

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

C.F. No. 15-0989
0150-12571-0000

Date: May 31, 2024

To: Honorable Members of the Ad Hoc Committee on the 2028 Olympic and Paralympic Games

From: Matthew W. Szabo, City Administrative Officer 

Sharon M. Tso, Chief Legislative Analyst 

Subject: **2028 OLYMPIC AND PARALYMPIC GAMES: INTELLECTUAL PROPERTY AGREEMENT**

RECOMMENDATIONS

That the City Council:

1. Approve and authorize the Mayor and City Council President to execute the Games Intellectual Property Agreement with the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28) to set forth the terms, conditions, and framework for the use of certain LA28 and City intellectual properties, subject to approval as to form by the City Attorney;
2. Authorize the Office of the City Administrative Officer to be the City Administrator for the Games Intellectual Property Agreement including to receive, consider, and authorize (i) all requests from LA28 to use City-owned intellectual property, (ii) all requests from City offices and departments to use intellectual property controlled by LA28, and (iii) to update the Games Intellectual Property Agreement Schedule I: LA28 Games Properties and Schedule III: City Licensed Property as needed; and
3. Instruct the City Administrative Officer to report back to Council with any updates to the authorized intellectual property as identified in the Games Intellectual Property Agreement within Schedule I: LA28 Games Properties and Schedule III: City Licensed Property by no later than May 30, 2025, and semi-annually thereafter.

SUMMARY

On December 3, 2021, the City Council authorized the approval of the Games Agreement (C.F. 15-0989) between the City and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28). The Games Agreement articulates numerous obligations and actions regarding the hosting of the 2028 Olympic and Paralympic Games (2028 Games), including the establishment of an Intellectual Property Agreement (Agreement) setting the

terms and conditions for the City's right to utilize certain intellectual property (IP) controlled by LA28 (Games-Related Properties) by December 31, 2022. Subsequently, LA28 expressed an interest in using City-owned IP.

The proposed Agreement would give both parties the opportunity to create anticipation and excitement for the 2028 Games by using internationally known identifying logos including the Olympic Rings and Los Angeles City Seal in advertising and informational campaigns, among other uses. Examples of potential IP use include on City websites, blogs, flyers, banners, billboards, benches, City vehicles, and for the promotion of Department of Recreation and Parks PlayLA programs and initiatives.

The proposed Agreement provides mutually agreed upon terms, conditions, and a framework for use of Games-Related Properties and City-owned IP (identified in the Agreement within Schedule I: LA28 Games Properties and Schedule III: City Licensed Property) for mutually agreed upon purposes, programs, and initiatives in support of the 2028 Games within the United States. The Agreement allows the City and LA28 to use identified IP and new IP, which is yet to be identified, to promote the 2028 Games on the condition that approval is provided by the IP owner prior to use of the requested IP. The Agreement also provides for opportunities for the City and LA28 to collaboratively develop, license and sell co-branded merchandise, subject to approval of the United States Olympic and Paralympic Properties, LLC and the IOC. Approval of the proposed Agreement provides a term effective upon execution through December 31, 2028 and provides no expenditure authority or revenue compensation for any purpose.

In accordance with the Agreement, the City and LA28's use of the other party's IP is subject to specific limitations, including compliance with specific brand guidelines for Games-Related Properties that are attached to the Agreement as Schedule II: LA28 Brand Guidelines. It should be noted that the Games-Related Properties provided in Schedule I are available for use by the City in all variations noted in Schedule II, including color and monochrome variations.

City Administrator for Use of Intellectual Property for the 2028 Games

The Office of the City Administrative Officer (CAO) is designated in the Agreement as the City Liaison to receive and respond to all LA28 requests for use of City-owned IP for the 2028 Games. To ensure the City and LA28 may use either party's IP in an appropriate and approved manner, thereby avoiding any potential breach of the Agreement, a recommendation is included in this report to authorize the CAO to be the City Administrator for the Games Intellectual Property Agreement including to receive, consider, and authorize (i) all requests from LA28 to use City-owned IP, (ii) all requests from City offices and departments seeking to use Games-Related Properties, and (iii) to update the Games Intellectual Property Agreement Schedule I: LA28 Games Properties and Schedule III: City Licensed Property as needed.

To ensure transparency regarding any existing or new IP authorized pursuant to the Agreement, a recommendation is provided to instruct the CAO to report back to Council with any updates to the authorized intellectual property as identified in the Games Intellectual Property Agreement within Schedule I: LA28 Games Properties and Schedule III: City Licensed Property by no later than May 30, 2025, and semi-annually thereafter.

LA28 Responsibility for Protection of its Games-Related Properties

LA28 will be responsible for issuing all cease and desist letters and shall be solely responsible for undertaking all enforcement actions with respect to LA28 Games-Related Properties. Should LA28 request assistance from the City, the City will provide assistance in the manner the City deems appropriate and in accordance with applicable law. This provision ensures that although the City will be cooperating with LA28, the City will not be required to expend City resources to oversee IP enforcement actions on behalf of LA28. A similar provision is also provided in the Agreement for the City's enforcement of its own IP.

FISCAL IMPACT STATEMENT

There is no fiscal impact to the General Fund.

FINANCIAL POLICIES STATEMENT

As there are no expenditures or revenues provided under the Agreement, approval of the recommendations in this report complies with the City's Financial Policies.

Attachments: Games Intellectual Property Agreement
Schedule I: LA28 Games Properties
Schedule II: LA28 Brand Guidelines
Schedule III: City Licensed Properties

MWS:SMT:RR 11240070

GAMES INTELLECTUAL PROPERTY AGREEMENT

This Games Intellectual Property Agreement (this “Games IP Agreement”) is made and entered into as of the ___ day of _____, 2024 (“Effective Date”) by and between the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028, a California nonprofit public benefit corporation (the “OCOG”) and the City of Los Angeles, a municipal corporation, including all departments, offices, bureaus, boards, and commissions within its jurisdiction (the “City”). Collectively, these entities shall be known herein as the “Parties” or individually as a “Party.”

WHEREAS, on December 28, 2021, the OCOG and the City entered into a certain Games Agreement (Contract No. C-139679) that incorporates governing principles regarding hosting the 2028 Olympic and Paralympic Games (the “2028 Games”) and sets forth other agreed upon terms and conditions that provide a critical framework for how the Parties will work together to ensure successful delivery of the 2028 Games. Capitalized terms used herein without definition shall have the meanings afforded to such terms in the Games Agreement;

WHEREAS, Section 16.9 of the Games Agreement provides that, consistent with Section 19.3 of the Host City Contract - Principles, the Parties will enter into an agreement that specifies the terms and conditions on which the City may use certain “Games-Related Properties”, which in accordance with the Host City Contract (“HCC”) includes graphic, visual, artistic and intellectual works or creations developed by or on behalf of or for the use of the Host City's candidature committee, the Host City, the Host NOC and/or the OCOG with respect to the 2028 Games; and

WHEREAS, in accordance with the Games Agreement, this Games IP Agreement sets forth the terms and conditions on which the Parties will license certain intellectual property to one another for mutually agreed upon purposes, programs and initiatives in support of the 2028 Games.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties and of the promises contained in this Games IP Agreement, the Parties hereby agree as follows:

1. Term of Agreement

This Agreement shall become effective on the date of the last signature set forth below by the Parties and shall remain in effect until December 31, 2028 (the “Term”), provided that in the event the 2028 Games are postponed by the IOC in its discretion, the Term shall be extended by a period equivalent to the period of postponement, provided further that in no event shall any such postponement extend beyond December 31, 2029. In the event that the 2028 Games are not held for any reason prior to December 31, 2029, regardless of the reason therefor, then: (a) this Agreement will terminate with effect from the earlier of (i) the date on which such cancellation or rescheduling is officially announced by the IOC, or (ii) December 31, 2029.

2. Grant of Rights and Licenses

2.1 OCOG Grant of Rights and Licenses. Subject to the terms and conditions of this Games IP Agreement and the LA28 Brand Guidelines (defined below), the OCOG hereby grants the City a non-exclusive license to use those Games-Related Properties, listed in Schedule I hereto (the “LA28 Games Properties”), solely in connection with the City’s promotion of mutually agreed upon non-commercial City purposes, programs and initiatives in support of the 2028 Games in the Territory (defined below) during the Term. The LA28 Games Properties include, but are not limited to, the 2028 Games emblem depicted in Schedule I (“LA28 Emblem”), as well as those properties to be identified and mutually agreed upon in writing by the Parties (“Newly Identified Properties”). All Newly Identified Properties shall be

automatically added to Schedule I without the need for a formal written amendment to this Agreement. All uses of the LA28 Emblem must be accompanied by the LA28 designation specified in Schedule I hereto (the “LA28 Designation”). Notwithstanding anything to the contrary in this Games IP Agreement, the OCOG may modify and/or otherwise update the LA28 Games Properties specified in Schedule I with reasonable prior written notice to the City.

For purposes of this Games IP Agreement, the “Territory” comprises the fifty (50) United States and the District of Columbia, the geographic territory for which the OCOG is recognized by the International Olympic Committee (“IOC”). For the avoidance of doubt, the City’s online digital and social media marketing directed towards a United States audience shall be deemed within the Territory, provided that, upon request by the OCOG, and consistent with applicable law, the City shall make reasonable efforts to activate appropriate content-targeted geoblocking solutions to the extent such solutions are made available by third party platforms through which the City engages in online and/or social media marketing.

2.2 OCOG Reservation of Rights. All rights, opportunities, privileges, benefits and approvals relating to the subject matter of this Games IP Agreement that are held by the OCOG and not expressly granted to the City are reserved by the OCOG, United States Olympic and Paralympic Properties, LLC (“USOPP”), the IOC, and the International Paralympic Committee (“IPC”), as applicable.

2.3 City Grant of Rights and Licenses. The City owns, controls and/or administers certain intellectual property rights, including, without limitation, certain trademarks, service marks, copyrights, publicity rights, logos, trade names or other proprietary designations in or to the marks identified on Schedule III hereto (the “City Licensed Property”). Subject to the terms and conditions of this Games IP Agreement, the City hereby grants the OCOG a non-exclusive license to use the City Licensed Property in support of the 2028 Games in the Territory during the Term. The City Licensed Property includes, but is not limited to, the City seal depicted in Schedule III (“City Seal”), as well as those properties to be identified and mutually agreed upon in writing by the Parties (“Newly Identified City Properties”). All Newly Identified City Properties shall be automatically added to Schedule III without the need for a formal written amendment to this Agreement, provided that in any instance in its sole discretion the City may specify that certain Newly Identified City Properties owned or controlled by the City require more formal approvals by the City (e.g., City Council approval), and in such instances, such Newly Identified City Properties shall not be added to Schedule III until such formal approvals are granted by the City. Notwithstanding anything to the contrary in this Games IP Agreement, the City may modify and/or otherwise update the City Licensed Property specified in Schedule III hereto with reasonable prior written notice to the OCOG.

2.4 City Reservation of Rights. All rights, opportunities, privileges, benefits and approvals relating to the use of City Licensed Property that are held by the City and not expressly granted in writing to the OCOG are reserved by the City. Nothing in this Agreement shall entitle the OCOG to use any of the City’s intellectual property other than the City Licensed Property, under the terms of this Agreement.

3. Exercise of Rights

3.1 LA28 Brand Guidelines. The LA28 Brand Guidelines, attached as Schedule II hereto (the “LA28 Brand Guidelines”) provide rules regarding the City’s potential non-commercial uses of the LA28 Games Properties. By way of example, non-commercial uses include advertising, promotional and marketing materials, use on all City websites, blogs, flyers, banners, billboards, benches, use on City vehicles (including bus and van wraps), promoting PlayLA programs and initiatives, but do not include use by the City of the LA28 Games Properties on promotional merchandise such as t-shirts, pins and water bottles (regardless of whether sold or gifted). All of the City’s uses of the LA28 Games Properties must comply with the LA28 Brand Guidelines. The City may not use the name or brand of any third party on materials bearing the LA28 Games Properties without the prior written approval of the OCOG.

Notwithstanding anything to the contrary in this Games IP Agreement, the OCOG may modify and/or otherwise update the LA28 Brand Guidelines with reasonable prior written notice to the City (subject to the understanding that such modifications/updates shall not affect previously approved collateral then in production and/or use unless specified by the OCOG in writing that such use must sooner cease due to a third party claim that use of same violates any third party rights).

3.2 Approvals Process. The requesting Party will not use or release any advertisements, promotions or materials that contain the other Party's intellectual property, without obtaining the prior written approval from the other Party (the "IP Owner"). If the OCOG seeks to utilize City Licensed Property, then the OCOG shall submit written requests to the City Liaison from the Office of the City Administrative Officer, or such other City Liaison designated in writing by written notice to LA28 from the Office of the City Administrative Officer. At no time shall the OCOG enter into separate license agreements for use of City Licensed Property with individual departments, offices, bureaus, boards or commissions of the City. For the avoidance of doubt, no concept or material shall be deemed approved unless and until it has been so approved by the IP Owner in writing pursuant to the process described in this Section 3.2. The Party seeking use of the other Party's intellectual property will submit to the IP Owner's designated contact, for its prior written approval, representative samples of all materials bearing the LA28 Games Properties, the City Licensed Property, and/or any other intellectual property owned and/or controlled by the other Party, as applicable, and such other information as may reasonably be requested by the IP Owner at least ten (10) business days prior to any production or release to the public. All consents and approvals may be granted or withheld by the IP Owner in its sole discretion, with such consents and approvals to be exercised in good faith. The OCOG will be deemed to have acted in good faith if it withholds or delays its approval at the direction of the IOC or IPC; provided, however, the OCOG will use commercially reasonable efforts to timely obtain such approvals. All requests for approval shall be directed to the individual(s) and/or submission portals identified by the IP Owner in writing (which may include electronic mail), provided that the IP Owner may modify and/or otherwise update the approval submission instructions with reasonable prior written notice to the requesting Party. The requesting Party agrees that the exercise by the IP Owner of its rights to approve, review, comment upon or advise the requesting Party in relation to the exploitation of the IP Owner's intellectual property relates only to the requesting Party's proposed use of such intellectual property, and shall not lead to the IP Owner assuming responsibility for any rights or obligations of the requesting Party pursuant to this Agreement and that any such approval, review, comments or advice shall not relieve the requesting Party of any of its obligations under this Agreement, including without limitation, its indemnification obligations pursuant to Section 9 below, except for the obligation to obtain the relevant approval, review, comments or advice. The IP Owner may withdraw a previously granted approval for good cause, provided that such withdrawal shall not affect the requesting Party's then-current production runs of materials using the IP or otherwise cause the requesting Party to lose the primary benefit of advertising and promotional campaigns as to which the requesting Party has incurred significant expenses. Notwithstanding the foregoing, in the event that the IP Owner withdraws previously granted approval due to a third party claim that use of the IP Owner's intellectual property violates a third party's intellectual property rights then (a) the IP Owner shall advise the requesting Party in writing of such a claim and the reason for its withdrawal of approval, (b) the requesting Party shall cease use of the intellectual property at issue as soon as reasonably possible, and (c) the IP Owner withdrawing such approval shall reimburse the requesting Party for reasonable, accountable and verifiable costs incurred by the requesting Party in connection with the IP Owner's withdrawal of a previously granted approval. Any intellectual property not already contained in Schedule I and/or Schedule III of this Games IP Agreement that is approved for use by its respective IP Owner pursuant to this Section 3.2 shall be added to Schedule I, if owned and/or controlled by the OCOG, or shall be added to Schedule III, if owned and/or controlled by the City.

4. Protection of Licensed Property

4.1 Protection of LA28 Games Properties. The City will not at any time do, omit to do, or suffer to be done anything that could prejudice the validity of or jeopardize the rights of the OCOG, USOPP, any other Organizing Committee of the Olympic Games, the United States Olympic and Paralympic Committee (“USOPC”), the IOC or the IPC in the LA28 Games Properties or any other Olympic- or Paralympic-related intellectual property. Without prejudice to the foregoing, the City will not itself and will not cause, influence, assist, or procure any third party in any manner whatsoever either during the Term or thereafter to: (a) use any LA28 Games Properties in any way that would allow any of it to become generic, lose its distinctiveness or become liable to mislead the public (including as to quality, nature or geographic origin); (b) assert the invalidity of any of the LA28 Games Properties or any other Olympic- or Paralympic-related intellectual property or contest the rights of the IOC, IPC, OCOG, USOPP, any other Organizing Committee of the Olympic Games, or the USOPC in the LA28 Games Properties or any other Olympic- or Paralympic- related intellectual property; and/or (c) adopt or use any trademark or other intellectual property that includes or is confusingly similar to, or a simulation or colorable imitation of, any of the LA28 Games Properties or any other Olympic- or Paralympic- related trademarks. The City shall promptly notify the OCOG in writing of any actual or suspected misuse, unauthorized use or any other violation concerning any LA28 Games Properties- and/or Olympic- or Paralympic- related trademarks. The OCOG shall issue all cease and desist letters and shall be solely responsible for undertaking all enforcement actions with respect to LA28 Games Properties. Should the OCOG request assistance from the City, City shall provide such assistance in the manner City deems appropriate and in accordance with applicable law.

4.2 Protection of City Licensed Property. The OCOG will not at any time do, omit to do, or suffer to be done anything that could prejudice the validity of or jeopardize the rights of the City in the City Licensed Property or any other of its intellectual property. Without prejudice to the foregoing, the OCOG will not itself and will not cause, influence, assist, or procure any other person in any manner whatsoever either during the Term or thereafter to: (a) use any City Licensed Property in any way that would allow any of it to become generic, lose its distinctiveness or become liable to mislead the public (including as to quality, nature or geographic origin); (b) assert the invalidity of any of the City Licensed Property or any other related intellectual property or contest the rights of the City in the City Licensed Property or any other related intellectual property; and/or (c) adopt or use any trademark or other intellectual property that includes or is confusingly similar to, or a simulation or colorable imitation of, any of the City Licensed Property or any other City trademarks. The OCOG shall promptly notify the City in writing of any actual or suspected misuse, unauthorized use or any other violation concerning any City Licensed Property and/or City trademarks. The OCOG has no obligation to issue any cease and desist letter or undertake any enforcement actions with respect to City Licensed Property. Should the City request assistance from the OCOG, the OCOG shall provide such assistance in the manner the OCOG deems appropriate and in accordance with applicable law.

5. Ownership of Licensed Property

5.1 Ownership of LA28 Games Properties. The City shall not acquire and/or claim any title to the LA28 Games Properties or any other Olympic- or Paralympic- related intellectual property, whether currently existing or newly developed, or the goodwill attaching to any of them by virtue of the rights granted to the City pursuant to this Games IP Agreement. All use of the LA28 Games Properties by the City will at all time inure to the benefit of the OCOG, the IOC or the IPC and the City agrees that: (a) any goodwill and any other rights or privileges which may be deemed to have accrued to the City by use of the LA28 Games Properties pursuant to this Games IP Agreement, excluding any pre-existing City IP, will be deemed to be the absolute property of the OCOG, the IOC or the IPC; (b) the City will at the request of the

OCOG, the IOC or the IPC do all such acts and things (including the prompt execution of any documents) necessary to perfect, record, register, vest or otherwise confirm or memorialize such title, ownership rights, goodwill and any other rights or privileges; and (c) the OCOG will have the sole right to determine whether any action should be taken to terminate or challenge any actual or suspected misuse, unauthorized use or any other violation concerning the LA28 Games Properties and/or any Olympic- or Paralympic- related intellectual property in the Territory or to settle any action, proceeding or claim brought by the OCOG to terminate such misuse, unauthorized use or other violation.

5.2 Ownership of City Licensed Property. The OCOG shall not acquire and/or claim any title to the City Licensed Property or any other City related intellectual property, whether currently existing or newly developed, or the goodwill attaching to any of them by virtue of the rights granted to the OCOG pursuant to this Games IP Agreement. All use of the City Licensed Property by the OCOG will at all time inure to the benefit of the City and the OCOG agrees that: (a) any goodwill and any other rights or privileges which may be deemed to have accrued to the OCOG by use of the City Licensed Property pursuant to this Games IP Agreement, will be deemed to be the absolute property of the City; (b) the OCOG will at the request of the City, do all such acts and things (including the prompt execution of any documents) necessary to perfect, record, register, vest or otherwise confirm or memorialize such title, ownership rights, goodwill and any other rights or privileges; and (c) the City will have the sole right to determine whether any action should be taken to terminate or challenge any actual or suspected misuse, unauthorized use or any other violation concerning the City Licensed Property and/or any City related intellectual property in the Territory or to settle any action, proceeding or claim brought by the City to terminate such misuse, unauthorized use or other violation.

6. Dispute Resolution

The Parties shall seek to amicably resolve by negotiation all disputes arising out of or in connection with this Agreement. In each case, the Parties shall first seek settlement of that dispute by referring such dispute to the Chief External Affairs Officer of the OCOG and the City Administrative Officer of the City, or the City Administrative Officer's designee. If such persons cannot resolve the relevant dispute within ten (10) business days of such referral, the dispute shall be referred to the Chief Operating Officer of the OCOG and the Chief Legislative Analyst of the City, or the Chief Legislative Analyst's designee, for resolution.

If, in spite of such negotiations, no mutually agreeable resolution between the Parties is reached within ten (10) business days, then either Party may provide written notice to the other Party ("Dispute Notice"). Any Dispute Notice shall include a detailed description of the disputed matter, any relevant documentation and other materials, and a detailed explanation of the position taken by the Party providing such Dispute Notice.

Within thirty (30) days following the delivery of any Dispute Notice the chairperson or the president or the chief executive officer of LA 2028 ("LA 2028 Executive") (or the LA 2028 Executive's designee) on the one hand and the Mayor of the City (or the Mayor's designee) and the City Council President (or the City Council President's designee) (collectively, the "City Representatives") on the other shall meet in person, to resolve the subject of such Dispute Notice; provided, however, that if the LA 2028 Executive or the City Representatives notifies the other, in writing, that satisfactory resolution of the subject matter of the Dispute Notice is not practicable unless the LA 2028 Executive and City Representatives meet sooner than within a thirty (30) day period, then the LA 2028 Executive and City Representatives shall each use reasonable efforts to meet within a shorter period of time.

To the extent that any disputes that are the subject of a Dispute Notice delivered remain unresolved after a period of ninety (90) days following the meeting of the LA 2028 Executive and City Representatives as prescribed above, then unless the LA 2028 Executive and City Representatives mutually agree to an extension of the period in which to meet to resolve any dispute that is the subject of such Dispute Notice,

either Party may make a request for arbitration and, in such event, such disputed matters shall be determined by final binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be in Los Angeles, California. There shall be one (1) arbitrator.

If a request for arbitration is not made prior to the tenth (10th) day following the conclusion of the ninety (90) day period described above or within ten (10) days following such longer period as may be mutually agreed upon, all claims of the Party who initiated the dispute resolution procedure shall be deemed waived, notwithstanding any state or federal statute of limitations.

Each Party shall bear its own costs of arbitration, including legal fees, except that the fees for the arbitrator and costs associated with the arbitrator shall be shared equally by the Parties; provided, however, that any costs forming the substance of the dispute shall be borne as determined by the arbitral award.

7. Termination

7.1 Termination of Entire Agreement. Either Party may terminate this Games IP Agreement and its obligations under it by delivering written notice to the other Party in the event that the other Party: (a) commits a material breach of this Games IP Agreement that is not capable of being remedied; (b) commits a material breach of this Games IP Agreement that is capable of being remedied but fails to remedy such breach within ninety (90) calendar days of receipt of a Dispute Notice; (c) uses the other Party's Licensed Property other than in accordance with this Games IP Agreement; or (d) challenges the validity or ownership of any of the other Party's Licensed Property or of the other Party's intellectual property. This Games IP Agreement shall automatically terminate upon the termination of the Games Agreement for any reason. Upon expiration or prior termination of this Games IP Agreement, each Party's rights under this Games IP Agreement shall immediately terminate and automatically revert to the IP Owner, and the other Party shall immediately discontinue all use of such rights.

7.2 Termination in Part. The OCOG may terminate the right of any particular City department, office, bureau, board or commission to use the LA28 Games Properties immediately upon written notice in the event that such City department, office, bureau, board or commission repeatedly breaches this Agreement as a continuing course of conduct despite having been notified in writing of same.

7.3 Termination of this Games IP Agreement in whole or in part does not limit either Party's right to obtain injunctive relief and other available remedies at law or in equity.

8. Representations, Warranties and Covenants

8.1 The OCOG: the OCOG represents, warrants and undertakes that:

- a. it has and shall retain throughout the Term authority to enter into this Games IP Agreement and to perform its obligations hereunder;
- b. the OCOG will exercise the rights granted hereunder with respect to the City Licensed Property in strict compliance with the provisions of this Games IP Agreement and in a manner consistent with the good name, goodwill, reputation and image of the City;
- c. it is authorized to grant the City the rights to use the LA28 Games Properties in accordance with the provisions of this Games IP Agreement; and

- d. the use of any of the LA28 Games Properties by the City strictly in accordance with the terms and conditions of this Games IP Agreement will not infringe upon the intellectual property rights of others in the Territory.

8.2 The City: The City represents, warrants and undertakes that:

- a. the execution, delivery and performance of this Games IP Agreement have been duly authorized by the City;
- b. it is authorized to grant the OCOG the rights to use the City Licensed Property in accordance with the provisions of this Games IP Agreement;
- c. the City will exercise the rights granted hereunder with respect to the LA28 Games Properties in strict compliance with the provisions of this Games IP Agreement, including the LA28 Brand Guidelines, and in a manner consistent with the good name, goodwill, reputation and image of the OCOG, USOPP, the USOPC, the IOC, the IPC, the Olympic Movement and the Paralympic Movement;
- d. the City will not use, or authorize the use of, any LA28 Games Properties (a) in a manner contrary to the terms and conditions of this Games IP Agreement, or (b) to advertise or promote any City initiatives or programs other than those approved by the OCOG in advance in writing (for the avoidance of doubt, as of the Effective Date, the OCOG has approved such use of LA28 Games Properties by PlayLA);
- e. excluding activity: (i) approved by the OCOG under this Games IP Agreement, or (ii) required by law, the City will not undertake or facilitate any activities that would or might reasonably be expected to amount to ambush marketing or detrimentally impact on or otherwise undermine any product/service exclusivity or any of the rights granted by the OCOG, USOPP, the USOPC, the IOC or the IPC to any of their respective sponsors, suppliers, licensees or commercial partners; and
- f. in Olympic- or Paralympic-related advertising and promotions incorporating any of the LA28 Games Properties, the City will not permit Olympic or Paralympic athletes to be portrayed by actors or models.

9. Indemnification

9.1 By the City. The City agrees to indemnify, defend and hold harmless the OCOG, USOPP, the IOC, the IPC, the USOPC and their respective officers, directors, agents, employees and volunteers from any and all fines and penalties and any and all claims by, or liability to, any third party, for loss, damage or injury to persons or property that is based on or in any manner arises out of (a) the City's breach of this Games IP Agreement, (b) the exercise by the City of the rights granted hereunder with respect to the LA28 Games Properties, or (c) a claim that the OCOG's use of the City's Licensed Property in compliance with this Agreement infringes the prior rights of any third party.

9.2 By the OCOG. The OCOG agrees to indemnify, defend and hold harmless the City its officers, directors, agents, employees and volunteers from any and all fines and penalties and any and all claims by, or liability to, any third party, for loss, damage or injury to persons or property that is based on or in any manner arises out of (a) the OCOG's breach of this Games IP Agreement, (b) the exercise by the OCOG of the rights granted hereunder with respect to the City Licensed Property, or (c) a claim that the

City's use of the LA28 Games Properties in compliance with this Agreement infringes the prior rights of any third party.

9.3 **Mutual Responsibility.** In the event of third-party loss caused by the negligence, wrongful act or omission of more than one Party, each Party hereto shall bear financial responsibility under this Section 9 in proportion to its percentage of fault as may be mutually agreed between them or determined through arbitration, if necessary.

9.4 **Sole Recourse.** The City agrees that no other person participating in the organization and staging of the 2028 Games including, without limitation, USOPP, the USOPC, the IOC, nor the IPC shall incur any financial responsibility or liability in connection with this Games IP Agreement. The City agrees that its sole and exclusive remedy for any claims, demands, actions, suits or other proceedings under this Games IP Agreement shall be to the assets of the OCOG.

10. **Assignment and Sublicensing.** Neither Party shall assign, transfer, declare a trust of, charge, mortgage or otherwise deal in any other manner with this Games IP Agreement or any of its rights under it, or purport to do any of the same, or sublicense or subcontract any or all of its obligations under this Games IP Agreement without the prior written consent of the other Party. Any attempt by a Party to do any of the foregoing without such consent shall be void *ab initio* and shall be considered a material breach of this Games IP Agreement.

11. **Legacy Intellectual Property Use.** The Parties agree it is their intent that, following the Term, the City shall continue to have the ability to celebrate the legacy of the 2028 Olympic and Paralympic Games through continued use of certain LA28 Games Properties in a manner mutually agreed upon in good faith between the Parties and the IOC, and to be memorialized in a separate agreement between the City and the IOC. The OCOG shall provide City with a plan to effectuate the City's legacy intellectual property use, as provided by this Section 11. The OCOG shall include this "Legacy IP Usage Plan" in the dissolution plan that OCOG shall submit to City by March 31, 2027, pursuant to Section 6.5.2, "Dissolution Plan" of the Games Agreement. The OCOG shall take all actions identified in the Legacy IP Usage Plan, including by assisting City in good faith with the preparation and negotiation of an agreement between all necessary parties to facilitate City's use in perpetuity of certain LA28 Games Properties after the 2028 Olympic and Paralympic Games.

12. **Co-branded Licensed Merchandise.** The Parties agree to discuss in good faith opportunities to develop, license and sell co-branded merchandise, provided that the City acknowledges that USOPP controls the commercialization of LA28 Games Properties and must agree to any co-branded merchandising. In addition, the IOC must approve of any such agreements in writing in advance.

13. **Incorporation of Specific Games Agreement Provisions.** 16.1 (Notices), 16.2 (Relationship of the Parties), 16.4 (Amendment; Waiver); 16.6 (Non-Recourse); 16.8 (Counterparts); 16.12 (No Third Party Beneficiary) 16.13 (Governing Law) and 16.14 (Interpretation) of the Games Agreement shall apply, *mutatis mutandis*, to the Parties' rights and obligations hereunder.

14. **Equitable Relief.** Nothing contained in this Games IP Agreement shall limit a Party's right to obtain any equitable remedy, including an injunction, an order for possession or any other relief that is not available through arbitration from any court of competent jurisdiction as may be necessary in such Party's sole judgment to protect its trademarks or any other of its proprietary interests or its good name, goodwill, reputation or image.

15. Compliance with Applicable Law. Each Party shall comply with all applicable laws and governmental rules and regulations in such Party's respective performance of the activities and obligations contemplated in this Agreement.

16. Survival. The expiration or earlier termination of this Games IP Agreement for any reason whatsoever shall not affect any provision of this Games IP Agreement which, by its nature, is intended to survive or to operate in the event of the termination of this Games IP Agreement which, for this purpose, shall include, without limitation, Sections 2.2, 2.4, 4-9, 11-12, and 15.

17. IOC and IPC Approval Required. The Parties acknowledge that the understandings set forth in this Games IP Agreement are subject to the written approval of the IOC and IPC and shall not be binding upon any Party unless and until such written approval is obtained.

18. Entire Agreement. This Games IP Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto; provided that nothing in this Games IP Agreement shall be deemed to supersede or otherwise modify any terms of (a) the Host City Contract, (b) the Youth Sport Partnership Agreement, (c) the Cooperative MOU, or (d) the Games Agreement (with the exception of Section 16.9 of the Games Agreement which is expressly hereby superseded). In the event of any inconsistency between the body of this Games IP Agreement and its attachments, schedules or exhibits, the language in the body of this Games IP Agreement shall take precedence.

[continued on the following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Games IP Agreement to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

THE CITY OF LOS ANGELES

By: _____
KAREN BASS
Mayor, City of Los Angeles

Date: _____

By: _____
PAUL KREKORIAN
President, Los Angeles City Council

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028

By: _____
JOHN HARPER
Chief Operating Officer

Date: _____

Schedule I

LA28 Games Properties

LA28 Emblems



HOST CITY



HOST CITY



HOST CITY



HOST CITY

LA28 Designation

“Host City”

Schedule II

LA28 Brand Guidelines

(see attached)

LOS ANGELES 2028

LA28 EMBLEMS USAGF GUIDELINES

HOST CITY
AUGUST 2023



INTRO & WELCOME

SCOPE AND PURPOSE

We’ve developed these tools and rules to maximize your creativity and LA28’s impact.

Just like in sport, there are lines to stay within, but those constraints aren’t meant to stop the exceptional, they simply frame it.

This is a starting point.

This brand is designed to grow and evolve.

Keep the core intact and push the limits to make sure the LA28 Games represent this city, this generation, and this movement.

This is LA28.

Note: Content will be periodically revised to meet new user needs and to ensure these guidelines are always up-to-date. Reproducing this document in any way is not allowed, except with prior permission from LA28. All approvals will be routed through the IOC approvals system [currently TRACK]. Should you have any questions regarding these usages, please contact your LA28 team representative.

INTRO & WELCOME

DEFINITIONS & ACRONYMS

LA28:

Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028

501 [c](3), non-profit organization, that is responsible for delivering the 2028 Games

LA28 GAMES:

Games of the XXXIV Olympiad and the LA28 Paralympic Games

IOC:

International Olympic Committee

IPC:

International Paralympic Committee

NGB:

National Governing Body

OCOG:

Organizing Committee for the Olympic and Paralympic Games

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8	Voice & Tone	15	Motion & Digital		
9	Visual Filters	16	Usage On Photos		
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		18	Do This / Not This		

1.0 THE IDEA

STRATEGY & POSITIONING

This section lays out the foundation of our brand on which everything else is built. All actions, endeavors, and opportunities should be approached strategically and grounded in who we are, what we want to accomplish, and how we intend to do it.

OUR STORY

TRUE NORTH

Everything we do as an organization is grounded in the following 3 principles; our vision, mission and values.

VISION:

Collectively create what’s next by harnessing sport, community and the power of our differences.

MISSION:

Create an unparalleled Olympic and Paralympic experience for athletes, fans, partners, our community and our people.

VALUES:

- Optimism
- Integrity
- Excellence
- Inclusion
- Co-Creation
- Boldness



OUR STORY

AUDIENCE

We are building the next generation of Olympic and Paralympic Games fans. A generation not defined simply by their age, but by their mindset. Diverse by definition, embracing and encouraging of difference, passionate about sport's ability to bring the world together, and eager to add their own unique contributions to the worlds of which they are a part.

Our audience is THE MANY – symbolized by the many faces and facets of Los Angeles, but found across the world. They are those being brought together by the Olympic and Paralympic movements for the first time and those that have been with us forever. Not bound by any one demographic, our audience is unified by their diversity, their passion, and their collective ownership of the future. They are driven by their excitement about what can be and their desire to be a part of what's next.

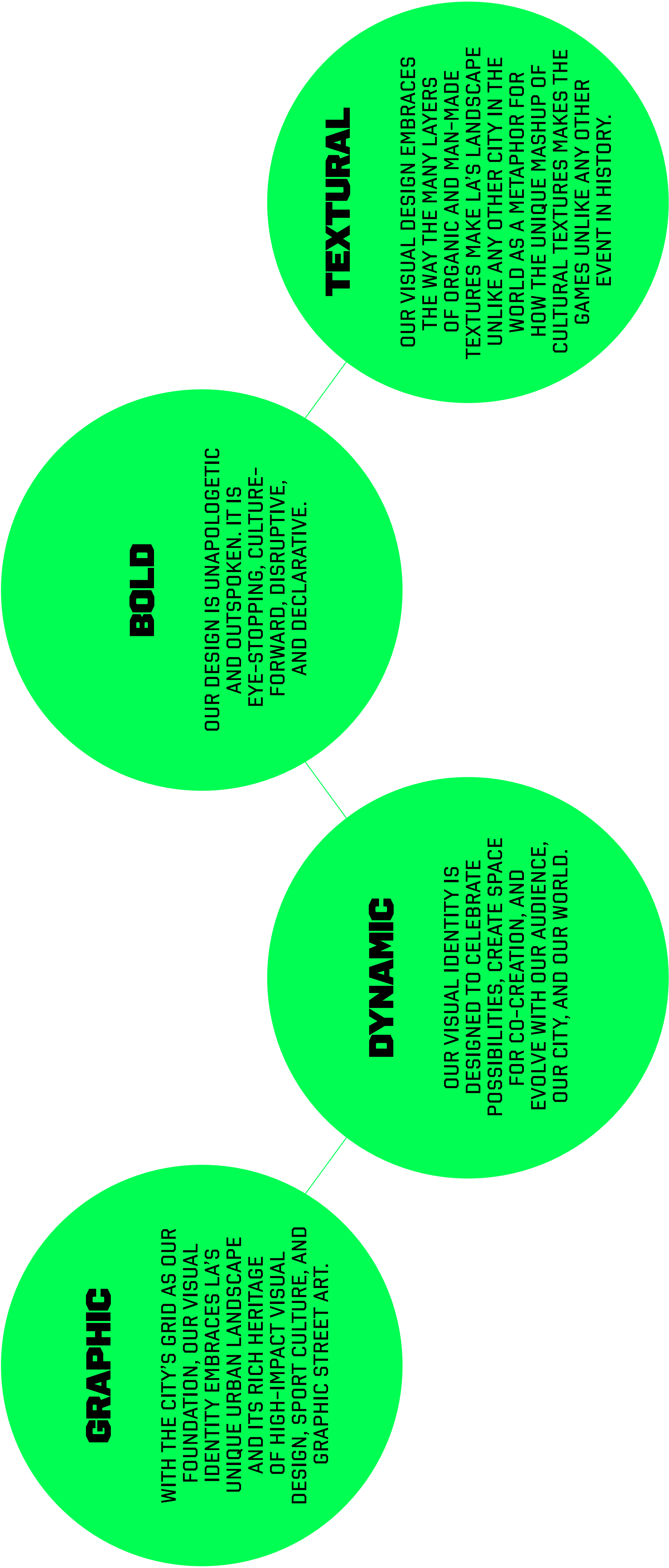


OUR STORY

VOICE & TONE

HUMAN	VISIONARY	INVITATIONAL	REPRESENTATIVE	PURPOSEFUL
<p>WE SPEAK IN THE VOICES OF PEOPLE, NOT IN CORPORATE JARGON. WE ARE THE VOICE OF A SHARED MOVEMENT, NOT A DETACHED NARRATOR.</p> <p>WE ARE CASUAL BUT NOT FLIPPANT</p> <p>WE SPEAK THE SAME LANGUAGE AS OUR AUDIENCE AND ADAPT TO THE CHANNEL THROUGH WHICH WE ARE CONNECTING. WE ARE HERE TO HAVE FUN WITHOUT LOSING SIGHT OF THE LEGACY WE ARE JOINING AND THE LEGACY WE WANT TO LEAVE.</p>	<p>OUR EYES ARE ON THE FUTURE. WE CELEBRATE INGENUITY AND INNOVATION. WE ARE HERE TO CREATE WHAT’S NEXT AND INSPIRE OTHERS TO DO THE SAME. WE ARE CONFIDENT AND EXCITED ABOUT WHAT’S TO COME.</p> <p>WE ARE ENTHUSIASTIC BUT NOT BOASTFUL</p> <p>WE BELIEVE IN OUR COLLECTIVE ABILITY TO MAKE A DIFFERENCE, BUT WE DON’T TAKE ANYTHING FOR GRANTED.</p>	<p>WE WANT OUR AUDIENCE TO JOIN THE CONVERSATION, CO-CREATE OUR EXPERIENCES, AND TO TAKE OWNERSHIP IN OUR MOVEMENT.</p> <p>WE ARE INSIDER BUT NOT EXCLUSIVE</p> <p>WE ARE EAGER TO BRING A WHOLE NEW GENERATION INTO THE MOVEMENT, BUT WE RESPECT AND APPRECIATE THOSE THAT HAVE BEEN WITH US THE WHOLE TIME.</p>	<p>WE ARE MANY THINGS TO MANY PEOPLE. WE VALUE DIVERSITY AS A UNIQUE POINT OF VIEW. WE DEFY EXPECTATIONS. WE EXPAND DEFINITIONS.</p> <p>WE ARE AN AMPLIFIER BUT NOT OPPORTUNISTIC</p> <p>OUR STORY IS MADE UP OF ALL THE STORIES THAT MAKE OUR CITY AND OUR GAMES UNIQUE. WE SEEK TO SHINE A LIGHT, BUT NEVER SOLELY FOR OUR OWN BENEFIT.</p>	<p>WE ARE RELENTLESS IN OUR MISSION TO MAKE OUR GAMES A TRANSFORMATIVE MOMENT IN OLYMPIC AND PARALYMPIC HISTORY. WE SPEAK WITH THE AUTHORITY AND PASSION REQUIRED TO MAKE THAT HAPPEN.</p> <p>WE ARE PASSIONATE BUT NOT ARROGANT</p> <p>WE HAVE OUR EYES ON THE PRIZE, BUT WE APPRECIATE NUANCE, CONSIDER SENSITIVITIES, AND UNDERSTAND WE ARE THE BEARERS OF A TORCH, MUCH BIGGER THAN JUST OUR OWN GAMES.</p>

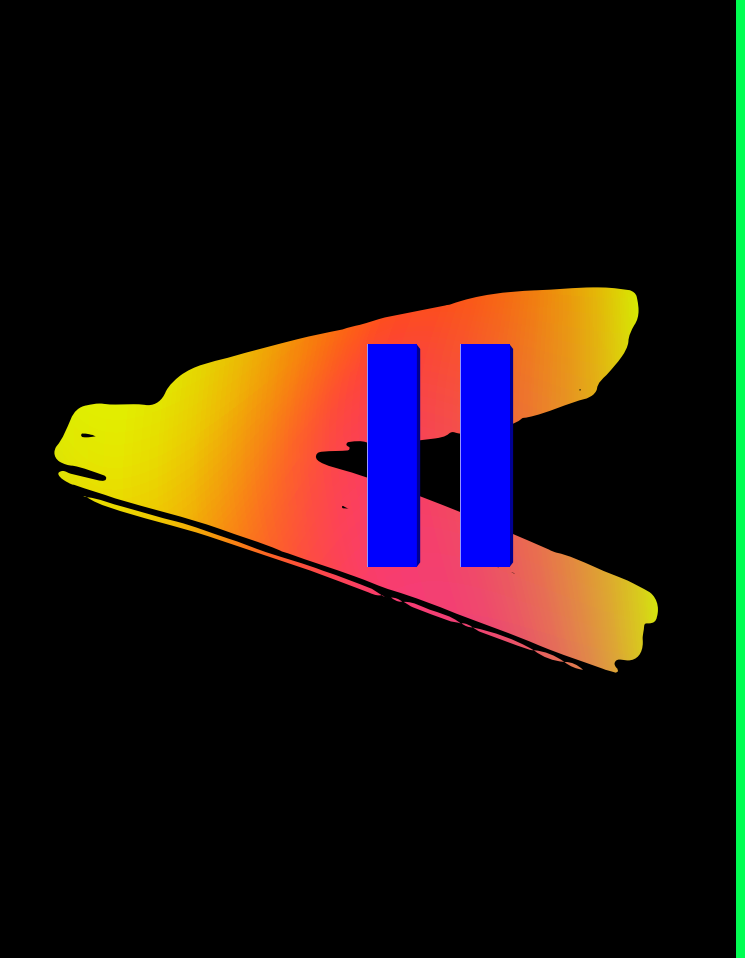
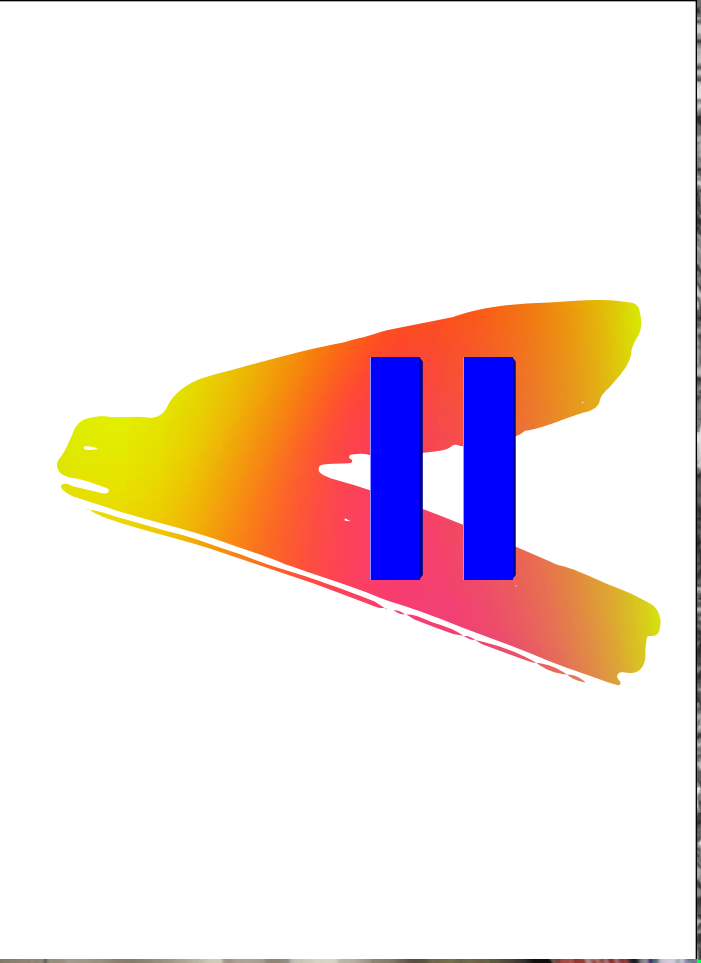
VISUAL FILTERS



OUR STORY

LA IS WHAT YOU MAKE IT.

The city is so diverse, no one mark can express all that it means. The visual identity system Emblems are designed to be a platform for expression, inclusion, and possibility — like the city itself.



2.0 THE EMBLEM

HOST CITY TOOLKIT

We've developed these tools to maximize the Host City relationship. Each story is different, each important. The LA28 'A' platform empowers meaningful co-creation.

HOST CITY MARKS

DUAL EMBLEM BADGE

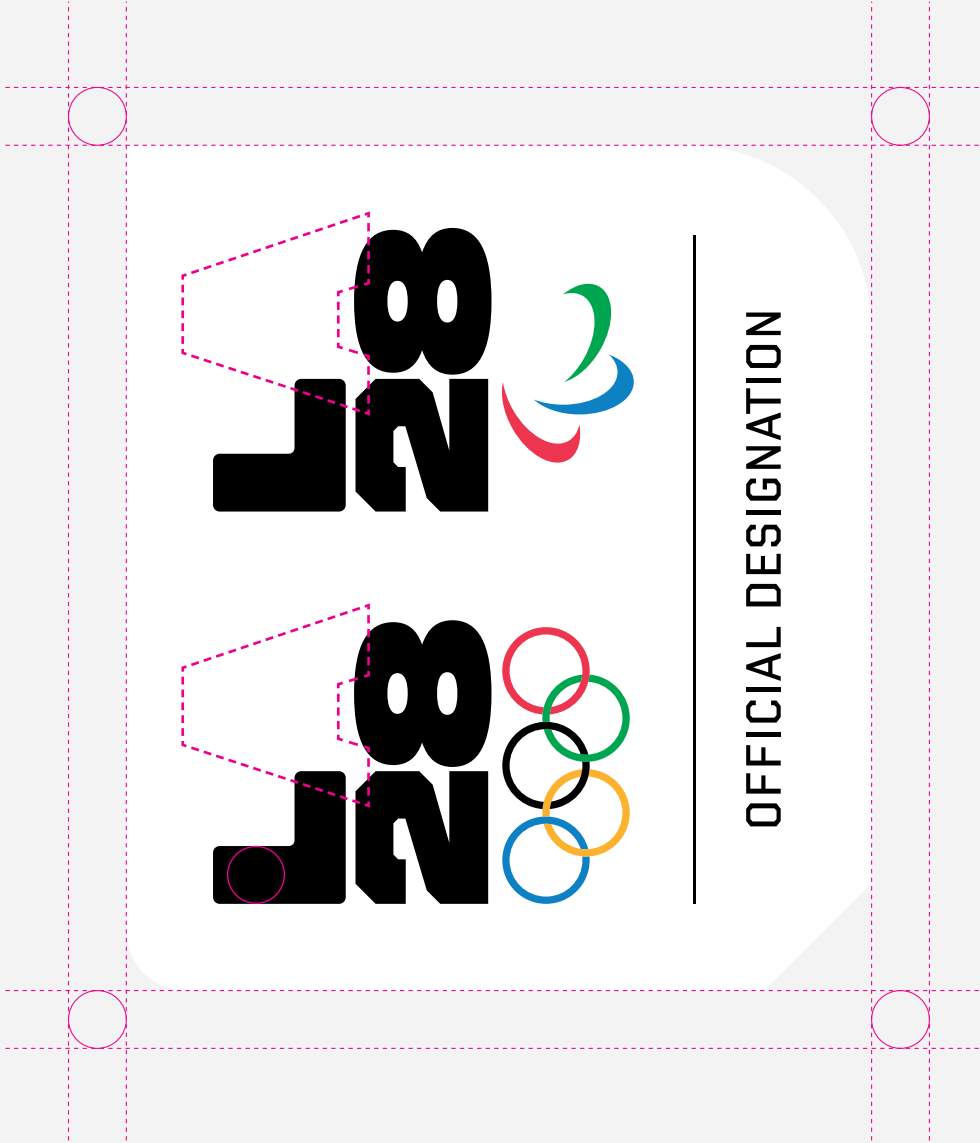
The Host City has the ability to use the designated Dual Emblem Badges to tell stories, so long as Host City logo is in same line of sight and that Host City appears as owner and author of content. The LA28 Dual Emblem Badge must never be placed next to non-LA28 sponsor brands. Please follow the sizing and placement specified page 16. The Host City should appear a minimum of 50% larger in size than LA28 to avoid confusion on who the owner of the content is.

Official designation text should always be accompanied in the LA28 Dual Emblem Badge. Designations are legal statements that confirm the relationship between the Partnering entity and LA28.

Each ‘A’ pairing is specific to a thematic. It is important to factor in audience and end use when deciding on which version to use.

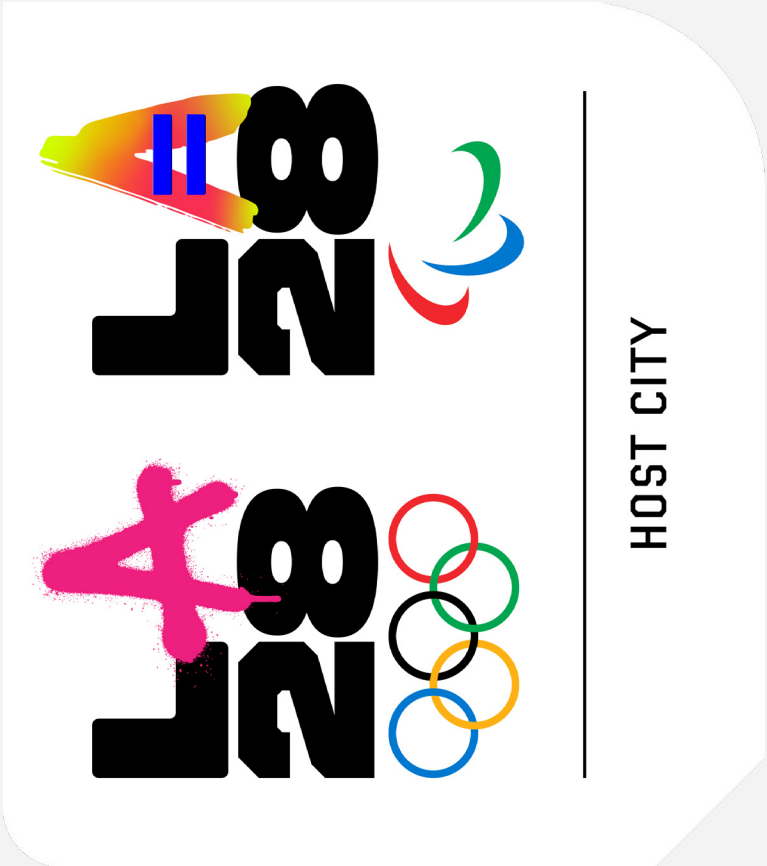
NOTE: The full color Dual Emblem Badge is preferred.

DUAL EMBLEM BADGE CLEAR-SPACE

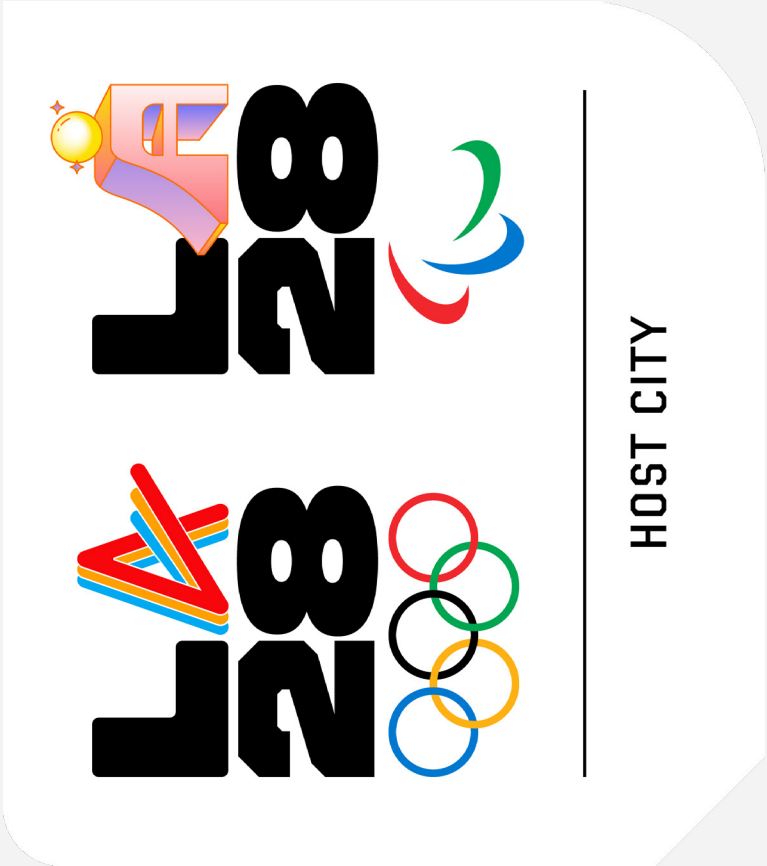


DUAL EMBLEM BADGE OPTIONS

STREET ART & EQUALITY



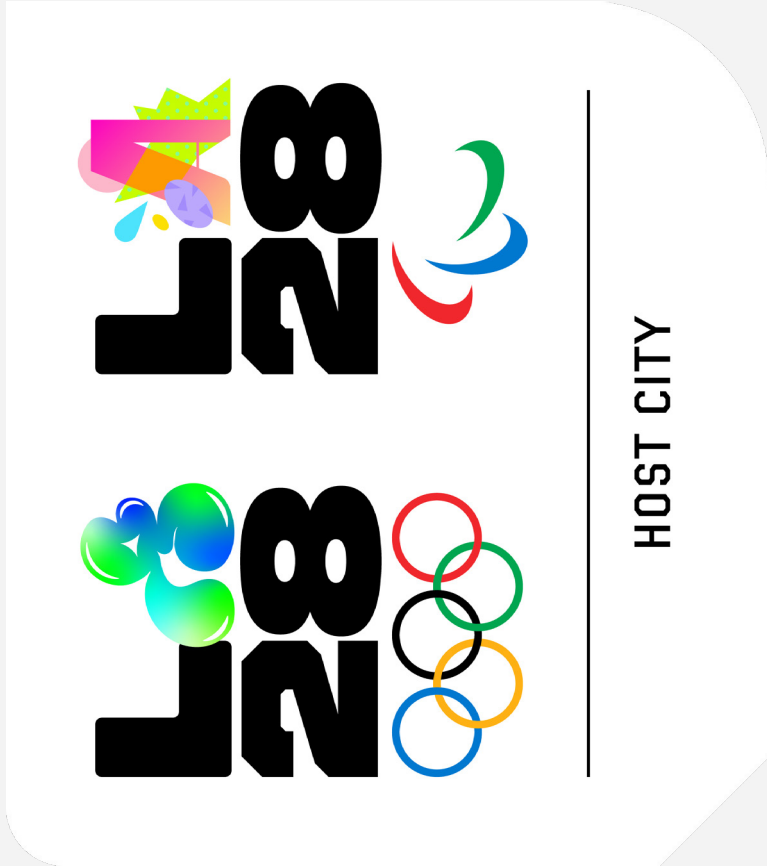
SPIRIT OF COMPETITION & DETERMINATION



VARSITY & PRISM



YOUTHFUL ENERGY & BOLDNESS



*RECOMMENDED VERSION FOR RAP [PLAYLA]

HOST CITY MARKS

COLOR

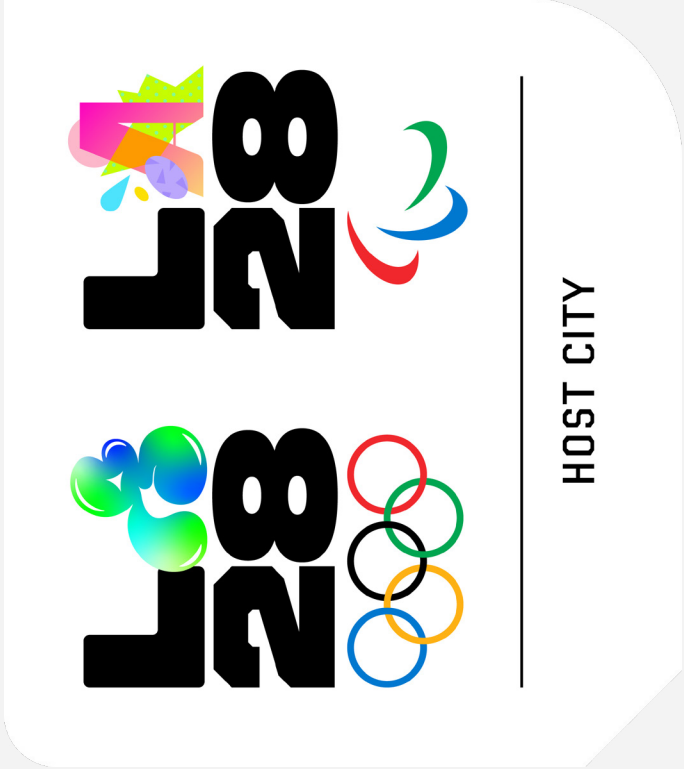
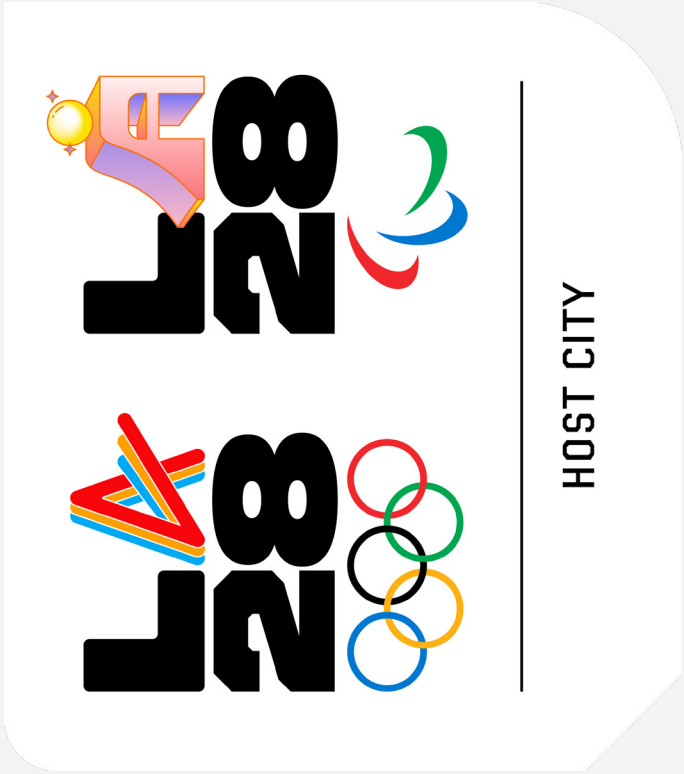
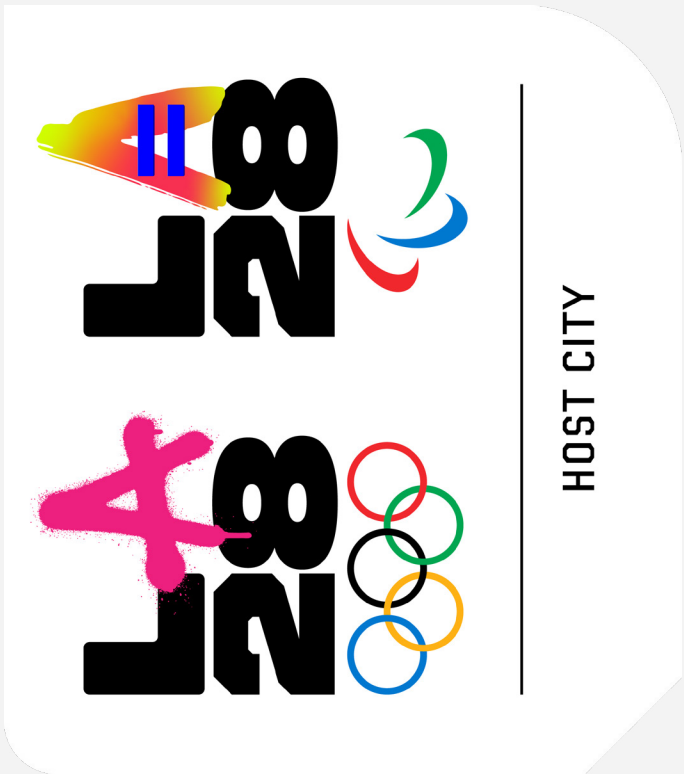
VARIATIONS

The contained shape, referred to as Badge, is designed to exaggerate the unique corners of each letter of the Emblem while providing an open space for the ‘A’s. In all cases, the enclosed shape should be either black or white.

The Host City has access to 4 Dual Emblem Badges in 2 colorways. The full color rings and Agitos are preferred but the mono white with black badge may be used for stylistic reasons.

NOTE: Additional ‘A’ options may be added at a future date.

DUAL EMBLEM BADGE WITH DESIGNATION TEXT
FULL COLOR OPTION



*RECOMMENDED VERSION FOR RAP [PLAYLA]

DUAL EMBLEM BADGE WITH DESIGNATION TEXT
MONO WHITE HOLDING FORM, FULL COLOR 'A' WITH BLACK BADGE OPTION



*RECOMMENDED VERSION FOR RAP [PLAYLA]

MONO DISPLAYS

Mono Dual Emblem Badges are applicable for embossing, debossing, engraving, etching or other processes where mono impressions are needed. However, the Dual Emblem Badge should not appear in gold or silver print or hot stamping. The Mono Dual Emblem Badges may only be used in the above scenarios, otherwise reference color options on page 13.

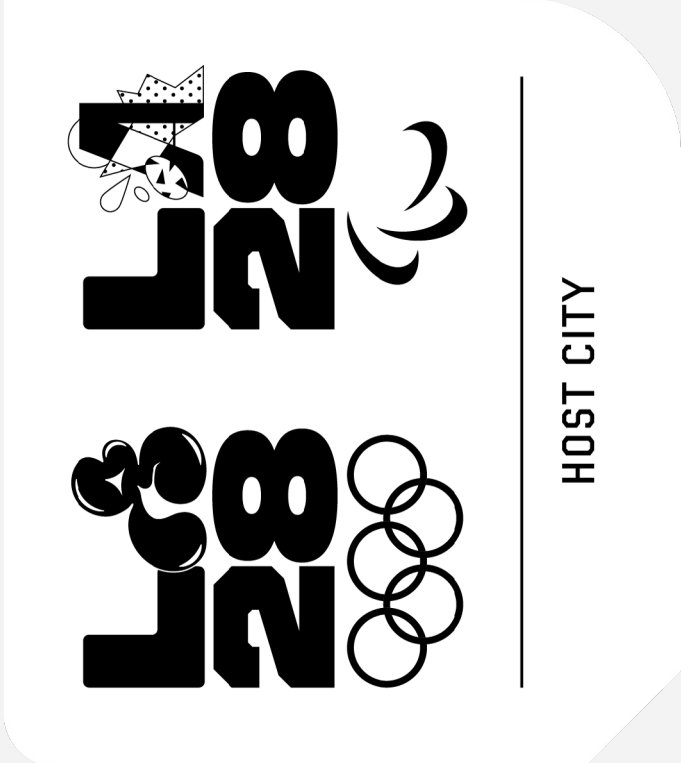
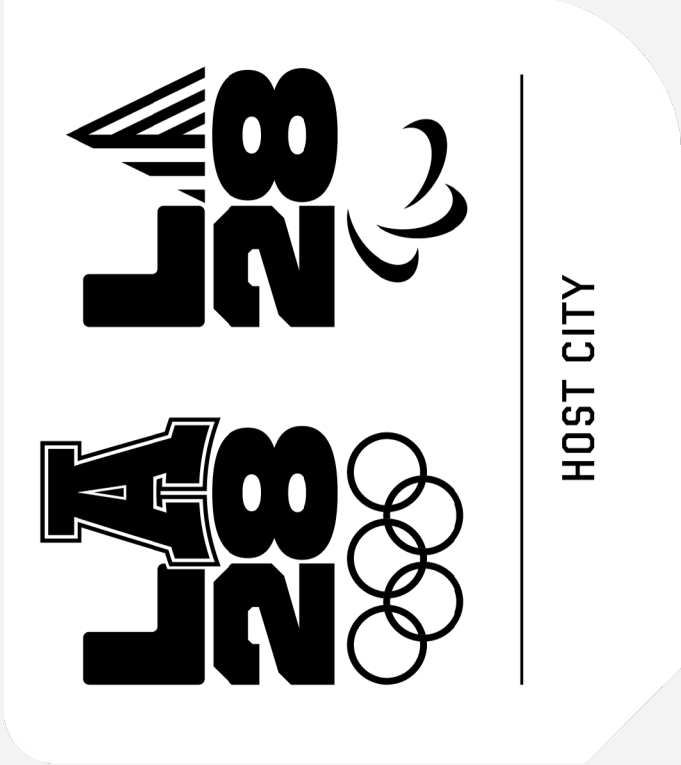
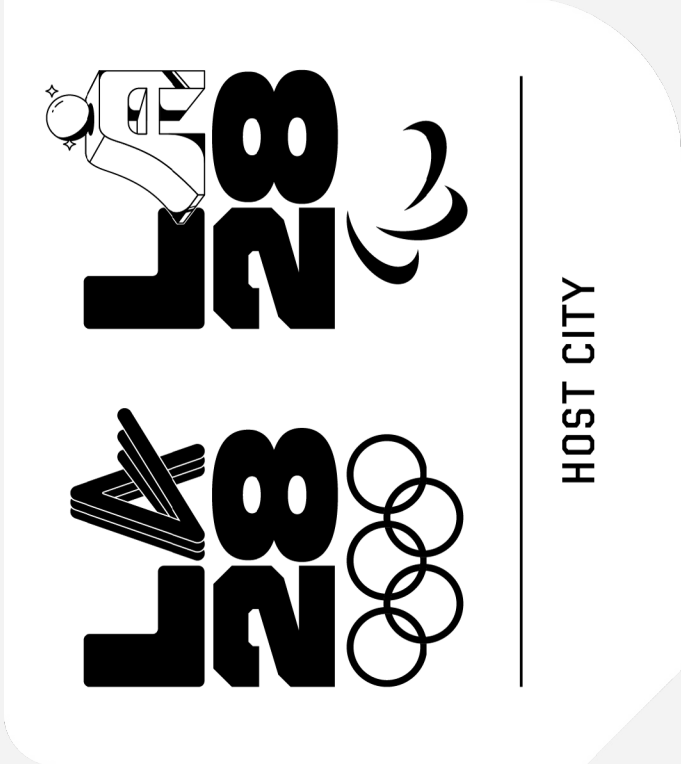
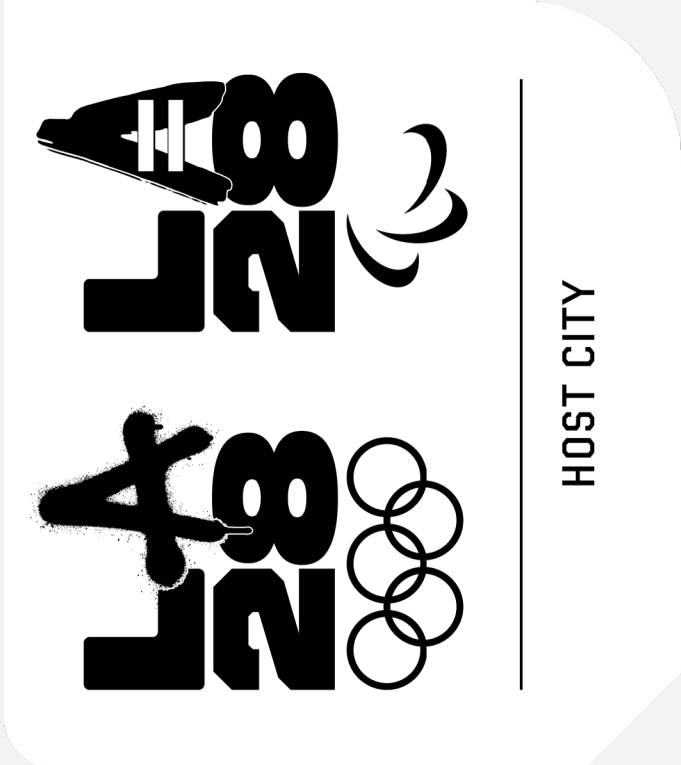
In embossing, debossing and stamping, the L28 must be monochrome but the ‘A’ can be in full color or monochrome.

APPLICATIONS:

Subject to the guidelines, the following applications are possible.

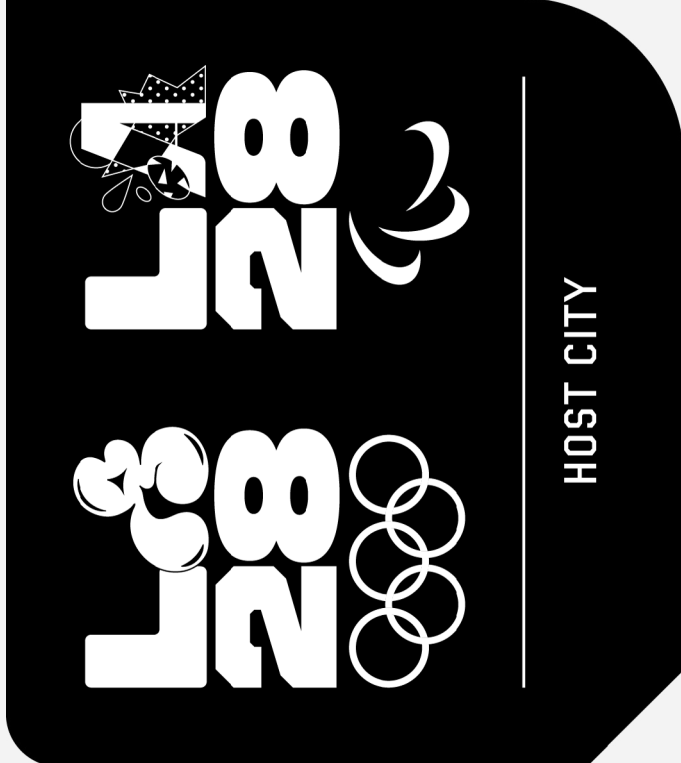
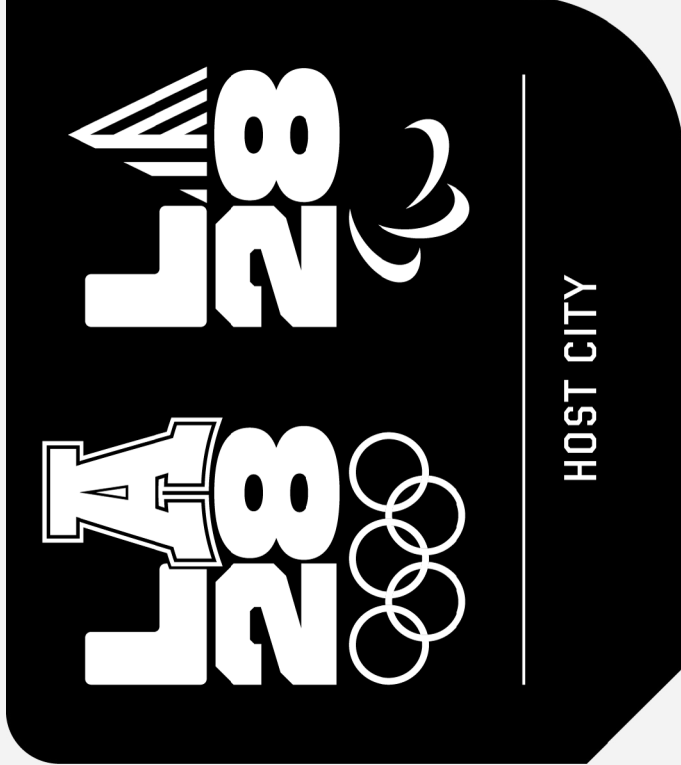
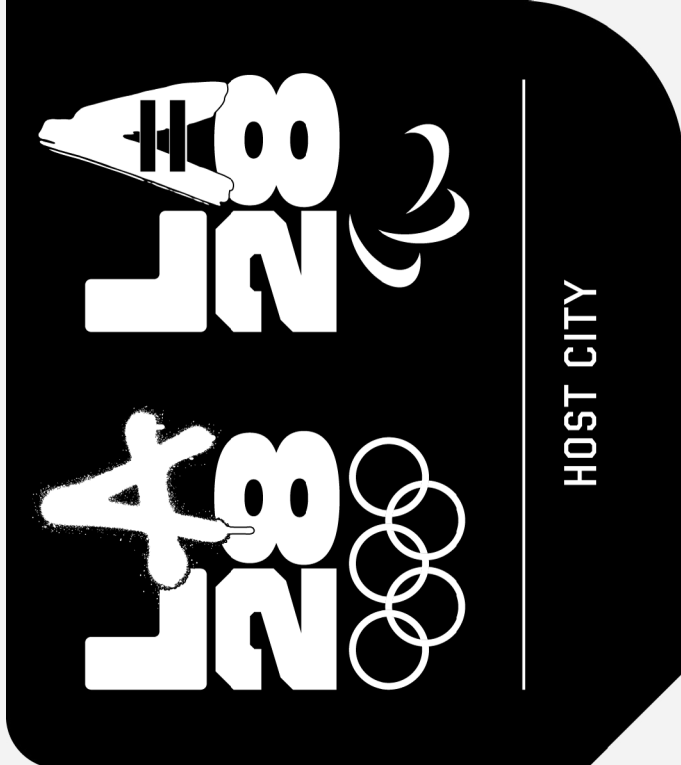
- The raised L28 and rings/Agitos Emblem should have a straight, 90-degree edge and not appear beveled or rounded.
- The ‘A’s may be beveled or rounded to best showcase the ‘A’ design.
- The embossed Emblem should all appear to be on the same plane.
- The integrity of the original material upon which the Emblem is embossed must be maintained.

DUAL EMBLEM BADGE WITH DESIGNATION TEXT
MONO BLACK WITH WHITE BADGE OPTION



*RECOMMENDED VERSION FOR RAP [PLAYLA]

DUAL EMBLEM BADGE WITH DESIGNATION TEXT
MONO WHITE WITH BLACK BADGE OPTION



*RECOMMENDED VERSION FOR RAP [PLAYLA]

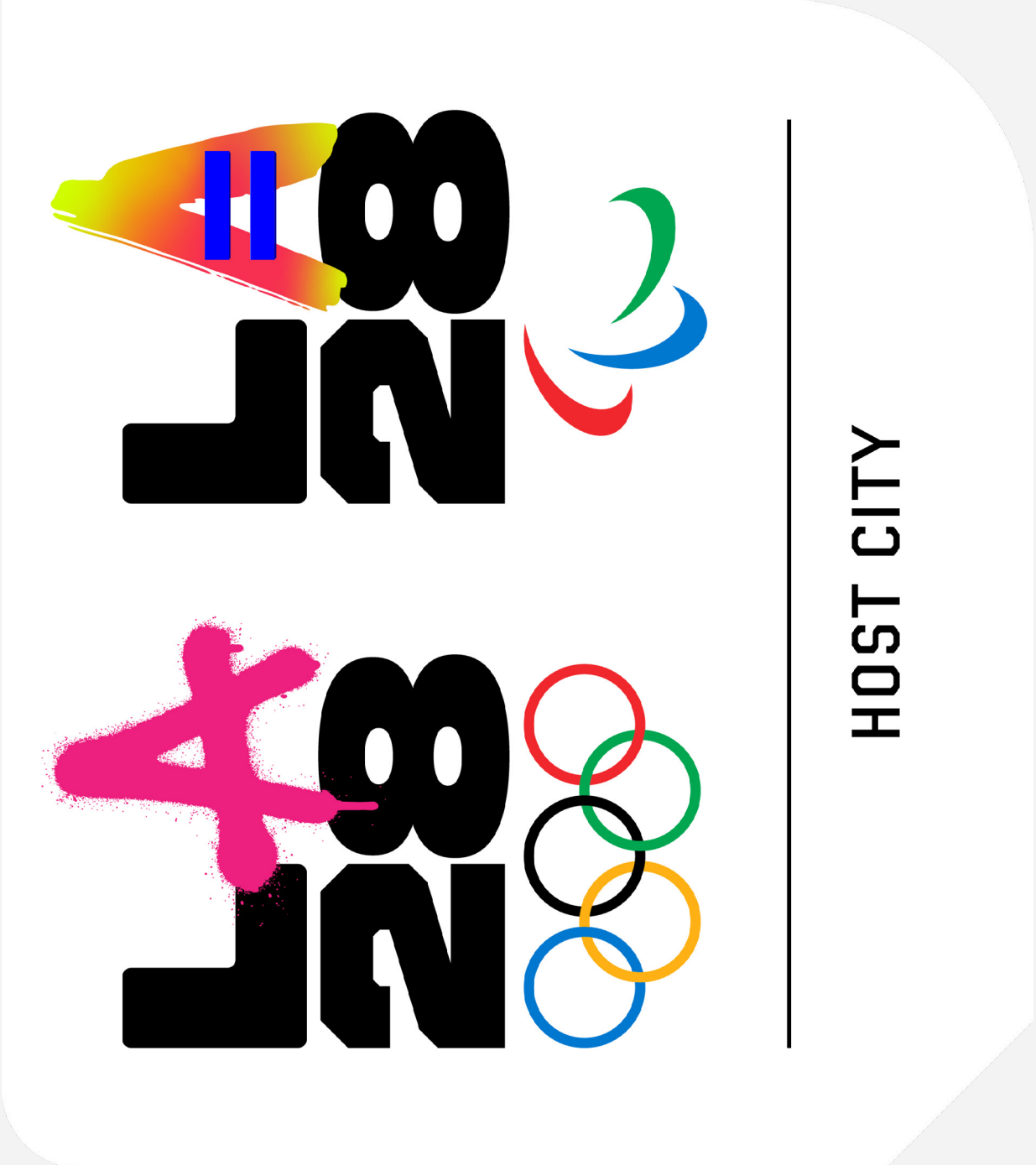
MOTION & DIGITAL

The LA28 brand is uniquely suited for digital applications. Each ‘A’ has a distinctive motion story. LA28 strongly encourages the use of motion Dual Emblem Badge’s in web, social and digital applications.

The Host City has access to 2 motion Dual Emblem Badges, one in each colorway. The full color rings and Agitos are preferred but the mono white with black badge may be used for stylistic reasons. The ‘A’s cycle through each ‘A’ shown on page 12.

NOTE: Additional ‘A’ options may be added at a future date.

MOTION DUAL EMBLEM BADGE WITH DESIGNATION TEXT
FULL COLOR OPTION



MOTION DUAL EMBLEM BADGE WITH DESIGNATION TEXT
MONO WHITE HOLDING FORM, FULL COLOR 'A' WITH BLACK BADGE OPTION



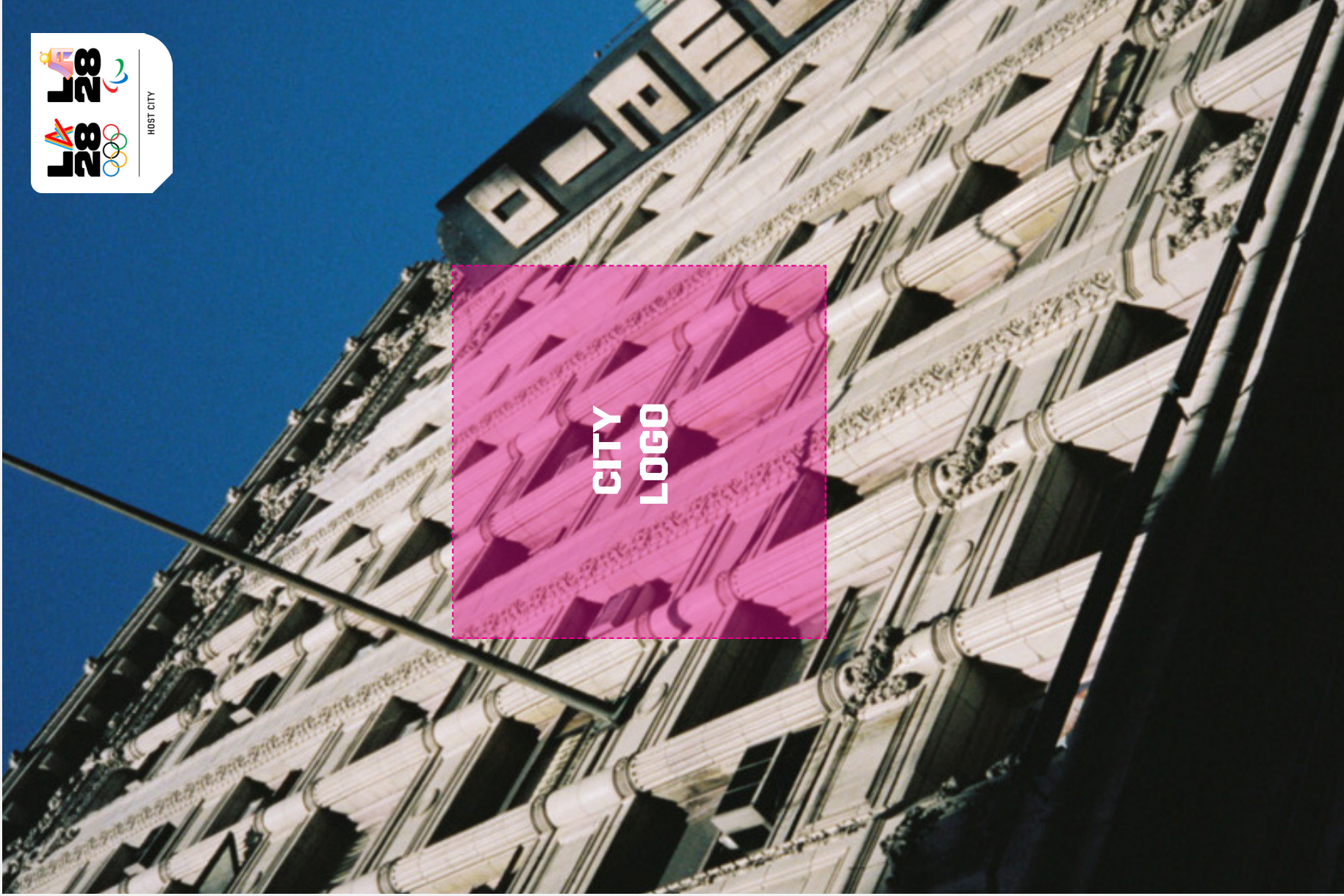
USAGE ON PHOTOS

The Badge enclosure shape protects the integrity of the LA28 IP while allowing placement on photographs, patterns and complicated background. The Dual Emblem must always be within the Badge enclosure shape.

No illustrations, photos or videos should be placed over the LA28 Dual Emblem Badge.



Dual Emblem Badge used on busy and complicated background with Host City logo in line of sight



Badge container shape cannot be removed from Emblem & Host City does not appear as content author



MIN AND MAX SIZE

To maintain legibility, the Dual Emblem Badge should not be placed at a size smaller than 39.5mm wide.

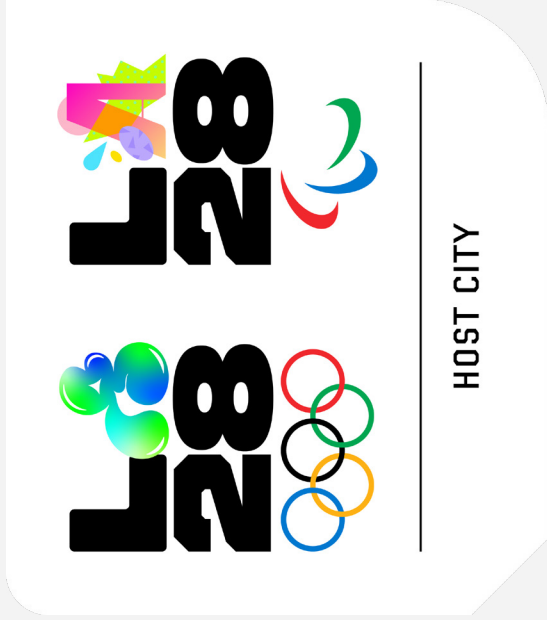
The maximum size the Dual Emblem Badge is dictated by the protected clearspace. The Dual Emblem Badge must always be in full view and not cropped.

Maintain clarity that the owner of the content is the Host City and not LA28 through size and placement ratio. The Dual Emblem should not be the most prominent design element to avoid confusion.

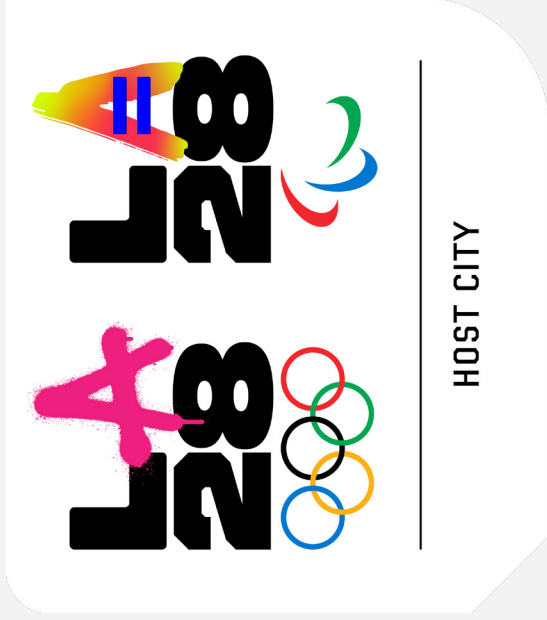
NOTE: Try to avoid applications requiring the minimum size – this is the limit of what is legible. Signage, newsprint, and other material applications may not tolerate reproduction at the minimum size – use your best judgment to ensure the Dual Emblem Badge is reproduced with accuracy and legibility.

MIN SIZE
39.5MM OR 90PX

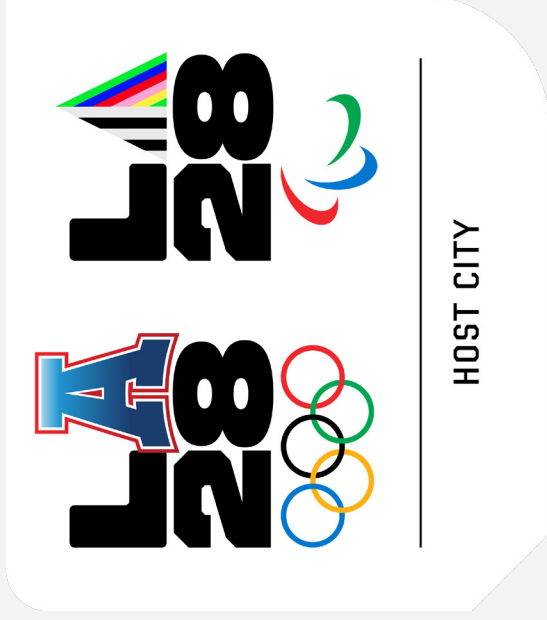




1. DO USE APPROVED
DUAL EMBLEM BADGES



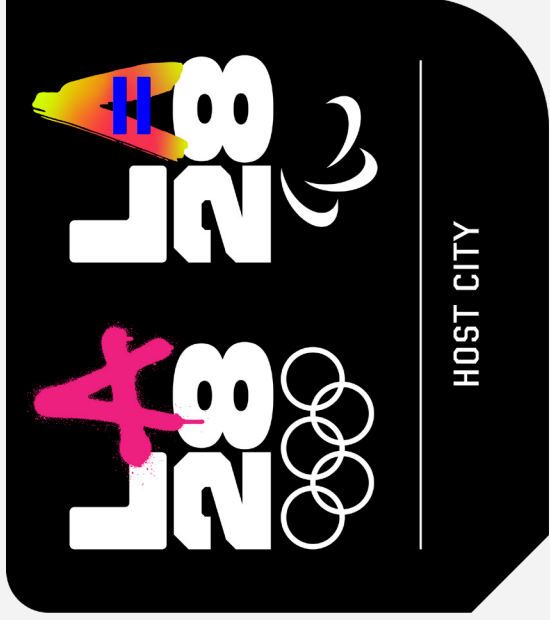
2. DO USE THE
APPROPRIATE 'A'S FOR
AUDIENCE & USE



3. DO USE THE FULL COLOR
DUAL EMBLEMS WHEN
POSSIBLE



4. DO USE MONO/BLACK
EMBLEM BADGE OPTION
FOR STYLISTIC REASONS

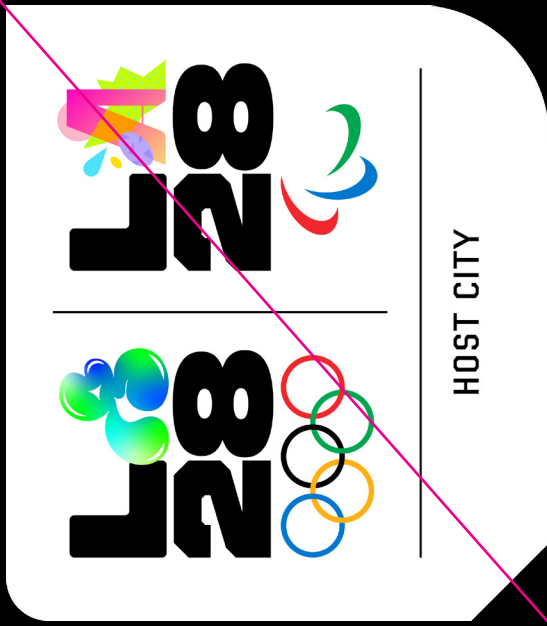


5. DO USE MONO/BLACK
BADGE OPTION WHEN
COLOR IS LIMITED



6. DO USE MONO/BLACK
EMBLEM BADGE OPTION TO
CONTRAST BACKGROUND

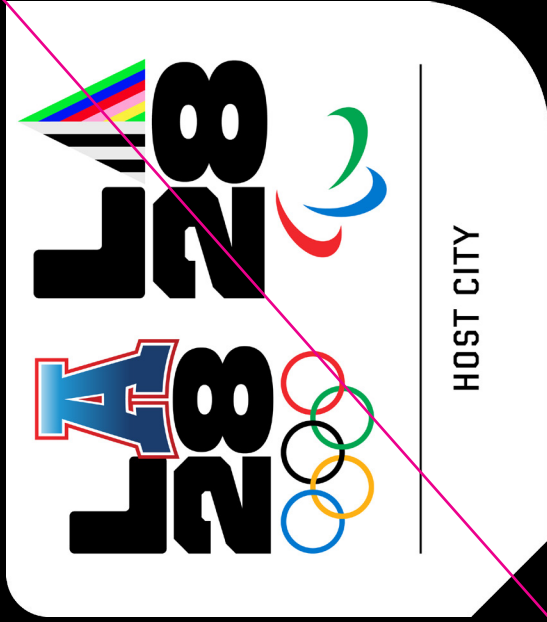
NOT THIS



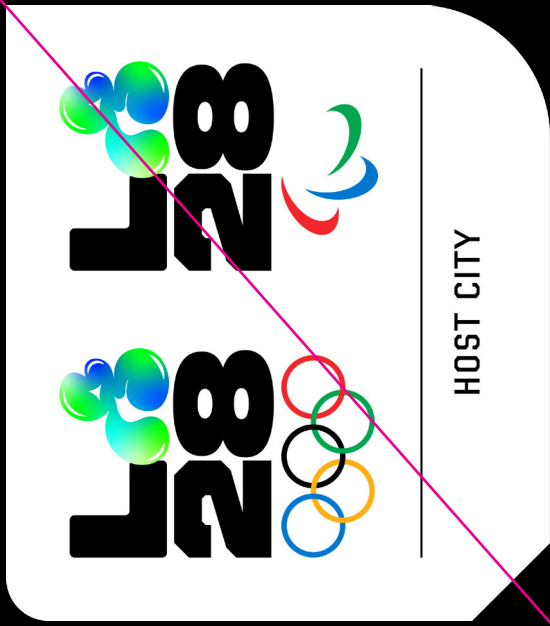
1. DO NOT ADD A
DIVISION LINE BETWEEN
EMBLEMS



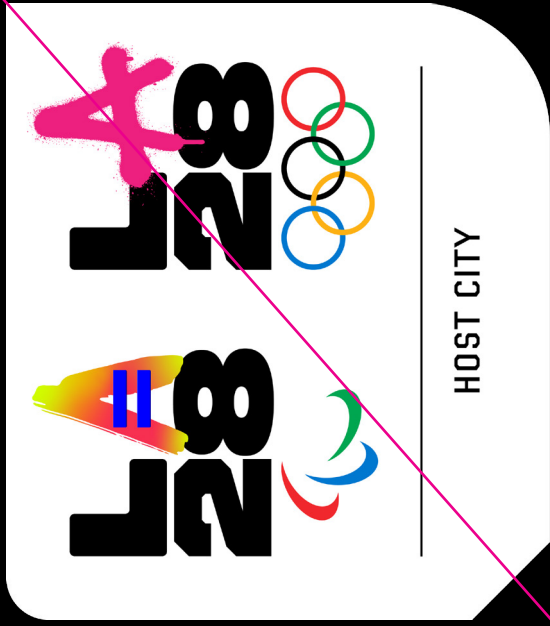
2. DO NOT ALTER THE
DISTANCE BETWEEN
EMBLEMS



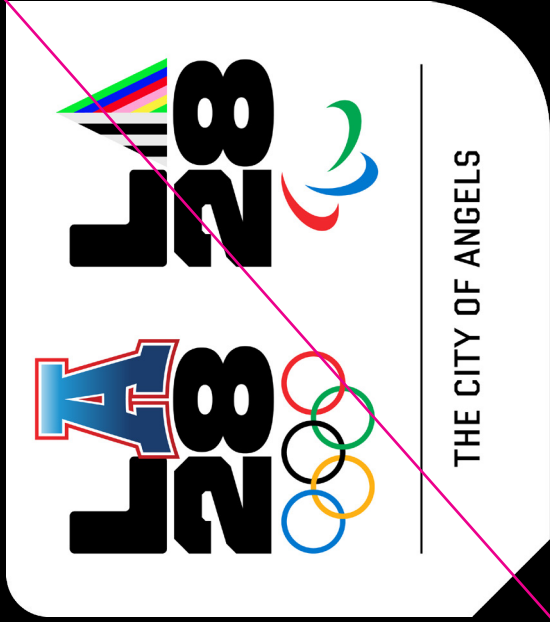
3. DO NOT ALTER THE SIZE OF
THE EMBLEMS



4. DO NOT USE THE SAME
'A' FOR BOTH OLYMPIC AND
PARALYMPIC EMBLEMS



5. DO NOT CHANGE THE
ORDER OF EMBLEMS



6. DO NOT USE UNAPPROVED
DESIGNATION TEXT

3.0 THE SECURITY

PROTECTION RIGHTS

PROTECTION RIGHTS

INTELLECTUAL PROPERTY

<p>The Olympic Games and the Paralympic Games are, respectively, the exclusive property of the IOC and the IPC. The Ted Stevens Olympic and Amateur Sports Act, a U.S. Federal law, establishes the USOPC as the National Olympic Committee and the National Paralympic Committee for the United States, and grants the USOPC extensive rights to control the use of Olympic and Paralympic Intellectual Property in the United States. In cooperation with the IOC, the IPC and the USOPC, and in order to finance the LA28 Olympic and Paralympic Games and the 2022, 2024, 2026 and 2028 U.S. Olympic and Paralympic Teams, LA28 and USOPP manage all Intellectual Property with respect to the LA28 Olympic and Paralympic Games as well as Team USA.</p>	<p>LA28’s provision of these LA28 Emblem Core Guidelines is for informational purposes only and does not grant any right to use any version of the LA28 Emblem or any other Olympic or Paralympic Intellectual Property. Any and all uses of the LA28 Emblem or any other LA28 Olympic and Paralympic Games and/or Team USA Intellectual Property requires a license from LA28 or USOPP, with each proposed use thereof requiring pre-submission to, and the approval of, LA28 or USOPP, respectively.</p>	<p>Each of LA28 and the USOPC is a not-for-profit corporation that does not receive Federal funding. Unauthorized commercial use of Olympic and Paralympic Intellectual Property in the United States violates Federal law and harms our ability to fund the LA28 Olympic and Paralympic Games, the United States Olympic and Paralympic Teams and programs that support and develop American Olympic and Paralympic Hopefuls. This extends to unauthorized use of Olympic and Paralympic Intellectual Property in any way that may reasonably be interpreted to imply endorsement, approval, sponsorship or any other commercial affiliation by or with the IOC, the IPC, LA28, USOPP or the USOPC, including the unauthorized use by charitable organizations for fundraising purposes.</p>	<p>LA28 reserves the right to modify the LA28 Emblem Core Guidelines at any time.</p>
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4.0 CONTRACT

CONTACT & APPROVALS

We thank you for taking the time to read this document carefully. Please note that usage guidelines are regularly updated, so be sure to check that you're using the latest version published by LA28.

All approvals and questions should be routed through your LA28 team representative.

Use it well!

The LA28 team

[LA28.org](https://la28.org)

Schedule III

City Licensed Property

