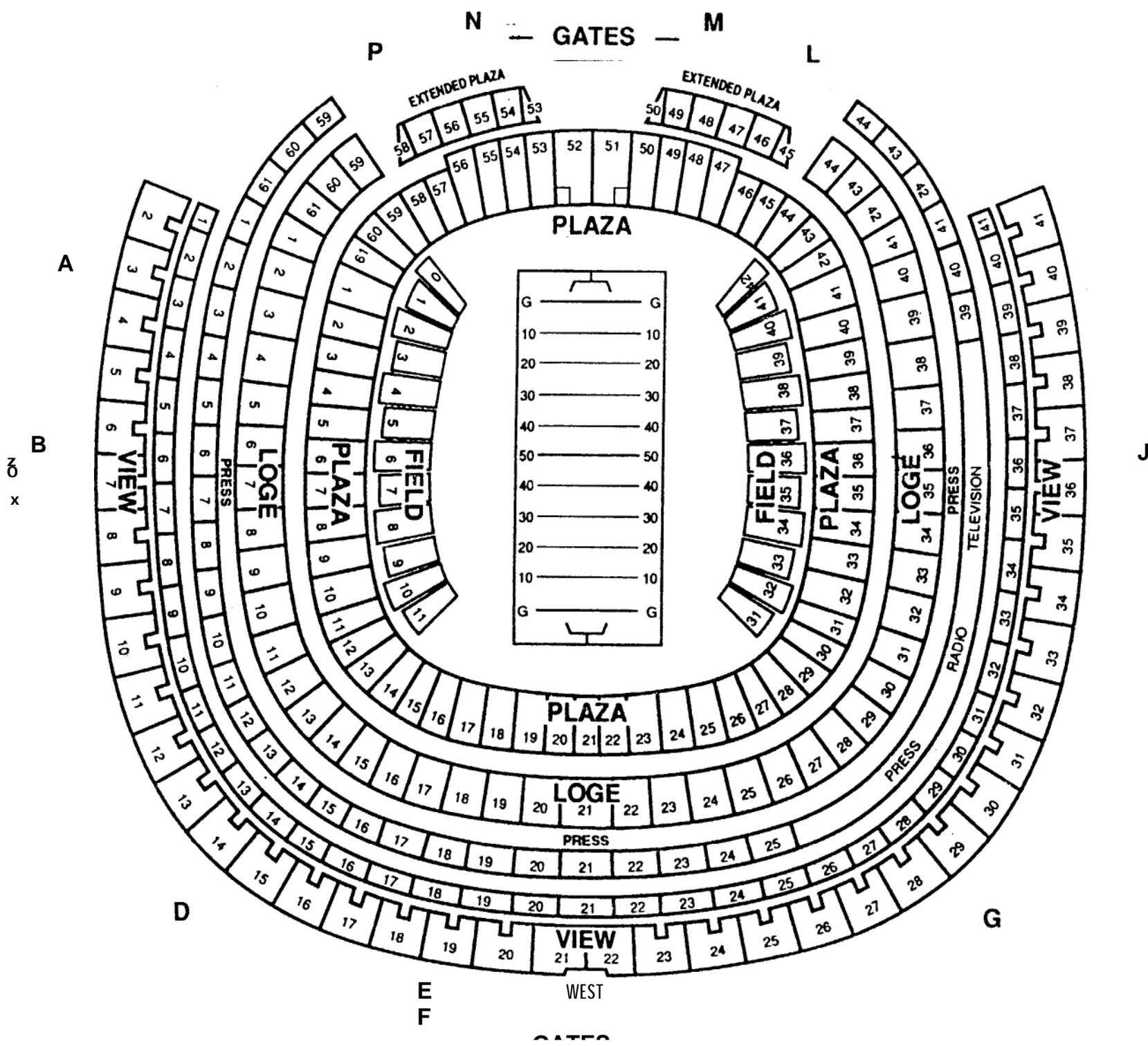
JOHN W. WITT, City Attorney  
\_\_\_\_\_

By:

Curtis M. Fitzpatrick  
Assistant City Attorney

EXHIBIT A

DESCRIPTION OF SKYBOX PREMISES



(SCOREBOARD)  
SC

**K**

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**F**

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CATED

H

E  
F

WEST

GATES

**EXHIBIT A**

**EXCLUSIONS FROM SKYBOX PREMISES**

The following are exclusions to skyboxes leased to Associates:

1. Padres Owners' / Press Box 25A
2. Press Box 25B for baseball and events other than Chargers football games, including, but not limited to, San Diego State University football games and Holiday Bowl games. Box 25B shall remain under the control of the City.
3. Press Box 6B shall remain under the control of the City for all events.
4. Press Boxes 3A, 3B, 39A and 39B for, among others, the Padres, San Diego State University and Holiday Bowl events.
5. Press Box 26 for Padres events.

**FILE COPY**

(0-95-92 COR.COPY)

18182

ORDINANCE NUMBER 0- \_\_\_\_\_  
(NEW SERIES)

*LEAS*

ADOPTED ON MAY 3 1995

AN ORDINANCE AUTHORIZING THE 1995 AGREEMENT FOR PARTIAL USE AND OCCUPANCY OF SAN DIEGO JACK MURPHY STADIUM BETWEEN THE CHARGERS FOOTBALL COMPANY AND THE CITY OF SAN DIEGO; AUTHORIZING THE FACILITIES USE AND OCCUPANCY AGREEMENT BETWEEN THE CHARGERS FOOTBALL COMPANY AND THE CITY OF SAN DIEGO; AND AUTHORIZING THE 1995 AGREEMENT FOR PARTIAL USE AND OCCUPANCY OF THE SKYBOX AREAS AT THE SAN DIEGO JACK MURPHY STADIUM BETWEEN THE CHARGERS ASSOCIATES AND THE CITY OF SAN DIEGO.

BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. That the City Manager is hereby authorized to execute, for and on behalf of The City of San Diego, the 1995 Agreement for Partial Use and Occupancy of San Diego Jack Murphy Stadium between THE CHARGERS FOOTBALL COMPANY and The City of San Diego, under the terms and conditions set forth in the Agreement to file in the office of the City Clerk as Document No. 00 \_\_\_\_\_

Section 2. That the City Manager is hereby authorized to execute, for and on behalf of The City of San Diego, the Facilities Use and Occupancy Agreement, between THE CHARGERS FOOTBALL COMPANY and The City of San Diego, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. 00 \_\_\_\_\_

Section 3. That the City Manager is hereby authorized to execute, for and on behalf of The City of San Diego, the 1995 Agreement for Partial Use and Occupancy of San Diego Jack Murphy Stadium between THE CHARGERS FOOTBALL COMPANY and The City of San Diego, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. 00 \_\_\_\_\_

Agreement for Partial Use and Occupancy of the Skybox Areas at the San Diego Jack Murphy stadium between the Chargers Associates and The

forth in the Agreement on file in the office of the City Clerk as Document No. 00- ' \_\_\_\_\_

City of San Diego, under the terms and conditions set

Section 4. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

By Kelly J. Sa  
Kelly J. Sa  
Deputy City

APPROVED: JOHN W. WITT, City Attorney

KJS:pev  
03/14/95  
03/15/95 Cor.Copy

03/28/95 Cor.Copy  
Or.Dept:Fin.Mgmt  
0-95-92  
Form=o+t

453 - LEAS - Chair

# CERTIFICATE OF PUBLICATION

Financial Managem  
City of San Diego  
202 C Street  
M.S. 8A  
San Diego, CA 92101

IN THE MATTER OF

NO.

## Chargers Football Company

I, Corey Donahue, am a citizen of the United States and a of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above entitled matter. I am the principal clerk of the San Diego Daily Transcript, a newspaper of general circulation, printed and published daily, except Saturdays and Sundays, in the City of San Diego, County of San Diego and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of January 23, 1909, Decree No. 14894; and the

### NOTICE OF PUBLIC HEARING

PLEASE ACCEPT THIS AS A NOTICE TO INFORM YOU, as a property owner, tenant, or interested party, that the Council of the City of San Diego, California will conduct a public hearing, as part of a scheduled City Council meeting, on the following project:  
Adoption of ordinances: authorizing the 1995 Agreement for Partial Use and Occupancy of the San Diego Jack Murphy Stadium between the Chargers Football Company and the City of San Diego; authorizing the Facilities Use and Occupancy Agreement between the Chargers Football Company and the City of San Diego; authorizing the 1995 Agreement for Partial Use and Occupancy of the Skybox Areas at the San Diego Jack Murphy Stadium between the Chargers Associates and the City of San Diego; and related actions.

MARY VATTIMO at (619) 236-6639 COMMUNICATIONS  
This Item may begin at any time after the time specified. Any interested person may address the City Council to express support or opposition to this Issue. Time allotted to each speaker is determined by the chair and in general is limited to two (2) minutes; moreover, collective testimony of those in support or opposition shall be limited to no more than fifteen (15) minutes total per side. Those unable to attend the hearing may write a letter to the Mayor and City Council, Attention: City Clerk, City Administration Building, 202 'C' Street, San Diego, CA 92101-3862, Mail Station 2A. All Communications will be forwarded to the Mayor and City Council.  
This Information will be made available in alternative formats upon request. To order Information in Braille, oversized print or voice cassette tape, please call the Clerk's office at least five working days prior to the meeting at 533.4000 (voice) or 236-7012 (TT). CHARLES G. ABDELNOUR SAN DIEGO CITY CLERK Pub. May 19 315044

### NOTICE OF PUBLIC HEARING

is a true and correct copy of which the annexed is a printed copy and was published in said newspaper on the following date(s), to wit:

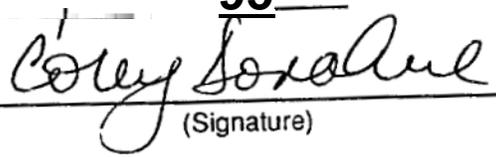
MAY 19

I certify under penalty of perjury that the foregoing is true and correct.

I Wk

Dated at San Diego, California this \_\_\_\_\_ day of

95

  
(Signature)

**DATE OF MEETING:**  
TUESDAY, MAY 30, 1995  
**TIME OF MEETING:**  
10:00 a.m.  
**PLACE OF MEETING:**  
COUNCIL CHAMBERS,  
12th FLOOR  
CITY ADMINISTRATION  
BUILDING, 202 'C'  
STREET,  
SAN DIEGO, CALIFORNIA .  
**PROJECT NAME:**  
1995 AGREEMENT  
WITH THE  
CHARGERS FOOTBALL  
COMPANY & RELATED  
ACTIONS  
**FOR ANY ADDITIONAL IN  
FORMATION, PLEASE CON.  
TACT CITY PROJECT MAN  
AGER.**