



Date: March 20, 2018

To: Honorable Mayor and Members of the City Council

From: Councilmember Jeannine Pearce, Second District *J.P.*
 Councilwoman Suzie Price, Third District *S.P.*
 Councilmember Roberto Uranga, Seventh District *R.U.*
 Vice Mayor Rex Richardson, Ninth District *R.R.*

Subject: **Support 35th Annual Long Beach Lesbian & Gay Pride**

RECOMMENDATION:

Recommendation for City Council to support the 35th Annual Long Beach Lesbian & Gay Pride Festival and Parade by examining ways to reduce city and staffing fees pertaining to the event, and report back to City Council within 30 days.

DISCUSSION

The 501c3 nonprofit, Long Beach Lesbian & Gay Pride, Inc. (LBLGP, Inc.), was established in October 1983 and produced the first annual Long Beach Lesbian & Gay Pride Festival & Parade in June of 1984. The organization is governed by an unpaid, professional volunteer Board of Directors. The Board of Directors felt that with such a large gay, lesbian, bisexual, and transgender population, there was a great need to increase awareness, promote pride, and a greater sense of self-worth within the community. Additionally, the Board felt it was important to facilitate greater cooperation, mutual respect and understanding between the LGBT community and those individuals residing in Long Beach.

Through the years, LBLGP, Inc. has overcome many milestones, starting with the funding to meet the City of Long Beach required fees to produce its first event. Yet, after producing only two events, LBLGP, Inc. started the tradition of giving back to the community by making outright grants to other non-profit organizations. Shortly after that, LBLGP, Inc. began donating funds to its volunteers' favorite charities. The amount of this contribution has been based on the number of hours' volunteers work at the parade and festival.

For more than three decades, LBLGP, Inc. has grown to become one of Long Beach's largest philanthropic organizations by granting over one million dollars back to the community since its inception. While the main project of Long Beach Lesbian & Gay

Pride, Inc. is the annual parade and festival, the organization operates year-round and sponsors other philanthropic projects.

Long Beach Lesbian & Gay Pride has become one of a kind in the nation, attracting people world-wide. Its attendees contribute an estimated \$12.3 million annually to Long Beach's economy and \$23.4 million to the regional economy. LBLGP, Inc. is a major contributing factor that has made the City of Long Beach one of the top gay friendly cities to live in America. It has also attracted thousands of new residents that have made Long Beach their permanent home.

Currently, city requirements placed on the annual festival has burdened the nonprofit organization and its efforts. In the past, the organization was able to fund 57 organizations yearly throughout Long Beach with the money generated from the festival and parade. In 2015, the number had decreased to 23 due to requirements and last year, the organizations board members had to make the difficult decision to temporarily freeze all grants to ensure that the event would be funded in 2018. Each year, the city fees have increased tremendously causing an impact on the event's budget.

Other cities, like West Hollywood, have taken action to fully support their annual LGBT event, LA PRIDE (CSW), thus making it one of the world's most attended Pride events, bringing millions of dollars into their local economy. Since West Hollywood's incorporation in 1984, the city has been a leading sponsor and partner in LA PRIDE by graciously waiving permit fees, providing West Hollywood Park and surrounding streets for the festival and parade, as well as, paying for the LA County Sheriff's' presence on the day of the parade. In return, the City of West Hollywood has become an international tourist destination and is promoted globally as an LGBT Mecca and LA PRIDE, one of the largest Pride celebrations in the world, as a unique and highly sought-after cultural event.

To move beyond the current status quo and to continue to generate funds for the local economy while supporting nonprofit organizations, it is requested that the City of Long Beach become a partner with LBLGP, Inc. by supporting the annual Long Beach Lesbian & Gay Pride event by examining how the city fees (Attachment A) can be reduced to relieve the burden imposed on the organization.

By supporting this item, the City of Long Beach ensures that they maintain their momentum as a world-class city that openly supports diversity and inclusiveness in the community. It is also a testament to the residents and businesses of Long Beach that the economic impact of their city continues to grow.

FISCAL IMPACT

No fiscal impact.

SUGGESTED ACTION

Approve recommendation.

11:37 AM

03/02/18

Accrual Basis

LBLGP, INC.
2014 Event Profit & Loss Detail
October 2013 through March 2015

Table with columns: Type, Date, Num, Name, Memo, Class, Clr, Split, Amount, Balance. Rows include Ordinary Income/Expense, Revenue (Laugh Til You Tinkle, Tickets - Online Sales), Merchandise, Booth & Vendors, Parade, and Corporate Donations.

LBLGP, INC.
2014 Event Profit & Loss Detail
 October 2013 through March 2015

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
065 - Beverage Ticket Sales									
Deposit	05/18/2014		Beverage	Bverage Ticket sales - Fiesta ...	2014-Event:32-Beverage		2014 Day of ...	88,025.55	88,025.55
Deposit	05/18/2014		Beverage	Bverage Tikel Sales - Pine	2014-Event:32-Beverage		2014 Day of ...	84,879.55	152,705.10
Deposit	05/18/2014		Beverage	Bverage Ticket Sales - FFZ	2014-Event:32-Beverage		2014 Day of ...	67,898.12	210,604.22
Deposit	05/18/2014		Beverage	Bverage Ticket Sales - Country	2014-Event:32-Beverage		2014 Day of ...	60,319.10	260,923.32
Deposit	05/18/2014		Beverage	Bverage Ticket Sales - Dance	2014-Event:32-Beverage		2014 Day of ...	143,631.00	404,554.32
Deposit	05/18/2014		Beverage	Bverage Ticket Sales - Main ...	2014-Event:32-Beverage		2014 Day of ...	40,768.00	445,322.32
Deposit	05/18/2014		Beverage	Bverage Ticket Sales - Urban...	2014-Event:32-Beverage		2014 Day of ...	108,843.55	554,165.87
Deposit	05/18/2014		Beverage	Bverage Ticket Sales - Urban...	2014-Event:32-Beverage		2014 Day of ...	100.00	554,265.87
General Journal	05/31/2014	Accrued		Unused beverage tickets refun...	2014-Event:39-Ticket Sales		Accrued Exp...	-34.00	554,231.87
General Journal	05/31/2014	Accrued		Unused beverage tickets refun...	2014-Event:32-Beverage		Accrued Exp...	-13.00	554,218.87
Total 065 - Beverage Ticket Sales								554,218.87	554,218.87
Total Income								1,487,847.08	1,487,847.08
Gross Profit								1,487,847.08	1,487,847.08
Expense									
110 - Advertising									
Website Expense									
Bill	08/07/2014		Belmont Productions	Inv 6153	2014-Event:16-Publicity		2000 - Acco...	720.00	720.00
Bill	08/09/2014		Belmont Productions	Web site maintenance	2014-Event:16-Publicity		2000 - Acco...	360.00	1,080.00
Total Website Expense								1,080.00	1,080.00
110 - Advertising - Other									
Bill	03/09/2014		Michael Lomberg	2014 Artwork	2014-Event:16-Publicity		2000 - Acco...	250.00	250.00
Bill	04/12/2014	86553	Frontiers Media	Ads in Frontiers Magazine - A...	2014-Event:16-Publicity		2000 - Acco...	1,810.00	2,060.00
Bill	04/12/2014	Long 1015	Adelante Magazine	Adpri/ Ad	2014-Event:16-Publicity		2000 - Acco...	535.00	2,595.00
Bill	04/29/2014		Bent Share Entertainment LLC	Full Page Ad - Gay Entertainm...	2014-Event:16-Publicity		2000 - Acco...	0.00	2,595.00
Bill	04/29/2014		Random Lengths News	4 ads in Long Beach Post	2014-Event:16-Publicity		2000 - Acco...	950.00	3,545.00
Bill	04/28/2014		Long Beach Post	Full page ad, Echo Magazine	2014-Event:16-Publicity		2000 - Acco...	1,300.00	4,845.00
Bill	04/28/2014		Acq Publishing, Inc.	Ad in Gloss Magazine	2014-Event:16-Publicity		2000 - Acco...	954.75	5,799.75
Bill	05/05/2014		Club Papi	Ads for May 2014	2014-Event:16-Publicity		2000 - Acco...	300.00	6,099.75
Bill	05/05/2014		Adelante Magazine	Ads for April and May 2014	2014-Event:16-Publicity		2000 - Acco...	1,000.00	7,099.75
Bill	05/05/2014		LA Weekly	Advertising April and May 2014	2014-Event:16-Publicity		2000 - Acco...	2,000.00	9,099.75
Bill	05/06/2014		LN Publishing, Inc.	April and May Ads for Pride	2014-Event:16-Publicity		2000 - Acco...	2,200.00	11,299.75
Bill	05/10/2014		The Rage Monthly	May ad for Pride	2014-Event:16-Publicity		2000 - Acco...	2,800.00	14,099.75
Bill	05/10/2014		Random Lengths News	May double page Ad	2014-Event:16-Publicity		2000 - Acco...	950.00	15,049.75
Bill	05/10/2014		Frontiers NewsMagazine-SF	Advertising - GED Magazine	2014-Event:16-Publicity		2000 - Acco...	3,620.00	18,669.75
Bill	05/10/2014		First Bankcard - B Crow	Advertising in The Best LA	2014-Event:16-Publicity		2000 - Acco...	600.00	19,269.75
Bill	05/31/2014		The Best Cities.	Entertainer Booklets	2014-Event:35-1-Main Stage		2000 - Acco...	1,450.00	20,719.75
Bill	06/07/2014		First Bankcard - B Holmes	Ad layout for multiple magazin...	2014-Event:16-Publicity		2000 - Acco...	1,300.00	22,019.75
Bill	07/09/2014		Belmont Productions	LB Convention Center & Visito...	2014-Event:16-Publicity		2000 - Acco...	1,350.00	23,369.75
Bill	11/28/2014		Long Beach Press Telegram				2000 - Acco...	2,100.00	25,469.75
Total 110 - Advertising - Other								25,449.75	25,449.75
Total 110 - Advertising								26,529.75	26,529.75
114 - Auto expense									
Bill	05/31/2014		American Express Corp	Fuel for rented vehicles	2014-Event:35-1-Main Stage		2000 - Acco...	100.00	100.00
Bill	05/31/2014		American Express Corp	Fuel for rented vehicles	2014-Event:35-1-Main Stage		2000 - Acco...	421.49	521.49
Total 114 - Auto expense								521.49	521.49
120 - Awards									
Bill	05/31/2014		Trophies, Inc.	Parade Grand Marshal Award ...	2014-Event:42-Parade		2000 - Acco...	359.70	359.70
Total 120 - Awards								359.70	359.70
130 - Beer/Wine									
Bill	06/07/2014		LeVecke Corporallon	Wine for Margaritas	2014-Event:32-Beverage		2000 - Acco...	13,632.00	13,632.00
Bill	06/07/2014		Anheuser-Busch, Inc.	Bear purchase final payment	2014-Event:32-Beverage		2000 - Acco...	43,090.13	56,722.13
Bill	06/30/2014		Jason Reitz	Cost of beverage sales by Mar...	2014-Event:32-Beverage		2000 - Acco...	66,360.68	123,102.81
Total 130 - Beer/Wine								123,102.81	123,102.81
138 - Car Rental									
Bill	05/31/2014		American Express Corp	Entertainer transport	2014-Event:35-1-Main Stage		2000 - Acco...	791.55	791.55
Bill	05/31/2014		American Express Corp	Entertainer transport	2014-Event:35-1-Main Stage		2000 - Acco...	665.24	1,456.79
Bill	05/31/2014		American Express Corp	Parade auto rental	2014-Event:42-Parade		2000 - Acco...	284.60	1,741.45
Bill	05/31/2014		American Express Corp	Entertainer transport	2014-Event:35-1-Main Stage		2000 - Acco...	665.24	2,406.69
Bill	05/31/2014		American Express Corp	Entertainer transport	2014-Event:35-1-Main Stage		2000 - Acco...	665.24	3,071.93
Total 138 - Car Rental								3,071.93	3,071.93
170 - City/State Fees									
Bill	02/11/2014		California Coastal Commission	Charitable Solicitation Permit ...	2014-Event:34-Festival Set Up		2000 - Acco...	269.00	269.00
Bill	04/06/2014		Long Beach Police Department	Pole/Banner permit	2014-Event:34-Festival Set Up		2000 - Acco...	43.00	312.00
Bill	04/26/2014		City of Long Beach - Permits and Licenses	Pole Banner Permit refundabl...	2014-Event:42-Parade		2000 - Acco...	0.00	312.00
Bill	04/26/2014		City of Long Beach - Permits and Licenses	Festival Charges-City Services	2014-Event:34-Festival Set Up		2000 - Acco...	500.00	812.00
Bill	07/12/2014		City of Long Beach - Special Events	Police and Fire Safety	2014-Event:37-Security		2000 - Acco...	64,009.13	64,821.13
Bill	07/12/2014		City of Long Beach - Special Events				2000 - Acco...	74,314.55	139,135.68
Total 170 - City/State Fees								139,135.68	139,135.68
175 - City Permits									
Bill	02/11/2014		City of Long Beach - Special Events	Initial city permit	2014-Event:34-Festival Set Up		2000 - Acco...	400.00	400.00
Bill	04/12/2014		City of Long Beach - Health & Human Serv	Health Department Permits	2014-Event:32-Beverage		2000 - Acco...	668.40	1,068.40
Bill	05/10/2014		Mike Iacono	ABC Permit	2014-Event:32-Beverage		2000 - Acco...	355.00	1,421.40
Total 175 - City Permits								1,421.40	1,421.40
213 - Grants Volunteer Service									
Bill	04/26/2014		Long Beach AIDS Foundation	LB Aids Foundation - Donation...	2014-Event:17-Pride Week		2000 - Acco...	250.00	250.00
Bill	04/26/2014		Friends of Long Beach Animals	Sponsored Event - Animal ado...	2014-Event:17-Pride Week		2000 - Acco...	400.00	650.00
Total 213 - Grants Volunteer Service								650.00	650.00
215 - Electricity - Festival									
Bill	06/07/2014		Mike Iacono	Generator fuel	2014-Event:34-Festival Set Up		2000 - Acco...	40.00	40.00
Bill	06/07/2014		Mike Iacono	Generator fuel	2014-Event:34-Festival Set Up		2000 - Acco...	40.00	80.00
Bill	06/07/2014		Mike Iacono	Oil for generator	2014-Event:34-Festival Set Up		2000 - Acco...	10.44	90.44
Bill	06/07/2014		Mike Iacono	Generator fuel	2014-Event:34-Festival Set Up		2000 - Acco...	45.05	135.49
Bill	06/22/2014		Aggreko LLC	Event Power and Electrical	2014-Event:34-Festival Set Up		2000 - Acco...	56,028.87	56,162.36
Bill	07/19/2014		Aggreko LLC	Event Electrical-Sales Tax	2014-Event:34-Festival Set Up		2000 - Acco...	2,737.37	58,899.73
Total 215 - Electricity - Festival								58,899.73	58,899.73

LBLGP, INC.
2014 Event Profit & Loss Detail
October 2013 through March 2015

Table with columns: Type, Date, Num, Name, Memo, Class, Clr, Split, Amount, Balance. Contains detailed financial data for 220 entertainers from 03/11/2014 to 05/11/2014.

LBLGP, INC.
2014 Event Profit & Loss Detail
October 2013 through March 2015

Table with columns: Type, Date, Num, Name, Memo, Class, Clr, Split, Amount, Balance. Rows include various event expenses such as entertainers, equipment rental, fence rental, festival food, and hotel accommodation, categorized by date and amount.

11:37 AM

03/02/16

Accrual Basis

LBLGP, INC.
2014 Event Profit & Loss Detail
 October 2013 through March 2015

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
320 - Labor Expense									
320.03 - Salaries & wages									
General Journal	06/21/2014	201406D		Bonus	2014-Event:33-Booth & Vendors		320.03 - Sal...	300.00	300.00
Total 320.03 - Salaries & wages								300.00	300.00
320 - Labor Expense - Other									
Bill	06/22/2014		Jess Greenwood	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	50.00	50.00
Bill	06/22/2014		Ty McIntire	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	50.00	100.00
Bill	06/22/2014		Jimmy Granger	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	100.00	200.00
Bill	06/22/2014		Tanya Winterton	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	200.00	400.00
Bill	06/22/2014		Luetta Harris	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	100.00	500.00
Bill	06/22/2014		Andres D. Ceja	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	50.00	550.00
Bill	06/22/2014		Keonla Hennessy	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	50.00	600.00
Bill	06/22/2014		Kyla Wilkenfeld	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	100.00	700.00
Bill	06/22/2014		Bob Loparo	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	250.00	950.00
Bill	06/22/2014		Maria Coronado	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	50.00	1,000.00
Bill	06/22/2014		Gilberto Partida	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	75.00	1,075.00
Bill	06/22/2014		Antony Diaz	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	50.00	1,125.00
Bill	06/22/2014		Richard Kam	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	125.00	1,250.00
Bill	06/22/2014		Samantha Rich	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	300.00	1,550.00
Bill	06/22/2014		Nakia Atwine	Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	50.00	1,600.00
Bill	06/15/2014			Interpreter Services	2014-Event:45-Special Needs		2000 - Acco...	100.00	1,700.00
Total 320 - Labor Expense - Other								1,700.00	1,700.00
Total 320 - Labor Expense								2,000.00	2,000.00
325 - Licenses									
Bill	05/05/2014		ASCAP	License fees	2014-Event:35-1-Main Stage		2000 - Acco...	300.00	300.00
Total 325 - Licenses								300.00	300.00
329 - Consultant Fees									
Bill	01/19/2014		Mike Iacono		2014-Event:32-Beverage		2000 - Acco...	5,241.66	5,241.66
Bill	02/22/2014		Mike Iacono		2014-Event:34-Festival Set Up		2000 - Acco...	5,241.68	10,483.34
Bill	03/09/2014		Align Productions		2014-Event:42-Parade		2000 - Acco...	3,900.00	14,383.34
Bill	03/22/2014		Mike Iacono	Consultant Fees	2014-Event:34-Festival Set Up		2000 - Acco...	4,893.32	19,276.66
Bill	03/22/2014		Mike Iacono	Consultant Fees	2014-Event:32-Beverage		2000 - Acco...	358.34	19,635.00
Bill	03/23/2014		Mike Iacono	Payment # 4	2014-Event:34-Festival Set Up		2000 - Acco...	5,241.68	24,876.68
Bill	04/12/2014		Mike Iacono	Consultants Fees - April - Fes...	2014-Event:34-Festival Set Up		2000 - Acco...	5,241.66	30,118.34
Bill	05/05/2014		Align Productions	Parade Production Consultant ...	2014-Event:42-Parade		2000 - Acco...	5,000.00	35,118.34
Bill	05/31/2014		Mike Iacono	Consultant Fees	2014-Event:32-Beverage		2000 - Acco...	5,241.70	39,460.02
Total 329 - Consultant Fees								39,460.02	39,460.02
333 - Medical Services									
Bill	07/08/2014		Schaefer Ambulance Service Inc	On Site medical services	2014-Event:34-Festival Set Up		2000 - Acco...	6,198.00	6,198.00
Total 333 - Medical Services								6,198.00	6,198.00
340 - Motor Homes									
Bill	05/31/2014		American Express Corp	Entertainer dressing rooms	2014-Event:34-Festival Set Up		2000 - Acco...	523.08	523.08
Bill	05/31/2014		American Express Corp	Entertainer dressing rooms	2014-Event:34-Festival Set Up		2000 - Acco...	523.08	1,046.16
Bill	05/31/2014		American Express Corp	Entertainer dressing rooms	2014-Event:34-Festival Set Up		2000 - Acco...	523.08	1,569.24
Bill	05/31/2014		American Express Corp	Dressing room rental - Refund	2014-Event:34-Festival Set Up		2000 - Acco...	-1,351.24	218.00
Bill	08/22/2014		Hollywood Honeywagon	Motorhomes for entertainers	2014-Event:34-Festival Set Up		2000 - Acco...	5,169.00	5,387.00
Total 340 - Motor Homes								5,368.00	5,368.00
370 - Park Map Expense									
Bill	05/10/2014		Mike Iacono	Site maps - Kinkos	2014-Event:34-Festival Set Up		2000 - Acco...	36.28	36.28
Bill	05/10/2014		Mike Iacono	Site Maps - Kinkos	2014-Event:34-Festival Set Up		2000 - Acco...	6.96	43.24
Bill	05/10/2014		Mike Iacono	Site maps - Kinkos	2014-Event:34-Festival Set Up		2000 - Acco...	28.09	71.31
Bill	05/10/2014		Mike Iacono	Site maps - Kinkos	2014-Event:34-Festival Set Up		2000 - Acco...	9.81	81.12
Bill	06/07/2014		Mike Iacono	Site maps	2014-Event:34-Festival Set Up		2000 - Acco...	122.63	203.75
Bill	06/07/2014		Mike Iacono	Site maps	2014-Event:34-Festival Set Up		2000 - Acco...	36.26	240.01
Total 370 - Park Map Expense								240.01	240.01
380 - Photography									
Bill	05/10/2014		Edmund Group	Photography at Parade and Fe...	2014-Event:15-Program		2000 - Acco...	500.00	500.00
Bill	05/10/2014		Edmund Group	Photography for Sponsorship ...	2014-Event:16-Publicity		2000 - Acco...	1,500.00	2,000.00
Bill	11/02/2014		Edmund Group	Photography at Parade and Fe...	2014-Event:16-Publicity		2000 - Acco...	1,000.00	3,000.00
Bill	03/11/2015	125	Edmund Group	Headshots & extra day photo s...	2014-Event:15-Program		2000 - Acco...	800.00	3,800.00
Total 380 - Photography								3,800.00	3,800.00
395 - Postage									
Bill	07/12/2014		Fed Ex (not for kinkos fedex)	Delivery Charges	2014-Event:42-Parade		2000 - Acco...	54.86	54.86
Total 395 - Postage								54.86	54.86
400 - General Merchandise									
Bill	04/12/2014		A Day's Work	Resale Merchandise - 2014 - ...	2014-Event:36-Merchandise		2000 - Acco...	2,431.50	2,431.50
Bill	04/20/2014		A Day's Work		2014-Event:36-Merchandise		2000 - Acco...	2,431.20	4,862.70
Total 400 - General Merchandise								4,862.70	4,862.70
460 - T-Shirt - Merchandise									
Bill	05/10/2014		A Day's Work	Addl merchandise purchase	2014-Event:36-Merchandise		2000 - Acco...	602.70	602.70
Total 460 - T-Shirt - Merchandise								602.70	602.70
470 - T-Shirt - Volunteer									
Bill	04/08/2014		A Day's Work	Volunteer T Shirts	2014-Event:43-Volunteers		2000 - Acco...	6,781.70	6,781.70
Bill	05/05/2014		A Day's Work	T shirts for security volunteers	2014-Event:37-Security		2000 - Acco...	225.63	7,007.33
Bill	05/05/2014		A Day's Work	T shirts for Special Needs Vol...	2014-Event:45-Special Needs		2000 - Acco...	374.95	7,382.28
Bill	05/05/2014		A Day's Work	Volunteer T Shirts - Parade	2014-Event:42-Parade		2000 - Acco...	558.08	7,940.36
Total 470 - T-Shirt - Volunteer								7,940.36	7,940.36
505 - Printing									
Bill	02/11/2014		RD Printing & Design Studio	Publity post cards - Call for en...	2014-Event:16-Publicity		2000 - Acco...	103.33	103.33
Total 505 - Printing								103.33	103.33
520 - Radios (Festival)									
Bill	05/10/2014		Commitee Inc	Radios for Security	2014-Event:37-Security		2000 - Acco...	1,193.75	1,193.75
Total 520 - Radios (Festival)								1,193.75	1,193.75

LBLGP, INC.
2014 Event Profit & Loss Detail
October 2013 through March 2015

Type	Date	Num	Name	Memo	Class	Clr	Spill	Amount	Balance
530 - Refreshments									
Bill	02/11/2014		First Bankcard - L Slaughter	B & V member meeting refresh...	2014-Event:33-Booth & Vendors		2000 - Acco...	33.22	33.22
Bill	03/09/2014		First Bankcard - B Crow	Member meeting refreshments	2014-Event:35-1-Main Stage		2000 - Acco...	47.75	89.97
Bill	05/05/2014		American Express Corp	Parade Committee meeting lu...	2014-Event:42-Parade		2000 - Acco...	54.20	135.17
Bill	05/10/2014		First Bankcard - B Crow	Lunch for Beacon House volu...	2014-Event:34-Festival Set Up		2000 - Acco...	48.55	181.72
Bill	05/31/2014		LBLGP Member - Bonnie Zimmerman	Ticket booth volunteers refres...	2014-Event:38-Ticket Sales		2000 - Acco...	469.01	590.73
Bill	05/31/2014		American Express Corp	Refreshments for entertainers	2014-Event:35-1-Main Stage		2000 - Acco...	1,012.64	1,603.37
Bill	05/31/2014		American Express Corp	Refreshments for entertainers	2014-Event:35-1-Main Stage		2000 - Acco...	2,228.15	2,228.15
Bill	05/31/2014		American Express Corp	Catering for volunteers (Tear ...	2014-Event:34-Festival Set Up		2000 - Acco...	236.46	2,464.61
Bill	05/31/2014		American Express Corp	Refreshments for Entertainers	2014-Event:35-5-Dance		2000 - Acco...	302.23	2,766.84
Bill	05/31/2014		American Express Corp	Refreshments for Entertainers	2014-Event:35-2-Spotlight Stage		2000 - Acco...	292.70	3,059.54
Bill	05/31/2014		American Express Corp	Refreshments for Entertainers	2014-Event:35-3-Urban Soul		2000 - Acco...	217.29	3,276.83
Bill	05/31/2014		American Express Corp	Refreshments for Entertainers	2014-Event:35-6-Fiesta Caliente		2000 - Acco...	437.51	3,714.34
Bill	05/31/2014		American Express Corp	Refreshments for Entertainers	2014-Event:35-8-Fiesta Caliente		2000 - Acco...	15.49	3,729.83
Bill	05/31/2014		American Express Corp	Refreshments for Entertainers	2014-Event:35-6-Fiesta Caliente		2000 - Acco...	31.50	3,761.33
Bill	05/31/2014		American Express Corp	Refreshments for Entertainers	2014-Event:35-1-Main Stage		2000 - Acco...	22.30	3,783.63
Bill	05/31/2014		American Express Corp	Refreshments for Entertainers	2014-Event:35-1-Main Stage		2000 - Acco...	220.08	4,003.71
Bill	05/31/2014		American Express Corp	Refreshments for Entertainers	2014-Event:35-1-Main Stage		2000 - Acco...	77.31	4,081.02
Bill	05/31/2014		American Express Corp	Refreshments for Entertainers	2014-Event:35-4-Country		2000 - Acco...	204.78	4,285.80
Bill	05/31/2014		American Express Corp	Refreshments for Entertainers	2014-Event:35-4-Country		2000 - Acco...	123.64	4,409.44
Bill	06/07/2014		First Bankcard - L Slaughter	B & V Committee meetings ref...	2014-Event:33-Booth & Vendors		2000 - Acco...	101.05	4,510.49
Total 530 - Refreshments								4,510.49	4,510.49
550 - Security Guard Service									
Bill	05/10/2014		Picore International	Security service 40% deposit	2014-Event:37-Security		2000 - Acco...	25,679.00	25,679.00
Bill	05/24/2014		Picore International	Event security - 2nd payment ...	2014-Event:37-Security		2000 - Acco...	38,199.00	64,198.00
Bill	05/31/2014		Picore International	Security service for wristband...	2014-Event:32-Beverage		2000 - Acco...	5,199.50	69,397.50
Bill	06/15/2014		Picore International	Security services	2014-Event:37-Security		2000 - Acco...	3,728.02	73,125.52
Total 550 - Security Guard Service								73,125.52	73,125.52
555 - Signs/Banners									
Bill	05/31/2014		American Express Corp	Parade banners	2014-Event:42-Parade		2000 - Acco...	207.10	207.10
Total 555 - Signs/Banners								207.10	207.10
558 - Sales Tax									
Bill	06/15/2014		State Board Of Equalization	Sales Tax - Beverage Sales	2014-Event:32-Beverage		2000 - Acco...	46,739.00	46,739.00
Bill	06/15/2014		State Board Of Equalization	Sales Tax - Merchandise Sales	2014-Event:36-Merchandise		2000 - Acco...	279.00	47,018.00
Total 558 - Sales Tax								47,018.00	47,018.00
560 - Soft Drinks - Festival									
Bill	06/07/2014		Coca Cola	Soft drinks.	2014-Event:32-Beverage		2000 - Acco...	5,253.12	5,253.12
Total 560 - Soft Drinks - Festival								5,253.12	5,253.12
565 - Sound Systems									
Bill	04/12/2014		Audio Tron	LB Parade Sound & PA Syste...	2014-Event:42-Parade		2000 - Acco...	2,425.00	2,425.00
Total 565 - Sound Systems								2,425.00	2,425.00
582 - Sponsored Event									
Bill	04/26/2014		For The Child Inc	Sponsorship-Annual Childrens...	2014-Event:17-Pride Week		2000 - Acco...	100.00	100.00
Bill	04/26/2014		Long Beach Grunion Swim Team	Sponsored Event - Grunion Pri...	2014-Event:17-Pride Week		2000 - Acco...	250.00	350.00
Bill	04/26/2014		Salyrs Motorcycle Club of Los Angeles	Sponsored Event - Gay Molor...	2014-Event:17-Pride Week		2000 - Acco...	260.00	600.00
Bill	04/26/2014		The Center -Long Beach	Sponsored Event - Teen Pride...	2014-Event:17-Pride Week		2000 - Acco...	375.00	975.00
Bill	04/26/2014		The Center -Long Beach	Sponsored Event - Film prese...	2014-Event:17-Pride Week		2000 - Acco...	375.00	1,350.00
Total 582 - Sponsored Event								1,350.00	1,350.00
585 - Supplies									
Office Supplies									
Bill	05/31/2014		Office Depot	Office Supplies	2014-Event:43-Volunteers		2000 - Acco...	32.67	32.67
Bill	05/31/2014		Office Depot	Office Supplies	2014-Event:43-Volunteers		2000 - Acco...	52.29	84.96
Bill	05/31/2014		Office Depot	Office Supplies	2014-Event:33-Booth & Vendors		2000 - Acco...	26.95	111.91
Bill	05/31/2014		Office Depot	Office Supplies	2014-Event:37-Security		2000 - Acco...	30.51	142.42
Bill	05/31/2014		Office Depot	Office Supplies	2014-Event:37-Security		2000 - Acco...	32.89	175.11
Bill	05/31/2014		Office Depot	Office Supplies	2014-Event:33-Booth & Vendors		2000 - Acco...	54.48	229.59
Bill	05/31/2014		Office Depot	Office Supplies	2014-Event:43-Volunteers		2000 - Acco...	236.46	466.05
Bill	05/31/2014		American Express Corp	Office supplies for Volunteer C...	2014-Event:43-Volunteers		2000 - Acco...	236.46	702.51
Bill	06/30/2014		American Express Corp	Adding machine	2014-Event:43-Volunteers		2000 - Acco...	34.86	500.91
Total Office Supplies								500.91	500.91
Maintenance Supplies									
Bill	06/07/2014		Mike Iacono	Trash cans	2014-Event:34-Festival Set Up		2000 - Acco...	132.87	132.87
Bill	11/08/2014		First Bankcard - B Crow	Batteries and duct tape	2014-Event:38-Ticket Sales		2000 - Acco...	120.98	262.85
Bill	11/08/2014		First Bankcard - B Crow	Plastic Storage Bags	2014-Event:38-Ticket Sales		2000 - Acco...	6.54	269.39
Bill	11/08/2014		First Bankcard - B Crow	Plastic Storage Bags	2014-Event:38-Ticket Sales		2000 - Acco...	5.45	274.84
Total Maintenance Supplies								274.84	274.84
585 - Supplies - Other									
Bill	04/12/2014		Mike Iacono	Reimbursement - Festival Set...	2014-Event:34-Festival Set Up		2000 - Acco...	625.33	625.33
Bill	04/12/2014		First Bankcard - B Holmes	Wristbands for gate pass	2014-Event:35-1-Main Stage		2000 - Acco...	343.00	973.33
Bill	04/12/2014		First Bankcard - B Holmes	Wristbands for gate pass	2014-Event:33-Booth & Vendors		2000 - Acco...	348.00	1,221.33
Bill	04/26/2014		LBLGP Member - Bonnie Zimmerman	Reimbursement for paper for ...	2014-Event:38-Ticket Sales		2000 - Acco...	88.84	1,310.17
Bill	05/10/2014		Mike Iacono	Beverage supplies	2014-Event:32-Beverage		2000 - Acco...	42.34	1,352.51
Bill	05/10/2014		Mike Iacono	Festival Set Up Supplies	2014-Event:34-Festival Set Up		2000 - Acco...	20.84	1,373.35
Bill	05/31/2014		American Express Corp	32 barrels for ticket stubs	2014-Event:34-Festival Set Up		2000 - Acco...	324.09	1,697.44
Bill	05/31/2014		American Express Corp	Slates for parade numbers	2014-Event:42-Parade		2000 - Acco...	8.34	1,705.78
Bill	05/31/2014		American Express Corp	Automobile Door signs	2014-Event:42-Parade		2000 - Acco...	320.46	2,026.24
Bill	05/31/2014		American Express Corp	Trailer hitch	2014-Event:34-Festival Set Up		2000 - Acco...	10.89	2,037.13
Bill	05/31/2014		American Express Corp	Key chains	2014-Event:37-Security		2000 - Acco...	7.48	2,044.61
Bill	05/31/2014		American Express Corp	Tom Card paper	2014-Event:43-Volunteers		2000 - Acco...	54.48	2,099.07
Bill	05/31/2014		American Express Corp	Safety Vests	2014-Event:42-Parade		2000 - Acco...	139.12	2,238.19
Bill	05/31/2014		American Express Corp	Safety Vests	2014-Event:42-Parade		2000 - Acco...	129.34	2,367.53
Bill	05/31/2014		American Express Corp	Ice - pre event	2014-Event:34-Festival Set Up		2000 - Acco...	17.40	2,384.93
Bill	06/07/2014		Mike Iacono	Misc supplies	2014-Event:32-Beverage		2000 - Acco...	70.06	2,454.99
Bill	06/07/2014		Mike Iacono	Bins to chill water	2014-Event:43-Volunteers		2000 - Acco...	158.37	2,613.36
Bill	06/07/2014		First Bankcard - B Crow	Cutting charges - Fliers	2014-Event:37-Security		2000 - Acco...	4.34	2,617.70
Bill	06/07/2014		First Bankcard - B Holmes	gate locks	2014-Event:37-Security		2000 - Acco...	827.84	3,243.54
Bill	06/07/2014		First Bankcard - B Holmes	Keys for gate locks	2014-Event:34-Festival Set Up		2000 - Acco...	6.81	3,250.35
Bill	06/30/2014		Belmont Productions	Volunteer on line applications ...	2014-Event:43-Volunteers		2000 - Acco...	180.00	3,430.35
Total 585 - Supplies - Other								3,430.35	3,430.35
Total 585 - Supplies								4,206.10	4,206.10
586 - Staging Expense									
Bill	04/20/2014		Vision Lighting	Deposit #1	2014-Event:35-1-Main Stage		2000 - Acco...	25,000.00	25,000.00
Bill	05/05/2014		Vision Lighting	Lifting 2nd installment	2014-Event:35-1-Main Stage		2000 - Acco...	50,000.00	75,000.00
Bill	05/05/2014		Vision Lighting	Chely Wright Special staging ..	2014-Event:35-4-Country		2000 - Acco...	3,114.00	78,114.00
Bill	05/05/2014		Vision Lighting	Special Staging Needs - Fiest...	2014-Event:35-6-Fiesta Caliente		2000 - Acco...	3,490.00	81,604.00
Bill	05/31/2014		Vision Lighting	Festival staging and lighting	2014-Event:35-1-Main Stage		2000 - Acco...	37,164.50	118,768.50
Total 586 - Staging Expense								118,768.50	118,768.50

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03/02/18

Accrual Basis

LBLGP, INC.
2014 Event Profit & Loss Detail
 October 2013 through March 2015

Type	Date	Num	Name	Memo	Class	Cir	Split	Amount	Balance
595 - Tent Rental									
Bill	04/28/2014		Choura Events	Tent Rental deposit # 1	2014-Event:34-Festival Set Up		2000 - Acco...	21,732.98	21,732.98
Bill	05/11/2014		Choura Events	Tent rental contract 2nd paym...	2014-Event:34-Festival Set Up		2000 - Acco...	21,732.98	43,465.96
Bill	06/14/2014		Choura Events	Tent Rental	2014-Event:34-Festival Set Up		2000 - Acco...	25,500.00	68,965.96
Deposit	07/10/2014		Choura Events	Refund for Tent Rental	2014-Event:34-Festival Set Up		UB-01-Chec...	-924.32	68,041.64
Total 595 - Tent Rental								68,041.64	68,041.64
610 - Tickets									
Bill	04/20/2014		Admit One Products	60,000 Admission tickets & 70...	2014-Event:38-Ticket Sales		2000 - Acco...	3,354.59	3,354.59
Bill	05/05/2014		Admit One Products	Admission & Beverage sales ll...	2014-Event:38-Ticket Sales		2000 - Acco...	3,354.80	6,709.39
Total 610 - Tickets								6,709.39	6,709.39
615 - Port-A-Potties									
Bill	04/26/2014		United Site Services of California Inc	Toilet Rental Deposit #1	2014-Event:34-Festival Set Up		2000 - Acco...	5,000.00	5,000.00
Bill	04/26/2014		United Site Services of California Inc	Toilet Rental Deposit #2	2014-Event:34-Festival Set Up		2000 - Acco...	10,000.00	15,000.00
Bill	06/14/2014		Choura Events	Porta Potties	2014-Event:34-Festival Set Up		2000 - Acco...	8,000.00	23,000.00
Bill	06/14/2014		United Site Services of California Inc	Sanitation	2014-Event:34-Festival Set Up		2000 - Acco...	17,605.56	40,605.56
Total 615 - Port-A-Potties								40,605.56	40,605.56
620 - Travel									
Bill	05/05/2014		Jamie Awad - (reimbursements only)	Bolanova travel expense	2014-Event:35-6-Fiesta Caliente		2000 - Acco...	3,256.33	3,256.33
Bill	05/05/2014		Jamie Awad - (reimbursements only)	Tallina travel expense	2014-Event:35-6-Fiesta Caliente		2000 - Acco...	2,545.98	5,802.29
Bill	05/05/2014		Jamie Awad - (reimbursements only)	Pedro travel expense	2014-Event:35-6-Fiesta Caliente		2000 - Acco...	316.00	6,118.29
Bill	05/05/2014		Jamie Awad - (reimbursements only)	Jessica Wild travel expense	2014-Event:35-6-Fiesta Caliente		2000 - Acco...	189.00	6,307.29
Bill	05/05/2014		Divia Central, Inc	Travel Expenses - Chely Wright	2014-Event:35-1-Main Stage		2000 - Acco...	799.78	7,107.07
Bill	05/05/2014		Divia Central, Inc	Travel expenses - Richell Ren...	2014-Event:35-1-Main Stage		2000 - Acco...	594.28	7,701.35
Bill	05/05/2014		Divia Central, Inc	Travel expenses - CeCe Penh...	2014-Event:35-1-Main Stage		2000 - Acco...	545.56	8,246.91
Bill	05/31/2014		American Express Corp	Entertainer Air Fare	2014-Event:35-1-Main Stage		2000 - Acco...	638.00	8,884.91
Bill	05/31/2014		American Express Corp	Entertainer Air Fare	2014-Event:35-1-Main Stage		2000 - Acco...	638.00	9,522.91
Bill	05/31/2014		American Express Corp	Entertainer Air Fare	2014-Event:35-1-Main Stage		2000 - Acco...	828.00	10,350.91
Bill	05/31/2014		American Express Corp	Entertainer Air Fare	2014-Event:35-4-Country		2000 - Acco...	571.00	10,921.91
Total 620 - Travel								10,921.91	10,921.91
625 - Truck/Cart Rental									
Bill	06/14/2014		Power Trip Rentals, LLC	Cart Rental	2014-Event:34-Festival Set Up		2000 - Acco...	20,300.13	20,300.13
Total 625 - Truck/Cart Rental								20,300.13	20,300.13
630 - Typesetting/Product									
Bill	03/29/2014		Belmont Productions	Website re-design	2014-Event:16-Publicity		2000 - Acco...	532.50	532.50
Bill	03/29/2014		Belmont Productions	Program and Poster Entertain...	2014-Event:15-Program		2000 - Acco...	1,000.00	1,532.50
Bill	07/08/2014		Belmont Productions	Souvenire guide design	2014-Event:15-Program		2000 - Acco...	1,120.00	2,652.50
Bill	07/08/2014		Belmont Productions	Deposit paid on check # 9217	2014-Event:15-Program		2000 - Acco...	-1,000.00	1,652.50
Total 630 - Typesetting/Product								1,652.50	1,652.50
650 - Victory Party									
Bill	05/05/2014		City of Long Beach - Parks & Recreation	Volunteer party city park fee	2014-Event:43-Volunteers		2000 - Acco...	250.00	250.00
Bill	06/14/2014		Donaldo Reed	DJ for Volunteer Party	2014-Event:43-Volunteers		2000 - Acco...	475.00	725.00
Bill	06/14/2014		Donaldo Reed	Reimbursement - Prizes for V...	2014-Event:43-Volunteers		2000 - Acco...	685.89	1,410.89
Bill	07/06/2014		First Bankcard - B Crow	Permit fee	2014-Event:43-Volunteers		2000 - Acco...	255.00	1,665.89
Bill	06/03/2014		American Express Corp	Prizes for Volunteer Party raffle	2014-Event:43-Volunteers		2000 - Acco...	109.36	1,775.25
Total 650 - Victory Party								1,775.25	1,775.25
655 - Video Production									
Bill	05/05/2014		Belmont Productions	Parade Video coverage	2014-Event:16-Publicity		2000 - Acco...	3,500.00	3,500.00
Bill	05/05/2014		American Express Corp	VIP Parade breakfast	2014-Event:42-Parade		2000 - Acco...	654.00	4,154.00
Bill	09/14/2014		Belmont Productions	Parade & Festival video editin...	2014-Event:16-Publicity		2000 - Acco...	4,189.00	8,343.00
Total 655 - Video Production								8,343.00	8,343.00
658 - Water Purchase									
General Journal	05/31/2014	20140531		Water donation - Ralphs	2014-Event:32-Beverage		056 - In-Kind...	2,860.00	2,860.00
Total 658 - Water Purchase								2,860.00	2,860.00
990 - Miscellaneous Expense									
General Journal	05/19/2014	20140518w		Cash Adjustment	2014-Event:00-Day of Event		2014 Day of ...	0.79	0.79
Total 990 - Miscellaneous Expense								0.79	0.79
Total Expense								1,206,152.22	1,206,152.22
Net Ordinary Income								281,694.86	281,694.86
Net Income								281,694.86	281,694.86

2:50 PM
 02/28/18
 Accrual Basis

LBLGP, INC. 2014 Festival & Parade

	Oct '13 - Mar 15	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
050 - Revenue			
Laugh Til You Tinkle	1,366.00		
Tickets - Online Sales	1,115.00		
Tickets - Day of Event	786,185.25		
Merchandise	3,453.01		
Booth & Vendors	135,854.00		
Parade	9,660.00		
050 - Revenue - Other	1,069.95		
Total 050 - Revenue	938,703.21		
052 - Corporate Donations - Inhouse	1,000.00		
063 - Booth deposit return	-6,075.00		
065 - Beverage Ticket Sales	554,218.87		
Total Income	1,487,847.08		
Gross Profit	1,487,847.08		
Expense			
110 - Advertising			
Website Expense	1,080.00		
110 - Advertising - Other	25,449.75		
Total 110 - Advertising	26,529.75		
114 - Auto expense	521.49		
120 - Awards	359.70		
130 - Beer/Wine	123,102.81		
138 - Car Rental	3,071.93		
170 - City/State Fees	139,135.68		
175 - City Permits	1,421.40		
213 - Grants Volunteer Service	650.00		
215 - Electricity - Festival	58,899.73		
220 - Entertainers	153,931.08		
227 - Equipment Rental	101,872.20		
230 - Fence Rental	30,790.90		
235 - Festival Food - Board	16,193.33		
240 - Festival Decoration	11,353.89		
255 - Flags	2,025.00		
305 - Hotel Accommodation	40,673.22		
310 - Ice	5,632.58		
320 - Labor Expense			
320.03 - Salaries & wages	300.00		
320 - Labor Expense - Other	1,700.00		
Total 320 - Labor Expense	2,000.00		
325 - Licenses	300.00		
329 - Consultant Fees	39,450.02		
333 - Medical Services	6,198.00		
340 - Motor Homes	5,368.00		
370 - Park Map Expense	240.01		
380 - Photography	3,800.00		
395 - Postage	54.86		
400 - General Merchandise	4,862.70		
460 - T-Shirt - Merchandise	602.70		
470 - T-Shirt - Volunteer	7,940.36		
505 - Printing	103.33		
520 - Radios (Festival)	1,193.75		
530 - Refreshments	4,510.49		
550 - Security Guard Service	73,125.52		
555 - Signs/Banners	207.10		
558 - Sales Tax	47,018.00		
560 - Soft Drinks - Festival	5,253.12		
565 - Sound Systems	2,425.00		
582 - Sponsored Event	1,350.00		

2:50 PM
02/28/18
Accrual Basis

LBLGP, INC.
2014 Festival & Parade

	<u>Oct '13 - Mar 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>
585 - Supplies			
Office Supplies	500.91		
Maintenance Supplies	274.84		
585 - Supplies - Other	<u>3,430.35</u>		
Total 585 - Supplies	4,206.10		
586 - Staging Expense	118,768.50		
595 - Tent Rental	68,041.64		
610 - Tickets	6,709.19		
615 - Port-A-Potties	40,605.56		
620 - Travel	10,721.91		
625 - Truck/Cart Rental	20,300.13		
630 - Typesetting/Product	1,652.50		
650 - Victory Party	1,775.25		
655 - Video Production	8,343.00		
658 - Water Purchase	2,860.00		
990 - Miscellaneous Expense	0.79		
Total Expense	<u>1,206,152.22</u>		
Net Ordinary Income	<u>281,694.86</u>		
Net Income	<u><u>281,694.86</u></u>		

2:50 PM
02/28/18
Accrual Basis

LBLGP, INC. 2015 - FESTIVAL & PARADE

	Oct '14 - Mar 16	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
050 - Revenue			
Tickets - Day of Event	743,640.95		
Merchandise	3,814.00		
Booth & Vendors	145,905.74		
Parade	11,788.00		
050 - Revenue - Other	405.63		
Total 050 - Revenue	905,554.32		
056 - In-Kind Donations - Inhouse	684.37		
063 - Booth deposit return	-8,500.00		
065 - Beverage Ticket Sales	471,972.00		
Total Income	1,369,710.69		
Gross Profit			
	1,369,710.69		
Expense			
100 - Accounting/Legal	2,900.00		
110 - Advertising			
Website Expense	1,260.00		
110 - Advertising - Other	17,617.26		
Total 110 - Advertising	18,877.26		
114 - Auto expense			
114.01 - Gas	530.00		
114 - Auto expense - Other	220.20		
Total 114 - Auto expense	750.20		
120 - Awards	528.65		
125 - Bank Charges	25.00		
130 - Beer/Wine	63,518.44		
138 - Car Rental	3,777.23		
140 - Clean-Up Park	1,316.98		
170 - City/State Fees	161,728.56		
175 - City Permits	1,885.40		
213 - Grants Volunteer Service	-100.00		
215 - Electricity - Festival	53,703.61		
220 - Entertainers	206,753.64		
227 - Equipment Rental	93,847.95		
230 - Fence Rental	25,204.39		
235 - Festival Food - Board	13,221.17		
240 - Festival Decoration	1,356.30		
255 - Flags	2,025.00		
285 - Special Recognition	120.00		
305 - Hotel Accommodation	32,617.39		
310 - Ice	2,179.87		
320 - Labor Expense	2,490.00		
325 - Licenses	567.56		
329 - Consultant Fees	116,892.46		
333 - Medical Services	6,198.00		
340 - Motor Homes	6,297.15		
370 - Park Map Expense	151.36		
380 - Photography	2,700.00		
395 - Postage	124.99		
400 - General Merchandise	1,125.00		
460 - T-Shirt - Merchandise	3,780.00		
470 - T-Shirt - Volunteer	7,737.08		
520 - Radios (Festival)	1,368.75		
530 - Refreshments	6,773.91		
550 - Security Guard Service	83,565.87		
555 - Signs/Banners	1,368.19		
558 - Sales Tax	47,880.17		
560 - Soft Drinks - Festival	1,995.84		
565 - Sound Systems	4,025.00		
582 - Sponsored Event	2,000.00		

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02/28/18

Accrual Basis

LBLGP, INC.
2015 - FESTIVAL & PARADE

	Oct '14 - Mar 16	Budget	\$ Over Budget
585 - Supplies			
Office Supplies	168.30		
585 - Supplies - Other	1,640.14		
Total 585 - Supplies	1,808.44		
586 - Staging Expense	139,840.95		
595 - Tent Rental	89,383.69		
610 - Tickets			
Ticket Printing	5,214.25		
610 - Tickets - Other	3,699.44		
Total 610 - Tickets	8,913.69		
615 - Port-A-Potties	28,457.72		
620 - Travel	2,616.64		
625 - Truck/Cart Rental	24,149.40		
630 - Typesetting/Product	1,300.00		
650 - Victory Party	1,506.07		
655 - Video Production	7,671.00		
658 - Water Purchase	4,195.44		
990 - Miscellaneous Expense			
a. Art Theme Contest	250.00		
990 - Miscellaneous Expense - Other	188.60		
Total 990 - Miscellaneous Expense	438.60		
Total Expense	1,293,560.01		
Net Ordinary Income	76,150.68		
Net Income	76,150.68		

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 02/28/18
 Accrual Basis

LBLGP, INC.
2016 - FESTIVAL & PARADE

	Sep '15 - Mar 17	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
050 - Revenue	1,193,919.93		
052 - Corporate Donations - Inhouse			
052b - Corporate Sponsorship - Consult	17,500.00		
052 - Corporate Donations - Inhouse - Other	2,500.00		
Total 052 - Corporate Donations - Inhouse	20,000.00		
063 - Booth deposit return	-6,765.00		
Total Income	1,207,154.93		
Gross Profit	1,207,154.93		
Expense			
100 - Accounting/Legal	2,266.80		
110 - Advertising			
Website Expense	2,331.00		
110 - Advertising - Other	16,563.25		
Total 110 - Advertising	18,894.25		
138 - Car Rental	4,161.75		
140 - Clean-Up Park	13,548.15		
170 - City/State Fees	181,617.20		
175 - City Permits	1,309.00		
215 - Electricity - Festival	59,425.59		
220 - Entertainers	165,141.41		
227 - Equipment Rental	65,922.75		
230 - Fence Rental	30,327.79		
235 - Festival Food - Board	12,813.00		
240 - Festival Decoration	12,975.14		
255 - Flags	2,254.08		
305 - Hotel Accommodation	26,846.56		
310 - Ice	1,449.70		
315 - Insurance	16,381.00		
325 - Licenses	241.00		
329 - Consultant Fees	51,273.01		
333 - Medical Services	6,830.50		
340 - Motor Homes	5,606.19		
370 - Park Map Expense	369.69		
380 - Photography	1,980.00		
395 - Postage	281.42		
460 - T-Shirt - Merchandise	2,059.45		
470 - T-Shirt - Volunteer	5,618.50		
520 - Radios (Festival)	1,089.12		
530 - Refreshments	5,566.03		
550 - Security Guard Service	78,463.00		
555 - Signs/Banners	1,812.68		
560 - Soft Drinks - Festival	2,822.00		
565 - Sound Systems	5,385.15		
582 - Sponsored Event	2,500.00		
585 - Supplies			
Office Supplies	468.21		
Maintenance Supplies	348.66		
585 - Supplies - Other	16,694.36		
Total 585 - Supplies	17,511.23		
586 - Staging Expense	136,669.00		
595 - Tent Rental	133,451.24		
615 - Port-A-Potties	35,493.25		
620 - Travel	9,849.21		
625 - Truck/Cart Rental	35,558.08		
630 - Typesetting/Product	800.00		
655 - Video Production	2,454.00		

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02/28/18
Accrual Basis

LBLGP, INC.
2016 - FESTIVAL & PARADE

	<u>Sep '15 - Mar 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>
990 - Miscellaneous Expense			
a. Art Theme Contest	<u>250.00</u>		
Total 990 - Miscellaneous Expense	<u>250.00</u>		
Total Expense	<u>1,159,267.92</u>		
Net Ordinary Income	<u>47,887.01</u>		
Net Income	<u><u>47,887.01</u></u>		

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02/28/18

Accrual Basis

LBLGP, INC. 2017 - FESTIVAL & PARADE

	Sep '16 - Dec 17	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
050 - Revenue	1,195,729.59		
052 - Corporate Donations - Inhouse	15,000.00		
053 - Private Donations	43.06		
063 - Booth deposit return	-10,765.00		
Total Income	<u>1,200,007.65</u>		
Gross Profit	1,200,007.65		
Expense			
100 - Accounting/Legal	8,100.00		
110 - Advertising			
Website Expense	9,282.00		
110 - Advertising - Other	5,135.00		
Total 110 - Advertising	<u>14,417.00</u>		
120 - Awards	543.26		
138 - Car Rental	4,569.34		
140 - Clean-Up Park	22,232.00		
150 - InterPride	128.88		
170 - City/State Fees	176,143.19		
175 - City Permits	500.00		
213 - Grants Volunteer Service	10,525.50		
215 - Electricity - Festival	57,571.31		
220 - Entertainers			
6=Fiesta Caliente	10,000.00		
220 - Entertainers - Other	203,762.58		
Total 220 - Entertainers	<u>213,762.58</u>		
227 - Equipment Rental	92,461.90		
230 - Fence Rental	36,913.31		
235 - Festival Food - Board	22,410.95		
240 - Festival Decoration	7,827.23		
255 - Flags	3,255.10		
305 - Hotel Accommodation	45,557.62		
310 - Ice	1,596.00		
325 - Licenses	241.00		
329 - Consultant Fees	61,089.86		
333 - Medical Services	9,889.00		
340 - Motor Homes	6,200.65		
370 - Park Map Expense	367.59		
395 - Postage	284.67		
470 - T-Shirt - Volunteer	1,769.07		
520 - Radios (Festival)	1,233.19		
530 - Refreshments	6,454.01		
550 - Security Guard Service	79,162.06		
555 - Signs/Banners	1,071.09		
565 - Sound Systems			
Parade	3,225.00		
565 - Sound Systems - Other	2,040.14		
Total 565 - Sound Systems	<u>5,265.14</u>		
582 - Sponsored Event	1,617.50		
585 - Supplies			
Office Supplies	41.05		
585 - Supplies - Other	7,025.57		
Total 585 - Supplies	<u>7,066.62</u>		
586 - Staging Expense	188,300.00		
595 - Tent Rental	123,651.20		
615 - Port-A-Potties	29,406.21		
620 - Travel	6,695.69		

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02/28/18

Accrual Basis

LBLGP, INC.
2017 - FESTIVAL & PARADE

	<u>Sep '16 - Dec 17</u>	<u>Budget</u>	<u>\$ Over Budget</u>
625 - Truck/Cart Rental	25,165.80		
630 - Typesetting/Product	250.00		
655 - Video Production	23,000.00		
Total Expense	<u>1,296,695.52</u>		
Net Ordinary Income	<u>-96,687.87</u>		
Net Income	<u><u>-96,687.87</u></u>		

**LICENSE AGREEMENT FOR LONG BEACH CONVENTION AND ENTERTAINMENT CENTER
SPECIAL EVENT**

License No.: 752954

Date Issued: December 19, 2013/Revised January 17, 2014/Revised January 21, 2014

THIS AGREEMENT is executed between SMG, ("Operator"), and LONG BEACH LESBIAN & GAY PRIDE, INC. ("Licensee")

RECITALS

- Operator manages, operates and maintains the Long Beach Convention and Entertainment Center (the "Center") on behalf of the City of Long Beach, a municipal corporation (the "City"), under rights granted by and obligations imposed under an agreement between the City and Operator.
- Licensee desires to use space in the Center for the purpose and upon the terms hereinafter provided.
- The Authorized Areas will be used by the Licensee and its authorized and approved exhibitors ("Exhibitors") and may be available to other persons ("Invitees").

NOW, THEREFORE, Operator hereby permits Licensee and Licensee agrees to use those areas of the Center as hereinafter described ("Authorized Areas") for the term, at the fees and upon the terms, covenants and conditions hereinafter set forth:

1. **Authorized Areas and Term.** Operator grants to Licensee permission to use the following described Authorized Areas at the Center, including corridors for ingress and egress, during the dates and times indicated. It is expected that the various events taking place during the Long Beach Gay & Lesbian Pride Festival will be held in an area of the parking lot located next to the Long Beach Arena that encompasses a total of 3,180 parking spaces and is outlined on Addendum (A) attached hereto (the "Arena Parking Lot").

EVENT: LONG BEACH LESBIAN & GAY PRIDE FESTIVAL

AREA/RENTAL CHARGES	DAY(S)	DATE(S)	HOUR(S)
Parking Lot for Gay & Lesbian Pride Festival* (See Addendum A for Location) / \$27,950.00	Thursday-Monday	May 15 – 19, 2014	7:00AM 5/15 –5:00PM 5/19 (Licensee agrees to make best efforts to vacate area earlier if possible)
Food & Beverage Waiver - \$2,500			

NO BORING, DRILLING OR ANY OTHER TYPE OF PENETRATION/DEFACEMENT TO THE SURFACE OF THE LOT IS PERMITTED UNDER ANY CIRCUMSTANCES.

2. Fees. For the use of the Authorized Areas, Licensee shall pay to Operator:

(A) Minimum fee of: **THIRTY THOUSAND FOUR HUNDRED FIFTY DOLLARS**

ADDENDUM(S): PLEASE SEE ATTACHED

MINIMUM BALANCE FOR DETERMINING DEPOSIT: \$30,450.00

Operator's Initials

Licensee's Initials

3. **Mode of Payment.** Licensee agrees to pay Operator at Operator's office in the Center, by certified or cashier's check payable to the Long Beach Convention and Entertainment Center as follows:

- 1) FIVE THOUSAND DOLLARS (\$5,000.00) DUE WITH SIGNED LICENSE AGREEMENT BY FEBRUARY 15, 2014
- 2) TWELVE THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS (\$12,725.00) DUE BY MAY 1, 2014.
- 3) TWELVE THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS (\$12,725.00) DUE BY JULY 1, 2014.

Licensee shall pay the balance of all fees and charges under Paragraphs 2 and 7 within thirty (30) days of invoice. If Licensee fails to pay any amounts when due under this agreement, it shall pay to Operator a late charge of 1.5% per month on the unpaid balance. Operator is not obligated to pay interest on any deposit called for by this agreement.

If requested by Operator at any time before the event, Licensee shall furnish to Operator a faithful performance bond or guaranty in an amount to be determined by Operator to insure that the Licensee performs all its obligations under this agreement. Such bond or guaranty shall be in a form approved by Operator and such bond or the Operator shall approve guaranty.

4. **Liquidated Damages.** If Licensee cancels any event covered by this agreement, Licensee agrees to pay the Operator the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages:

- (A) If Licensee cancels less than six (6) months before the first scheduled day of the event, the entire minimum balance as shown in paragraph 2 shall be payable to Operator as liquidated damages within ten (10) days of invoice.

5. **Use of Facilities.**

- (A) The Authorized Areas shall be used for an event to be called a Convention ("Event"), and only for the purpose of a Special Event. If requested by Operator, Licensee warrants that within the definition set forth below, the event will be a Convention or Trade Show.

A Special is an event, which is open in whole or in part to members of the general public and Operator's General Manager shall have full and final authority for defining whether an event is a Special Event.

(B) **Notice of Event Requirements: Floor Plans.**

No later than sixty (60) days before the first day of the event, Licensee shall provide the Long Beach Fire Department for approval by the Long Beach Fire Marshal, six (6) copies of a full and complete floor plan for the event, and, if requested, furnish a description of all electrical, communications systems, audio\visual requirements and plumbing work. Licensee shall provide Operator and the Long Beach Fire Department with all other information required by Operator concerning the event such as room or hall set-ups, staging, and Food and Beverage requirements no later than thirty (30) days before the first day move-in of the event. In no event will Operator or the Long Beach Fire Department be responsible for any injury, harm, or damage arising from the late delivery of any such information. If Licensee fails to provide this information as required it shall pay to Operator the cost of Operator's additional labor and any other fees arising from such delay. Operator shall be the sole judge of what additional labor or fees are required as a result of the delay.

Licensee acknowledges that it bears the sole risk of loss if it sells exhibit space before performing all of its obligations under this agreement, including but not limited to payment of all fees due under this agreement, obtaining Long Beach Fire Marshal's approval of floor plans, supplying certificates or policies of insurance pursuant to paragraph 8.

- (C) Licensee shall not use the Center or permit it to be used by any employee, agent exhibitor or invitee:
 - (i) For any illegal purpose;

Operator's Initials

Licensee's Initials

- (ii) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
- (iii) In any manner which could weaken the insurance or increase the rate of insurance on the **Center**;
- (iv) In any manner which constitutes any waste or nuisance;

- (v) In any manner which causes injury to the **Center**; or
- (vi) In violation of **Operator's** Rules and Regulations, as such may exist from time to time.

(D) **Licensee** shall conduct business in the Authorized Areas in a dignified and orderly manner with full regard for public safety and in conformity with **Operator's** Fire and Safety Regulations as such may exist from time to time. **Licensee** agrees that it will not allow any employee, agent, Exhibitor or invitee at, in or about the **Center** who shall, upon reasonable, non-discriminatory grounds, be objected to by **Operator**, and such person's right to use the **Center** may be revoked immediately by **Operator**. More detailed rules relating to the use of the **Center** are contained in **Operator's** Facilities General Rules and Regulations. (Refer to Paragraph 26)

6. **Services Provided by Operator for Minimum Fee.** None.

7. **Other Services.** **Licensee** shall separately pay for all services, equipment, and personnel ("Services") not specifically covered by paragraph 6. **Licensee** must use and pay for **Operator**-provided crowd control, EMS, security, stagehands, sound equipment operators, trash removal, set-up and/or labor expressly not included in this agreement. **Operator** also provides certain other services at the **Center** on an exclusive basis. If **Operator** does not provide a type of service on an exclusive basis, **Licensee** may use other suppliers approved by **Operator**. No services may be used at or supplied to the **Center**, which are not furnished by an **Operator**-approved supplier. Notwithstanding anything to the contrary contained herein, at **Operator's** sole discretion, **Operator** may require **Licensee** to contract directly with, and be solely responsible for the payment of all fee and charges of the **Operator** approved suppliers of any Services described in paragraph 6 or 7 hereof that are utilized in the Authorized Areas.

Operator will provide **Licensee** with a written estimate of all charges for services to be provided by **Operator** and may revise such estimate from time to time. **Licensee** must deposit the total amount of the original estimate and any increases within 72 hours of delivery of notice.

8. **Insurance.** **Licensee**, at its cost, shall secure and maintain through the term of this agreement, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of **Licensee** and/or **Operator** and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with **Licensee's** obligations under this paragraph:

- (A) Worker's Compensation insurance in amounts not less than those required by State of California and as applicable, medical and disability insurance in a form and in an amount acceptable to **Operator** including all volunteers working for **Licensee**;
- (B) Employer's Liability insurance with limits not less than \$1,000,000 each accident;
- (C) Comprehensive Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); Written by an insurance company with an AM best rating of at least a VII;
- (D) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

Operator's Initials

Licensee's Initials

Comprehensive Commercial General Liability and Automobile Liability insurance policies required by agreements for use of the **Center** shall name: (i) SMG, (ii) the City of Long Beach, their officers, agents and employees as additional insureds.

Certificates of Insurance. Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to Operator, shall be furnished to Operator sixty (60) days before the first day of the event. Certified copies of the Certificates of

Insurance or policies shall provide that they may not be cancelled without thirty (30) days advance written notice to Operator.

9. **Indemnification. Licensee** agrees to indemnify, hold harmless and defend SMG, the City of Long Beach and their respective members, officers, directors, agents and employees ("Indemnified Parties") from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of **Licensee** or its employees, agents, subcontractors, Exhibitors, or invitees or any other person entering the **Center** with the implied or express permission of **Licensee**. Such indemnification by **Licensee** shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors.
10. **Waiver of Subrogation. Licensee** hereby waives any and every claim which arises or may arise in its favor and against **Operator** or the City during the term of this agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this agreement with respect to any loss or damage to property of **Licensee**.

Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), **Licensee** is advised to give to each insurance company written notice of the terms of such waiver and to have insurance policies properly endorsed, if necessary.

11. **Waiver of Claims. Licensee** assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by **Licensee** or any of its Exhibitors or Invitees. **Licensee** hereby waives any claims against **Operator** and the persons and Indemnified Parties described in paragraph 9 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors.
12. **Repair and Return of Facilities. Licensee** shall pay all costs to return the **Center** to **Operator** in the same conditions received, as well as any costs to repair or replace property at the **Center** damaged or lost during the term of this agreement, normal wear and tear excepted or unless the **Center** or property at the **Center** is damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors. This paragraph applies to any damages caused by I and D companies (see paragraph 29).
13. **Taxes and Fees. Licensee** agrees to pay promptly all sales, use, excise and any other taxes and any license fees which are required to be paid by **Licensee** to any governmental or accepted licensing authority and at **Operator's** request shall provide evidence of such payment to **Operator**.
14. ~~**Food and Beverage. SMG Food Services is the exclusive food and beverage provider for both concessions and catering at the Long Beach Convention and Entertainment Center. SMG reserves the right to sell, at its discretion, food and beverage, including alcohol, in any unused space within the facility for this purpose.**~~

~~SMG Food Services requires full payment for all catered services, at least three days prior to the first day of an event. The amount due will be based on total estimated catering orders for the entire event. Additional services ordered on-site must be guaranteed by credit card or paid company check. Minimum guarantees may apply for special services, set-ups and concessions. Please contact SMG Food Services at 562-499-7565 for further information.~~

Operator's Initials

Licensee's Initials

14. **FOOD AND BEVERAGE.** Licensee shall pay a \$2500 waiver and be the sole and exclusive provider for food and beverages for the Event and all decisions regarding the choice of food and beverage vendors for the event shall be made solely and exclusively by Licensee. Licensee agrees to indemnify, hold harmless and defend SMG, the City of Long Beach and their respective members, officers, directors, agents and employees ("Indemnified Parties") from and against any and all liabilities, damages, actions, costs, losses, claims and expenses including attorney's fees and legal costs from any claims of any nature arising from the food and beverages provided by Licensee or its chosen vendors at the Event or arising from the actions of the food and beverage vendors chosen by Licensee and from any claim brought by the food and beverage vendors chosen by Licensee.

15. **Non-Discrimination.** Licensee agrees not to discriminate against any employee or any applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.

16. **Force Majeure.** Either party may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical:

Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, any law ordinance, rule or regulation.

In any such event such party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in the consideration which would otherwise be payable or otherwise due under this agreement.

17. **Operator's Right of Entry.** In permitting the use of the Authorized Areas, **Operator** does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of **Operator** and City may enter the authorized areas at any time and on any occasion without any restrictions whatsoever. All space at the **Center** shall at all times be subject to **Operator's** right to control.

18. **Non-Exclusive Use.** **Operator** shall have the right to use or permit the use of any portion of the **Center** not granted to **Licensee** under this agreement to any person, firm, or entity regardless of the nature of the use of such other space. This right shall be subject to **Operator's** prudent business judgment.

19. **Abandonment or Vacation of Facility.** If any part of the **Center** covered by this agreement becomes vacant or is not used by **Licensee**, **Operator** may offer such space to others. In that event, all income from the relicensed space shall belong to **Operator**.

20. **Liens.** To secure **Licensee's** obligations hereunder, **Licensee** hereby grants **Operator** a first lien against property of **Licensee** at the **Center** and all accounts receivable. **Operator** shall have the right to impound **Licensee's** property at the **Center**. Should such unpaid charges remain unpaid for a period of thirty (30) days after invoicing, **Operator** shall have the right to sell such impounded property at public auction and to apply the cash proceeds from the auction to the retirement of such unpaid charges.

21. **Default.** If **Licensee** defaults in the performance of any of the terms or conditions of this agreement, or any other agreement between **Licensee** and **Operator**, including payment of fees and maintenance of required insurance in strict accordance with this agreement, then **Operator**, at its option, may immediately terminate this agreement by written notice to **Licensee**, whether or not **Licensee** has previously entered into contracts, including contracts for exhibit space, whereupon **Licensee's** rights and privileges under this agreement shall immediately terminate. **Operator** may also terminate any other contracts with **Licensee**. In addition, **Licensee** shall be liable for all damages caused by such default, including liquidated damages.

Operator's Initials

Licensee's Initials

22. **Suit to Enforce.** If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to endorse or seek damages with respect to a default under this agreement, the prevailing party shall be entitled to recover all damages provided by law or under this agreement and, in addition, all costs and reasonable attorney's fees.
23. **Cumulative Remedies.** All rights, powers and privileges conferred hereunder upon **Operator** shall be cumulative and shall not be restricted to those given by law.
24. **Assignment.** **Licensee** may not assign this agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without prior written consent of **Operator**. Any attempted assignment without the prior written consent of **Operator** shall be null and void.
25. **Notices.** Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally, or sent by first class mail, facsimile or by e-mail as follows:

To Operator: In care of **SMG**
at the **Long Beach Convention & Entertainment Center**

Attention: **Charles F. Beirne, General Manager**
300 E. Ocean Blvd.
Long Beach, CA 90802

To Licensee: At the office designated in the application for License or during the term of this agreement to the Authorized Area.

Mailed notice shall be deemed to have been given upon the deposit of same in any United States mail post office box, with postage prepaid, addressed as set forth above. The addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

26. **Rules and Regulations.** **Operator's** General Rules and Regulations and **Operator's** Public Safety are hereby incorporated into this agreement by reference. **Operator** reserves the right to change such rules and regulations in writing from time to time and will provide **Licensee** with such changed rules and regulations which shall be binding upon **Licensee**.
27. **Entire Agreement.** Except as provided in Paragraphs 26 and 30, this document contains or refers to the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No modification or amendment of this agreement shall be in force of effect unless in writing executed by all parties hereto.
28. **Headings.** The headings used in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.
29. **Installation and Dismantling Companies (I and D Companies).** **Licensee** assumes full responsibility for all acts or omissions of all I and D Companies providing services to **Licensee's** Exhibitors. **Licensee** will assure that such I and D Companies will fully comply with all terms and conditions of **Operator's** Rules and Regulations (see paragraph 26) and will be financially responsible for any non-compliance by I and D Companies.

Operator's Initials

Licensee's Initials

30. **Hold Harmless Agreements.** Notwithstanding any other provision of this License, the City of Long Beach, and its successors, agrees to indemnify and hold harmless **Licensee** from any and all liability, claims, fines and penalties directly arising from non-compliance of the physical Authorized Areas with applicable laws.

Neither City nor **Operator** will indemnify nor hold harmless any **Licensee** against, and **Licensee** shall be solely responsible for, any liability, claim, fine or penalty arising from any failure by **Licensee** to comply with any requirement of applicable law relating to or arising from non-permanent items including, but not limited to equipment or materials which are set up for the use of **Licensee**, its agents or other representatives of **Licensee**, or set up by **Operator** or City at the request and to the specification directed by **Licensee**.

Licensee agrees that it will use reasonable efforts in a timely manner to determine the needs and requirements of disabled persons who may be attending the event and in accordance with the rules and regulations promulgated by **Operator**, inform **Operator** of the results of its efforts and of the accessibility services the **Licensee** will provide to accommodate such disabled attendee(s) as well as what additional services and accommodations may be needed and/or requested from **Operator** and/or City in this regard.

RECEIPT OF RULES:

Licensee hereby acknowledges receipt of **Operator's** Facilities General Rules and Regulations and agrees to be bound by such Rules and Regulations.

APPROVAL OF CONTRACT:

This agreement is not binding upon **Operator** until signed on behalf of **Operator**. It will be effective on the date that it is executed by **Operator**.

EXECUTED:

OPERATOR:
SMG

LICENSEE:
LONG BEACH LESBIAN & GAY PRIDE, INC.

By: _____
Charles F. Beirne, General Manager

By: _____

Print Name & Title: _____

Date: _____

Date: _____

MR 05/17/11

Operator's Initials

Licensee's Initials

LONG BEACH CONVENTION AND ENTERTAINMENT CENTER

GENERAL RULES AND REGULATIONS

1. **Licenses or Permits.** If any governmental license or permit is required for the proper and lawful conduct of Licensee's business or other activity carried on, in or at the Authorized Areas or if failure to obtain such a license or permit might in any way affect the operations of the Facilities, then Licensee, at its own expense, shall obtain and maintain such license or permit and submit the same to inspection by Operator. Licensee, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.
2. **Compliance with Laws.** Licensee shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions, boards and officers and to conform in all respects with the City of Long Beach Fire Department Management Plan for the facilities as in effect from time to time, with particular reference to such Plan's Exhibition Guidelines.
3. **Failure to Vacate/Removal of Property.** Upon the expiration or sooner termination of the agreement hereof, Licensee shall immediately remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Facilities. Any such property not so removed shall be considered abandoned and, at Operator's option, be removed and stored by Operator at Licensee's expense or disposed of in any manner Operator deems expedient. Licensee hereby waives all claims for damage resulting from such removal, storage and disposal of such property and indemnifies Operator from any damages or costs including reasonable attorney's fees resulting from such storage and disposal.
4. **Protection of Facilities.** Licensee will not permit anyone to drive any nails, hooks, tacks or screws in any part of the Facilities or to alter the Facilities in any respect. Without limiting the above, Licensee will not permit anyone to affix any material to the walls, floors, doors or ceilings or to alter the Facilities in any respect without prior written approval by Operator. If, with or without Operator's approval, Licensee damages the Facilities it will pay Operator the cost of repair or replacement.
5. **Property of Operator.** Licensee may not use or transport any equipment, furnishings or other property belonging to Operator, or the City of Long Beach, to any place outside the Facility itself.
6. **Attendance Capacity.** In no event shall attendance be permitted in excess of the established capacity of the Authorized Areas. Licensee shall not admit a larger number of persons than can safely and freely move about in the Authorized Areas; the decision of the Operator and/or the Long Beach Fire Department in this respect shall be final.
7. **Evacuation of Facility.** If it becomes appropriate in the judgment of Operator to evacuate the premises because of a bomb threat or for other reasons of public safety, then, after such evacuation, the Licensee may continue to use the premises for sufficient time to complete presentation of the event without additional fees providing such time does not interfere with another Licensee. If it is not possible to complete presentation of the event, fees shall be prorated or adjusted at the discretion of the Operator and the Licensee hereby waives any claim for damages or compensation from the Operator.
8. **Designated Entrances.** All persons, articles, exhibits, fixtures, displays and property of every kind shall be brought into and out of the Facilities only at designated and approved entrances and exits. All such entrances and exits shall be subject to Operator's control.

Operator's Initials

Licensee's Initials

9. **Crate Storage.** All crates and related materials shall, at Licensee's expense, be removed from the Authorized Areas before the opening day of Licensee's scheduled event.

10. **Flammable Materials.** No flammable materials, such as bunting, tissue paper, crepe papers, etc., will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and be in accordance with the Operator's Fire and Safety Rules and Regulations.

11. **Public Safety.** Licensee agrees not to bring onto the premises any material, substance, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the Operator. The Operator shall have the right to refuse any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

12. **Utility Connections.** Contracts for installation of electricity, plumbing or other utility services shall be made by Licensee with contractors designated by Operator in accord with Operator's prevailing practice. Any exception must be approved in writing by Operator. All such connections and related work will be at the expense of the Licensee, including any related costs incurred by Operator.

13. **Lost Articles.** Operator shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition or entertainment event given or held in the Facilities, and the Licensee or any person in Licensee's employ shall neither collect nor interfere with the collection or custody of such articles.

14. **Tours.** Operator reserves the right to conduct public tours of the Facilities during the period of occupancy in such a manner that the tours do not interfere with Licensee's event.

15. **Announcements.** Operator reserves the right to make such announcements as Operator deems necessary at any time in the interest of public safety.

16. **Advance Deliveries.** Operator shall not be obligated to accept delivery of Licensee's property addressed to Licensee at the Facilities except upon prior approval of Operator. Operator shall not be liable for damage to such property and Licensee shall indemnify and hold harmless Operator for and against any loss of or damage to such property and to any damage caused by such property to other persons or property.

17. **Signs and Posters.** The use, distribution and location of all signs, cards and posters are subject to Operator's review and control.

18. **Banners, Flags and Flagpoles.** The use of banners on the exterior of the Facilities is at the discretion of the Operator.

19. **Advertising.** All advertising of Licensee's event shall be accurate and true in all respects. All advertising space in the Facilities is the exclusive property of Operator. Advertising of events by Licensee in Facilities publications, readerboards or other advertising media under the control of Operator shall be provided as availability permits with no guarantee that such advertising space shall be available. The content of all advertising by Licensee is subject to approval by Operator in writing. All in-house publications and advertising in such publications are the exclusive property of Operator. Operator reserves the right to distribute its in-house publications to attendees within the Facilities.

As stated in the CPC (California Penal Code) section 556-556.1, Licensee may not unlawfully place, post, erect, or display any signs or other form of advertising on any public street or thoroughfare or on any private property which pertains to your contracted event at the Long Beach Convention & Entertainment Center. Failure to adhere to this provision may result in the cancellation of future bookings.

20. **Copyrights and Proprietary Material.** With respect to any Event at the Facilities, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works.

Operator's Initials

Licensee's Initials

Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. Licensee agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph.

Licensee further agrees hereby to provide to SMG any such compliance evidence as may be requested by SMG in advance of or after any such Event. Licensee agrees that the obtaining and maintaining of such evidence by Licensee is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless SMG and all other Indemnitees (as that term is defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

21. **Solicitations.** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior written approval of Operator.

22. **Opening Hours.** Licensee shall open doors for an event in accordance with advertised times.

23. **References.** Reference in these Rules and Regulations to "Operator" means SMG; to "City" refers to the City of Long Beach; and, to the "Agreement" or "License Agreement" refers to Operator's License Agreement for Long Beach Convention and Entertainment Center executed by Licensee. "Facility" refers to the facilities described in that Agreement. Other terms are defined in such License Agreement.

24. **Booth Cleaning.** Licensee may choose one of two options:

Option 1 – Operator will provide booth and aisle carpet cleaning services for the event. If this option is chosen, Operator will provide all cleaning services prior to, during, and upon completion of Licensee's event in all areas that are utilized including common areas, such as restrooms, lobby space, etc. (Tape removal will be billed back to Licensee's service contractor at the current prevailing rate).

Option 2 – Licensee will retain responsibility for booth and aisle carpet cleaning services. The premises are turned over to the Licensee under a "clean hall to clean hall" policy. Licensee will be responsible for the cleaning of areas including, but not limited to, areas utilized for purposes of offices or registration, loading dock(s), any Exhibit Hall floor space that is utilized, trash left in aisles or placed in receptacles located on the show floor, etc.. If Licensee fails to return the premises in a "clean hall" manner, including the removal of tape, Operator will perform the necessary services and it will be Licensee's responsibility to reimburse Operator for the costs that were incurred to provide such services.

Operator will maintain and clean all meeting rooms areas, rest rooms, lobby space and concession areas throughout the term of the License Agreement at no additional cost to Licensee.

Licensee shall notify Operator in writing no later than 30 days prior occupancy of which Option that will be utilized for booth cleaning.

25. **Show Badges.** Licensee agrees to provide ten (10) all access badges per day to Operator for each event or performance covered by this agreement. Such complimentary badges shall be of Operator's choice and supplied to Operator at its office at least ten (10) working days before the first day of the event.

26. **Non-Smoking Facility.** Licensee agrees to uphold the "Non-Smoking" policy as per the Long Beach City Ordinance No. C-6916, smoking is prohibited within the facility and will be held responsible for notifying its Exhibitors and Invitees.

27. **Novelty Fee.** Applies to any merchandise sold. Operator has exclusive to sell. Fee shall be 20/80 of gross receipts.

Operator's Initials

Licensee's Initials

28. **Audio Visual.** Projection Presentation Technology Inc. is the in-house preferred Audio-Visual and Computer equipment supplier at the Long Beach Convention & Entertainment Center. It is also important to note that Projection Inc. is the exclusive operator of all in-house sound systems in the meeting rooms, ballrooms, and exhibit halls. Projection Inc. is required to provide all labor, audio equipment and microphones fed to these "house" sound systems.

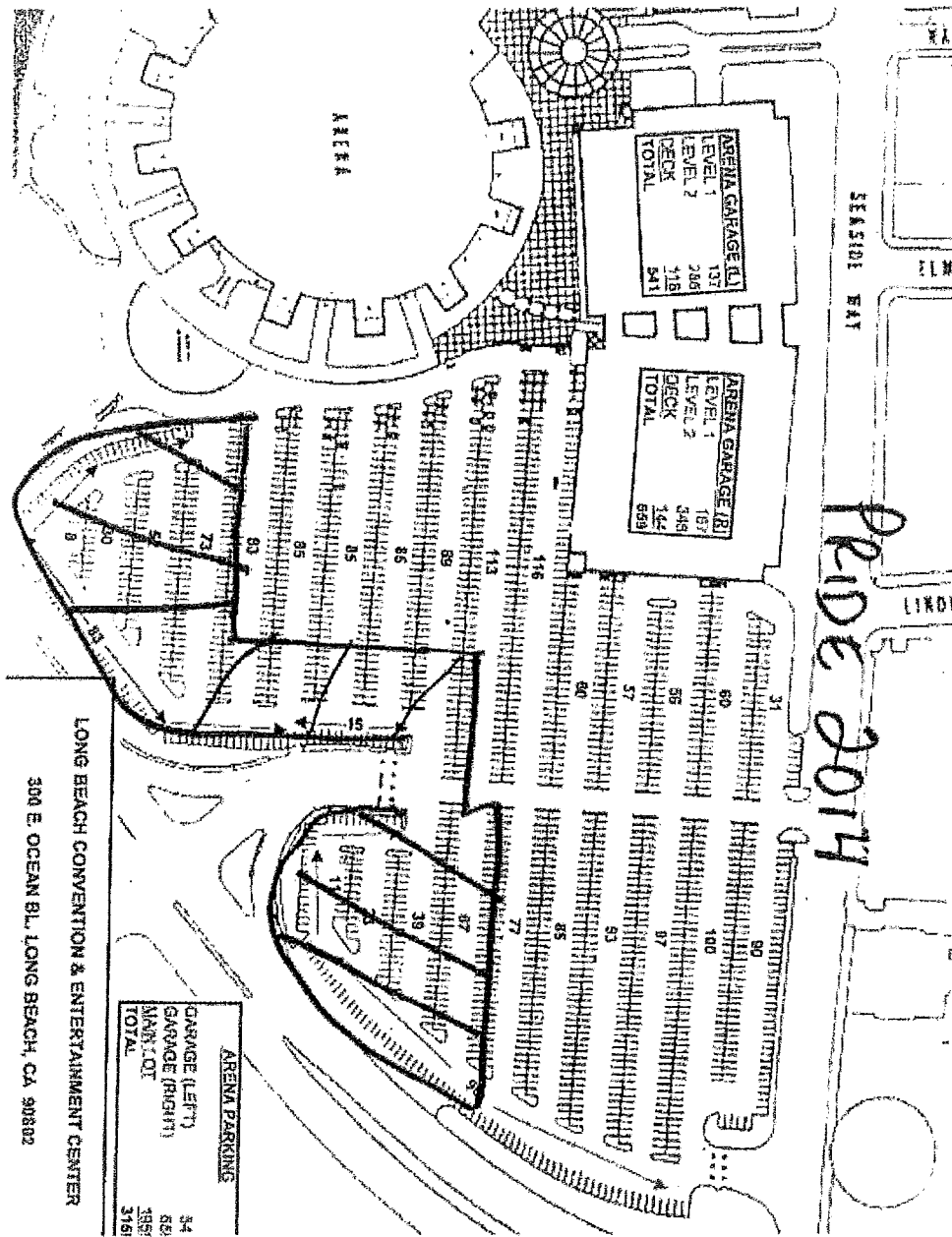
Projection Inc. requires a 50% deposit of all estimated expenses prepaid 30 days prior to the start of the event. The remaining estimated balance must be paid on or before the first event day of services to be provided. Any additional charges incurred on-site, up to 10% of original estimate, can be billed and paid net 30 days after the event. Overages greater than 10% must be paid for on-site by the final show date. Please contact our Projection Inc. in-house A/V Director at 562/499-7546 for a detailed estimate, or to discuss terms.

Revised: 12/12/06

**ADDENDUM (A) TO LICENSE AGREEMENT
FOR
LONG BEACH CONVENTION AND ENTERTAINMENT CENTER**

**LICENSE #752954
LONG BEACH LESBIAN & GAY PRIDE, INC.
LONG BEACH GAY & LESBIAN PRIDE FESTIVAL
MAY 15 - 19, 2014**

See the map of the Long Beach Arena Parking Lot which follows and labeled as "PRIDE 2014" which outlines the area to be utilized for the Special Event.



PRIDE 2014

Operator's Initials

Licensee's Initials

**ADDENDUM (B) TO LICENSE AGREEMENT
FOR
LONG BEACH CONVENTION AND ENTERTAINMENT CENTER**

**LICENSE #752954
LONG BEACH LESBIAN & GAY PRIDE, INC.
LONG BEACH GAY & LESBIAN PRIDE FESTIVAL
MAY 15 – 19, 2014**

This addendum is written to **MODIFY AND ADD** the following to License #752954

MODIFY: Authorized Areas to be utilized to be as follows:

- Thursday, May 15, 2014 to Monday, May 19, 2014 – 2,795 parking spaces for a fee of \$27,950.00
- See map – “PRIDE 2014”

ADD: Licensee shall be allowed to create and distribute parking passes for invitees to utilize approximately 559 parking spaces on Saturday, May 17, 2014 and Sunday, May 18, 2014. Licensee will be allowed to designate the parking area for invitees with parking passes through the use of bicycle fencing that shall be provided by Licensee at it's sole cost. Operator agrees to charge Licensee at a rate of \$10 per parking pass, which shall be considered to be payable at the conclusion of the event. Licensee agrees that Operator may utilize any unused parking spaces(s) within the area that Licensee designates at it's sole discretion for any reason and Operator shall completely retain any and all revenue that might be derived from the use of the unused parking spaces(s) by Operator.

All other terms, conditions and exceptions to License #752954 remain the same.

Please SIGN and RETURN addendum by **January 19, 2014**.

OPERATOR:

SMG

Charles F. Beirne, General Manager

Date

Operator's Initials

LICENSEE:

LONG BEACH LESBIAN & GAY PRIDE, INC.

Print Name & Title

Date

Licensee's Initials

**LICENSE AGREEMENT FOR LONG BEACH CONVENTION AND ENTERTAINMENT CENTER
SPECIAL EVENT**

License No.: 818206
Date Issued: December 18, 2014

THIS AGREEMENT is executed between SMG, ("Operator"), and LONG BEACH LESBIAN & GAY PRIDE, INC. ("Licensee")

RECITALS

- Operator manages, operates and maintains the Long Beach Convention and Entertainment Center (the "Center") on behalf of the City of Long Beach, a municipal corporation (the "City"), under rights granted by and obligations imposed under an agreement between the City and Operator.
- Licensee desires to use space in the Center for the purpose and upon the terms hereinafter provided.
- The Authorized Areas will be used by the Licensee and its authorized and approved exhibitors ("Exhibitors") and may be available to other persons ("Invitees").

NOW, THEREFORE, Operator hereby permits Licensee and Licensee agrees to use those areas of the Center as hereinafter described ("Authorized Areas") for the term, at the fees and upon the terms, covenants and conditions hereinafter set forth:

1. **Authorized Areas and Term.** Operator grants to Licensee permission to use the following described Authorized Areas at the Center, including corridors for ingress and egress, during the dates and times indicated. It is expected that the various events taking place during the Long Beach Gay & Lesbian Pride Festival will be held in an area of the parking lot located next to the Long Beach Arena that encompasses a total of 3,180 parking spaces and is outlined on Addendum (A) attached hereto (the "Arena Parking Lot").

EVENT: LONG BEACH LESBIAN & GAY PRIDE FESTIVAL

AREA/RENTAL CHARGES	DAY(S)	DATE(S)	HOUR(S)
Parking Lot for Gay & Lesbian Pride Festival* (See Addendum A for Location) / \$27,950	Thursday-Monday	May 14 – 18, 2015	7:00AM 5/14 –5:00PM 5/18 (Licensee agrees to make best efforts to vacate area earlier if possible)
Food & Beverage Waiver - \$3,000			


NO BORING, DRILLING OR ANY OTHER TYPE OF PENETRATION/DEFAACEMENT TO THE SURFACE OF THE LOT IS PERMITTED UNDER ANY CIRCUMSTANCES.

2. Fees. For the use of the Authorized Areas, Licensee shall pay to Operator:

(A) Minimum fee of: **THIRTY THOUSAND NINE HUNDRED FIFTY DOLLARS**

ADDENDUM(S): PLEASE SEE ATTACHED

MINIMUM BALANCE FOR DETERMINING DEPOSIT: \$30,950


Operator's Initials


Licensee's Initials

3. **Mode of Payment.** Licensee agrees to pay Operator at Operator's office in the Center, by certified or cashier's check payable to the Long Beach Convention and Entertainment Center as follows:

- 1) FIVE THOUSAND DOLLARS (\$5,000) DUE WITH SIGNED LICENSE AGREEMENT BY FEBRUARY 15, 2015
- 2) TWELVE THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS (\$12,975) DUE BY MAY 1, 2015.
- 3) TWELVE THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS (\$12,975) DUE BY JULY 1, 2015.

Licensee shall pay the balance of all fees and charges under Paragraphs 2 and 7 within thirty (30) days of invoice. If Licensee fails to pay any amounts when due under this agreement, it shall pay to Operator a late charge of 1.5% per month on the unpaid balance. Operator is not obligated to pay interest on any deposit called for by this agreement.

If requested by Operator at any time before the event, Licensee shall furnish to Operator a faithful performance bond or guaranty in an amount to be determined by Operator to insure that the Licensee performs all its obligations under this agreement. Such bond or guaranty shall be in a form approved by Operator and such bond or the Operator shall approve guaranty.

4. **Liquidated Damages.** If Licensee cancels any event covered by this agreement, Licensee agrees to pay the Operator the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages:

- (A) If Licensee cancels less than six (6) months before the first scheduled day of the event, the entire minimum balance as shown in paragraph 2 shall be payable to Operator as liquidated damages within ten (10) days of invoice.

5. **Use of Facilities.**


- (A) The Authorized Areas shall be used for an event to be called a Convention ("Event"), and only for the purpose of a Special Event. If requested by Operator, Licensee warrants that within the definition set forth below, the event will be a Convention or Trade Show.

A Special is an event, which is open in whole or in part to members of the general public and Operator's General Manager shall have full and final authority for defining whether an event is a Special Event.

(B) **Notice of Event Requirements: Floor Plans.**

No later than sixty (60) days before the first day of the event, Licensee shall provide the Long Beach Fire Department for approval by the Long Beach Fire Marshal, six (6) copies of a full and complete floor plan for the event, and, if requested, furnish a description of all electrical, communications systems, audio/visual requirements and plumbing work. Licensee shall provide Operator and the Long Beach Fire Department with all other information required by Operator concerning the event such as room or hall set-ups, staging, and Food and Beverage requirements no later than thirty (30) days before the first day move-in of the event. In no event will Operator or the Long Beach Fire Department be responsible for any injury, harm, or damage arising from the late delivery of any such information. If Licensee fails to provide this information as required it shall pay to Operator the cost of Operator's additional labor and any other fees arising from such delay. Operator shall be the sole judge of what additional labor or fees are required as a result of the delay.

Licensee acknowledges that it bears the sole risk of loss if it sells exhibit space before performing all of its obligations under this agreement, including but not limited to payment of all fees due under this agreement, obtaining Long Beach Fire Marshal's approval of floor plans, supplying certificates or policies of insurance pursuant to paragraph 8.


Operator's Initials


Licensee's Initials

- (C) **Licensee** shall not use the **Center** or permit it to be used by any employee, agent exhibitor or invitee:
- (i) For any illegal purpose;
 - (ii) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
 - (iii) In any manner which could weaken the insurance or increase the rate of insurance on the **Center**;
 - (iv) In any manner which constitutes any waste or nuisance;
 - (v) In any manner which causes injury to the **Center**; or
 - (vi) In violation of **Operator's** Rules and Regulations, as such may exist from time to time.
- (D) **Licensee** shall conduct business in the Authorized Areas in a dignified and orderly manner with full regard for public safety and in conformity with **Operator's** Fire and Safety Regulations as such may exist from time to time. **Licensee** agrees that it will not allow any employee, agent, Exhibitor or invitee at, in or about the **Center** who shall, upon reasonable, non-discriminatory grounds, be objected to by **Operator**, and such person's right to use the **Center** may be revoked immediately by **Operator**. More detailed rules relating to the use of the **Center** are contained in **Operator's** Facilities General Rules and Regulations. (Refer to Paragraph 26)

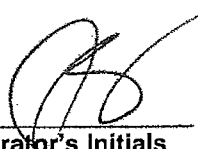
6. **Services Provided by Operator for Minimum Fee.** None.


7. **Other Services.** **Licensee** shall separately pay for all services, equipment, and personnel ("Services") not specifically covered by paragraph 6. **Licensee** must use and pay for **Operator**-provided crowd control, EMS, security, stagehands, sound equipment operators, trash removal, set-up and/or labor expressly not included in this agreement. **Operator** also provides certain other services at the **Center** on an exclusive basis. If **Operator** does not provide a type of service on an exclusive basis, **Licensee** may use other suppliers approved by **Operator**. No services may be used at or supplied to the **Center**, which are not furnished by an **Operator**-approved supplier. Notwithstanding anything to the contrary contained herein, at **Operator's** sole discretion, **Operator** may require **Licensee** to contract directly with, and be solely responsible for the payment of all fee and charges of the **Operator** approved suppliers of any Services described in paragraph 6 or 7 hereof that are utilized in the Authorized Areas.

Operator will provide **Licensee** with a written estimate of all charges for services to be provided by **Operator** and may revise such estimate from time to time. **Licensee** must deposit the total amount of the original estimate and any increases within 72 hours of delivery of notice.

8. **Insurance.** **Licensee**, at its cost, shall secure and maintain through the term of this agreement, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of **Licensee** and/or **Operator** and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with **Licensee's** obligations under this paragraph:

- (A) Worker's Compensation insurance in amounts not less than those required by State of California and as applicable, medical and disability insurance in a form and in an amount acceptable to **Operator** including all volunteers working for **Licensee**;
- (B) Employer's Liability insurance with limits not less than \$1,000,000 each accident;
- (C) Comprehensive Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); Written by an insurance company with an AM best rating of at least a VII;
- (D) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.


Operator's Initials


Licensee's Initials

Comprehensive Commercial General Liability and Automobile Liability insurance policies required by agreements for use of the **Center** shall name: (i) SMG, (ii) the City of Long Beach, their officers, agents and employees as additional insureds.

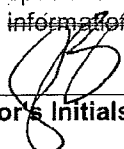
Certificates of Insurance. Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to Operator, shall be furnished to Operator sixty (60) days before the first day of the event. Certified copies of the Certificates of

Insurance or policies shall provide that they may not be cancelled without thirty (30) days advance written notice to Operator.

9. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend SMG, the City of Long Beach and their respective members, officers, directors, agents and employees ("Indemnified Parties") from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of **Licensee** or its employees, agents, subcontractors, Exhibitors, or invitees or any other person entering the **Center** with the implied or express permission of **Licensee**. Such indemnification by **Licensee** shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors.
10. **Waiver of Subrogation.** Licensee hereby waives any and every claim which arises or may arise in its favor and against **Operator** or the City during the term of this agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this agreement with respect to any loss or damage to property of **Licensee**.

Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), **Licensee** is advised to give to each insurance company written notice of the terms of such waiver and to have insurance policies properly endorsed, if necessary.
11. **Waiver of Claims.** Licensee assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by **Licensee** or any of its Exhibitors or Invitees. **Licensee** hereby waives any claims against **Operator** and the persons and Indemnified Parties described in paragraph 9 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors.
12. **Repair and Return of Facilities.** Licensee shall pay all costs to return the **Center** to **Operator** in the same conditions received, as well as any costs to repair or replace property at the **Center** damaged or lost during the term of this agreement, normal wear and tear excepted or unless the **Center** or property at the **Center** is damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors. This paragraph applies to any damages caused by I and D companies (see paragraph 29).
13. **Taxes and Fees.** Licensee agrees to pay promptly all sales, use, excise and any other taxes and any license fees which are required to be paid by **Licensee** to any governmental or accepted licensing authority and at **Operator's** request shall provide evidence of such payment to **Operator**.
14. ~~**Food and Beverage.** SMG Food Services is the exclusive food and beverage provider for both concessions and catering at the Long Beach Convention and Entertainment Center. SMG reserves the right to sell, at its discretion, food and beverage, including alcohol, in any unused space within the facility for this purpose.~~

~~SMG Food Services requires full payment for all catered services, at least three days prior to the first day of an event. The amount due will be based on total estimated catering orders for the entire event. Additional services ordered on site must be guaranteed by credit card or paid company check. Minimum guarantees may apply for special services, set ups and concessions. Please contact SMG Food Services at 562-499-7565 for further information.~~


Operator's Initials


Licensee's Initials

14. FOOD AND BEVERAGE. Licensee shall pay a \$3,000 waiver and be the sole and exclusive provider for food and beverages for the Event and all decisions regarding the choice of food and beverage vendors for the event shall be made solely and exclusively by Licensee. Licensee agrees to indemnify, hold harmless and defend SMG, the City of Long Beach and their respective members, officers, directors, agents and employees ("Indemnified Parties") from and against any and all liabilities, damages, actions, costs, losses, claims and expenses including attorney's fees and legal costs from any claims of any nature arising from the food and beverages provided by Licensee or its chosen vendors at the Event or arising from the actions of the food and beverage vendors chosen by Licensee and from any claim brought by the food and beverage vendors chosen by Licensee.

15. **Non-Discrimination.** Licensee agrees not to discriminate against any employee or any applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.

16. **Force Majeure.** Either party may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical:

Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, any law ordinance, rule or regulation.

In any such event such party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in the consideration which would otherwise be payable or otherwise due under this agreement.

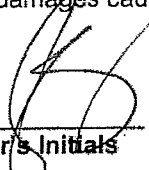
17. **Operator's Right of Entry.** In permitting the use of the Authorized Areas, Operator does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of Operator and City may enter the authorized areas at any time and on any occasion without any restrictions whatsoever. All space at the Center shall at all times be subject to Operator's right to control.


18. **Non-Exclusive Use.** Operator shall have the right to use or permit the use of any portion of the Center not granted to Licensee under this agreement to any person, firm, or entity regardless of the nature of the use of such other space. This right shall be subject to Operator's prudent business judgment.

19. **Abandonment or Vacation of Facility.** If any part of the Center covered by this agreement becomes vacant or is not used by Licensee, Operator may offer such space to others. In that event, all income from the relicensed space shall belong to Operator.

20. **Liens.** To secure Licensee's obligations hereunder, Licensee hereby grants Operator a first lien against property of Licensee at the Center and all accounts receivable. Operator shall have the right to impound Licensee's property at the Center. Should such unpaid charges remain unpaid for a period of thirty (30) days after invoicing, Operator shall have the right to sell such impounded property at public auction and to apply the cash proceeds from the auction to the retirement of such unpaid charges.

21. **Default.** If Licensee defaults in the performance of any of the terms or conditions of this agreement, or any other agreement between Licensee and Operator, including payment of fees and maintenance of required insurance in strict accordance with this agreement, then Operator, at its option, may immediately terminate this agreement by written notice to Licensee, whether or not Licensee has previously entered into contracts, including contracts for exhibit space, whereupon Licensee's rights and privileges under this agreement shall immediately terminate. Operator may also terminate any other contracts with Licensee. In addition, Licensee shall be liable for all damages caused by such default, including liquidated damages.


Operator's Initials


Licensee's Initials

22. **Suit to Enforce.** If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to endorse or seek damages with respect to a default under this agreement, the prevailing party shall be entitled to recover all damages provided by law or under this agreement and, in addition, all costs and reasonable attorney's fees.
23. **Cumulative Remedies.** All rights, powers and privileges conferred hereunder upon **Operator** shall be cumulative and shall not be restricted to those given by law.
24. **Assignment.** **Licensee** may not assign this agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without prior written consent of **Operator**. Any attempted assignment without the prior written consent of **Operator** shall be null and void.
25. **Notices.** Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally, or sent by first class mail, facsimile or by e-mail as follows:

To Operator: In care of **SMG**
at the **Long Beach Convention & Entertainment Center**

Attention: **Charles F. Beirne, General Manager**
300 E. Ocean Blvd.
Long Beach, CA 90802

To Licensee: At the office designated in the application for License or during the term of this agreement to the Authorized Area.

Mailed notice shall be deemed to have been given upon the deposit of same in any United States mail post office box, with postage prepaid, addressed as set forth above. The addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

26. **Rules and Regulations.** **Operator's** General Rules and Regulations and **Operator's** Public Safety are hereby incorporated into this agreement by reference. **Operator** reserves the right to change such rules and regulations in writing from time to time and will provide **Licensee** with such changed rules and regulations which shall be binding upon **Licensee**.
27. **Entire Agreement.** Except as provided in Paragraphs 26 and 30, this document contains or refers to the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No modification or amendment of this agreement shall be in force of effect unless in writing executed by all parties hereto.
28. **Headings.** The headings used in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.
29. **Installation and Dismantling Companies (I and D Companies).** **Licensee** assumes full responsibility for all acts or omissions of all I and D Companies providing services to **Licensee's** Exhibitors. **Licensee** will assure that such I and D Companies will fully comply with all terms and conditions of **Operator's** Rules and Regulations (see paragraph 26) and will be financially responsible for any non-compliance by I and D Companies.
30. **Hold Harmless Agreements.** Notwithstanding any other provision of this License, the City of Long Beach, and its successors, agrees to indemnify and hold harmless **Licensee** from any and all liability, claims, fines and penalties directly arising from non-compliance of the physical Authorized Areas with applicable laws.

Operator's Initials

Licensee's Initials

Neither City nor **Operator** will indemnify nor hold harmless any **Licensee** against, and **Licensee** shall be solely responsible for, any liability, claim, fine or penalty arising from any failure by **Licensee** to comply with any requirement of applicable law relating to or arising from non-permanent items including, but not limited to equipment or materials which are set up for the use of **Licensee**, its agents or other representatives of **Licensee**, or set up by **Operator** or City at the request and to the specification directed by **Licensee**.

Licensee agrees that it will use reasonable efforts in a timely manner to determine the needs and requirements of disabled persons who may be attending the event and in accordance with the rules and regulations promulgated by **Operator**, inform **Operator** of the results of its efforts and of the accessibility services the **Licensee** will provide to accommodate such disabled attendee(s) as well as what additional services and accommodations may be needed and/or requested from **Operator** and/or City in this regard.

RECEIPT OF RULES:

Licensee hereby acknowledges receipt of **Operator's** Facilities General Rules and Regulations and agrees to be bound by such Rules and Regulations.

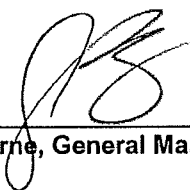
APPROVAL OF CONTRACT:

This agreement is not binding upon **Operator** until signed on behalf of **Operator**. It will be effective on the date that it is executed by **Operator**.

EXECUTED:

OPERATOR:
SMG

LICENSEE:
LONG BEACH LESBIAN & GAY PRIDE, INC.


By: 
Charles F. Beirne, General Manager

By: 

Print Name & Title: Bob Crow

Date: 2/4/15
MR 05/17/11

Date: 1/29/2015


Operator's Initials


Licensee's Initials

LONG BEACH CONVENTION AND ENTERTAINMENT CENTER

GENERAL RULES AND REGULATIONS

1. **Licenses or Permits.** If any governmental license or permit is required for the proper and lawful conduct of Licensee's business or other activity carried on, in or at the Authorized Areas or if failure to obtain such a license or permit might in any way affect the operations of the Facilities, then Licensee, at its own expense, shall obtain and maintain such license or permit and submit the same to inspection by Operator. Licensee, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.

2. **Compliance with Laws.** Licensee shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions, boards and officers and to conform in all respects with the City of Long Beach Fire Department Management Plan for the facilities as in effect from time to time, with particular reference to such Plan's Exhibition Guidelines.

3. **Failure to Vacate/Removal of Property.** Upon the expiration or sooner termination of the agreement hereof, Licensee shall immediately remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Facilities. Any such property not so removed shall be considered abandoned and, at Operator's option, be removed and stored by Operator at Licensee's expense or disposed of in any manner Operator deems expedient. Licensee hereby waives all claims for damage resulting from such removal, storage and disposal of such property and indemnifies Operator from any damages or costs including reasonable attorney's fees resulting from such storage and disposal.

4. **Protection of Facilities.** Licensee will not permit anyone to drive any nails, hooks, tacks or screws in any part of the Facilities or to alter the Facilities in any respect. Without limiting the above, Licensee will not permit anyone to affix any material to the walls, floors, doors or ceilings or to alter the Facilities in any respect without prior written approval by Operator. If, with or without Operator's approval, Licensee damages the Facilities it will pay Operator the cost of repair or replacement.

5. **Property of Operator.** Licensee may not use or transport any equipment, furnishings or other property belonging to Operator, or the City of Long Beach, to any place outside the Facility itself.

6. **Attendance Capacity.** In no event shall attendance be permitted in excess of the established capacity of the Authorized Areas. Licensee shall not admit a larger number of persons than can safely and freely move about in the Authorized Areas; the decision of the Operator and/or the Long Beach Fire Department in this respect shall be final.

7. **Evacuation of Facility.** If it becomes appropriate in the judgment of Operator to evacuate the premises because of a bomb threat or for other reasons of public safety, then, after such evacuation, the Licensee may continue to use the premises for sufficient time to complete presentation of the event without additional fees providing such time does not interfere with another Licensee. If it is not possible to complete presentation of the event, fees shall be prorated or adjusted at the discretion of the Operator and the Licensee hereby waives any claim for damages or compensation from the Operator.


8. **Designated Entrances.** All persons, articles, exhibits, fixtures, displays and property of every kind shall be brought into and out of the Facilities only at designated and approved entrances and exits. All such entrances and exits shall be subject to Operator's control.

9. **Crate Storage.** All crates and related materials shall, at Licensee's expense, be removed from the Authorized Areas before the opening day of Licensee's scheduled event.

10. **Flammable Materials.** No flammable materials, such as bunting, tissue paper, crepe papers, etc., will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and be in accordance with the Operator's Fire and Safety Rules and Regulations.

11. **Public Safety.** Licensee agrees not to bring onto the premises any material, substance, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a


Operator's Initials


Licensee's Initials

hazard to property thereon without the prior approval of the Operator. The Operator shall have the right to refuse any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

12. Utility Connections. Contracts for installation of electricity, plumbing or other utility services shall be made by Licensee with contractors designated by Operator in accord with Operator's prevailing practice. Any exception must be approved in writing by Operator. All such connections and related work will be at the expense of the Licensee, including any related costs incurred by Operator.

13. Lost Articles. Operator shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition or entertainment event given or held in the Facilities, and the Licensee or any person in Licensee's employ shall neither collect nor interfere with the collection or custody of such articles.

14. Tours. Operator reserves the right to conduct public tours of the Facilities during the period of occupancy in such a manner that the tours do not interfere with Licensee's event.

15. Announcements. Operator reserves the right to make such announcements as Operator deems necessary at any time in the interest of public safety.

16. Advance Deliveries. Operator shall not be obligated to accept delivery of Licensee's property addressed to Licensee at the Facilities except upon prior approval of Operator. Operator shall not be liable for damage to such property and Licensee shall indemnify and hold harmless Operator for and against any loss of or damage to such property and to any damage caused by such property to other persons or property.

17. Signs and Posters. The use, distribution and location of all signs, cards and posters are subject to Operator's review and control.

18. Banners, Flags and Flagpoles. The use of banners on the exterior of the Facilities is at the discretion of the Operator.

19. Advertising. All advertising of Licensee's event shall be accurate and true in all respects. All advertising space in the Facilities is the exclusive property of Operator. Advertising of events by Licensee in Facilities publications, readerboards or other advertising media under the control of Operator shall be provided as availability permits with no guarantee that such advertising space shall be available. The content of all advertising by Licensee is subject to approval by Operator in writing. All in-house publications and advertising in such publications are the exclusive property of Operator. Operator reserves the right to distribute its in-house publications to attendees within the Facilities.

As stated in the CPC (California Penal Code) section 556-556.1, Licensee may not unlawfully place, post, erect, or display any signs or other form of advertising on any public street or thoroughfare or on any private property which pertains to your contracted event at the Long Beach Convention & Entertainment Center. Failure to adhere to this provision may result in the cancellation of future bookings.

20. Copyrights and Proprietary Material. With respect to any Event at the Facilities, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works.

Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. Licensee agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph.

Licensee further agrees hereby to provide to SMG any such compliance evidence as may be requested by SMG in advance of or after any such Event. Licensee agrees that the obtaining and maintaining of such evidence by Licensee is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless SMG and all other Indemnitees (as that term is defined in this Agreement) of and from all and all manner of Losses arising in any way

Operator's Initials

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Licensee's Initials

from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

21. **Solicitations.** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior written approval of Operator.

22. **Opening Hours.** Licensee shall open doors for an event in accordance with advertised times.

23. **References.** Reference in these Rules and Regulations to "Operator" means SMG; to "City" refers to the City of Long Beach; and, to the "Agreement" or "License Agreement" refers to Operator's License Agreement for Long Beach Convention and Entertainment Center executed by Licensee. "Facility" refers to the facilities described in that Agreement. Other terms are defined in such License Agreement.

24. **Booth Cleaning.** Licensee may choose one of two options:

Option 1 –Operator will provide booth and aisle carpet cleaning services for the event. If this option is chosen, Operator will provide all cleaning services prior to, during, and upon completion of Licensee's event in all areas that are utilized including common areas, such as restrooms, lobby space, etc. (Tape removal will be billed back to Licensee's service contractor at the current prevailing rate).

Option 2 – Licensee will retain responsibility for booth and aisle carpet cleaning services. The premises are turned over to the Licensee under a "clean hall to clean hall" policy. Licensee will be responsible for the cleaning of areas including, but not limited to, areas utilized for purposes of offices or registration, loading dock(s); any Exhibit Hall floor space that is utilized, trash left in aisles or placed in receptacles located on the show floor, etc.. If Licensee fails to return the premises in a "clean hall" manner, including the removal of tape, Operator will perform the necessary services and it will be Licensee's responsibility to reimburse Operator for the costs that were incurred to provide such services.

Operator will maintain and clean all meeting rooms areas, rest rooms, lobby space and concession areas throughout the term of the License Agreement at no additional cost to Licensee.

Licensee shall notify Operator in writing no later than 30 days prior occupancy of which Option that will be utilized for booth cleaning.

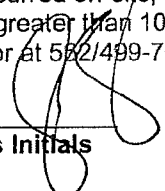
25. **Show Badges.** Licensee agrees to provide ten (10) all access badges per day to Operator for each event or performance covered by this agreement. Such complimentary badges shall be of Operator's choice and supplied to Operator at its office at least ten (10) working days before the first day of the event.

26. **Non-Smoking Facility.** Licensee agrees to uphold the "Non-Smoking" policy as per the Long Beach City Ordinance No. C-6916, smoking is prohibited within the facility and will be held responsible for notifying its Exhibitors and Invitees.

27. **Novelty Fee.** Applies to any merchandise sold. Operator has exclusive to sell. Fee shall be 20/80 of gross receipts.

28. **Audio Visual.** Projection Presentation Technology Inc. is the in-house preferred Audio-Visual and Computer equipment supplier at the Long Beach Convention & Entertainment Center. It is also important to note that Projection Inc. is the exclusive operator of all in-house sound systems in the meeting rooms, ballrooms, and exhibit halls. Projection Inc. is required to provide all labor, audio equipment and microphones fed to these "house" sound systems.

Projection Inc. requires a 50% deposit of all estimated expenses prepaid 30 days prior to the start of the event. The remaining estimated balance must be paid on or before the first event day of services to be provided. Any additional charges incurred on-site, up to 10% of original estimate, can be billed and paid net 30 days after the event. Overages greater than 10% must be paid for on-site by the final show date. Please contact our Projection Inc. in-house A/V Director at 562/499-7546 for a detailed estimate, or to discuss terms.

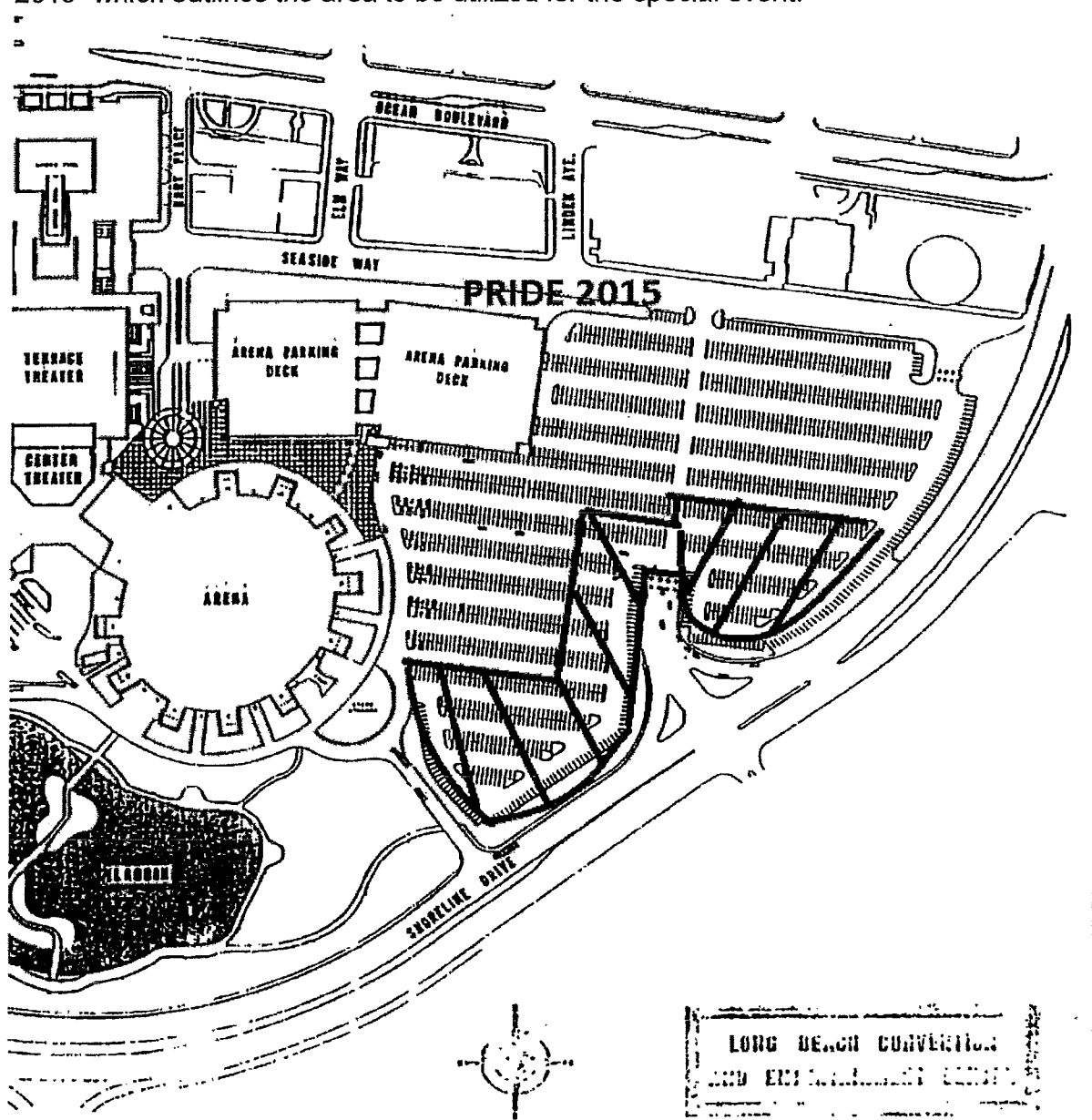

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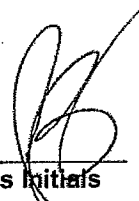

Licensee's Initials

ADDENDUM (A) TO LICENSE AGREEMENT
FOR
LONG BEACH CONVENTION AND ENTERTAINMENT CENTER

LICENSE #818206
LONG BEACH LESBIAN & GAY PRIDE, INC.
LONG BEACH GAY & LESBIAN PRIDE FESTIVAL
MAY 14 - 18, 2015

See the map of the Long Beach Arena Parking Lot which follows and labeled as "PRIDE 2015" which outlines the area to be utilized for the special event.




Operator's Initials


Licensee's Initials

**ADDENDUM (B) TO LICENSE AGREEMENT
FOR
LONG BEACH CONVENTION AND ENTERTAINMENT CENTER**

**LICENSE #818206
LONG BEACH LESBIAN & GAY PRIDE, INC.
LONG BEACH GAY & LESBIAN PRIDE FESTIVAL
MAY 14 – 18, 2015**

This addendum is written to **MODIFY AND ADD** the following to License #818206

MODIFY: Authorized Areas to be utilized to be as follows:

- Thursday, May 14, 2015 to Monday, May 18, 2015 – 2,795 parking spaces for a fee of \$27,950
- See map – "PRIDE 2015"

ADD: Licensee shall be allowed to create and distribute parking passes for invitees to utilize approximately 559 parking spaces on Saturday, May 16, 2015 and Sunday, May 17, 2015. Licensee will be allowed to designate the parking area for invitees with parking passes through the use of bicycle fencing that shall be provided by Licensee at it's sole cost. Operator agrees to charge Licensee at a rate of \$10 per parking pass, which shall be considered to be payable at the conclusion of the event. Licensee agrees that Operator may utilize any unused parking spaces(s) within the area that Licensee designates at it's sole discretion for any reason and Operator shall completely retain any and all revenue that might be derived from the use of the unused parking spaces(s) by Operator.

All other terms, conditions and exceptions to License #818206 remain the same.

Please SIGN and RETURN addendum by **January 19, 2015**.

OPERATOR:

SMG

Charles F. Beirne, General Manager

Date

2/4/15

LICENSEE:

LONG BEACH LESBIAN & GAY PRIDE, INC.

CO. President Bob ~~Crow~~
Print Name & Title

Date

Bob Crow
1/29/2015

Operator's Initials

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Licensee's Initials

**LICENSE AGREEMENT FOR LONG BEACH CONVENTION AND ENTERTAINMENT CENTER
SPECIAL EVENT**

License No.: 916283
Date Issued: February 5, 2016

THIS AGREEMENT is executed between SMG, ("Operator"), and LONG BEACH LESBIAN & GAY PRIDE, INC. ("Licensee")

RECITALS

- Operator manages, operates and maintains the Long Beach Convention and Entertainment Center (the "Center") on behalf of the City of Long Beach, a municipal corporation (the "City"), under rights granted by and obligations imposed under an agreement between the City and Operator.
- Licensee desires to use space in the Center for the purpose and upon the terms hereinafter provided.
- The Authorized Areas will be used by the Licensee and its authorized and approved exhibitors ("Exhibitors") and may be available to other persons ("Invitees").

NOW, THEREFORE, Operator hereby permits Licensee and Licensee agrees to use those areas of the Center as hereinafter described ("Authorized Areas") for the term, at the fees and upon the terms, covenants and conditions hereinafter set forth:

1. **Authorized Areas and Term.** Operator grants to Licensee permission to use the following described Authorized Areas at the Center, ~~including corridors for ingress and egress~~, during the dates and times indicated. It is expected that the various events taking place during the Long Beach Gay & Lesbian Pride Festival will be held in an area of the parking lot located next to the Long Beach Arena that encompasses a total of 230 parking spaces and is outlined on Addendum (A) attached hereto (the "Arena Parking Lot").

EVENT: LONG BEACH LESBIAN & GAY PRIDE FESTIVAL

AREA/RENTAL CHARGES	DAY(S)	DATE(S)	MOVE-IN / MOVE-OUT
Parking Lot for Gay & Lesbian Pride Festival* (See Addendum A for Location) / \$10,350	THU-MON	MAY 19-23, 2016	7:00AM 5/19-9:00AM* 5/23

Food & Beverage Waiver -\$3,000

*Operator has discounted rent for Monday based on parking area vacating no later than 9:00AM. Should authorized area not vacate by 9:00AM, an additional rental of \$1,150 will billed to Licensee.


NO BORING, DRILLING OR ANY OTHER TYPE OF PENETRATION/DEFACEMENT TO THE SURFACE OF THE LOT IS PERMITTED UNDER ANY CIRCUMSTANCES.


2. Fees. For the use of the Authorized Areas, Licensee shall pay to Operator:

(A) Minimum fee of: **THIRTEEN THOUSAND THREE HUNDRED FIFTY DOLLARS**

ADDENDUM(S): PLEASE SEE ATTACHED

MINIMUM BALANCE FOR DETERMINING DEPOSIT: \$13,350


Operator's Initials


Licensee's Initials

3. **Mode of Payment.** Licensee agrees to pay Operator at Operator's office in the Center, by certified or cashier's check payable to the Long Beach Convention and Entertainment Center as follows:

- 1) **FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$4,450) DUE WITH SIGNED LICENSE AGREEMENT BY FEBRUARY 26, 2016**
- 2) **FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$4,450) DUE BY MAY 1, 2016.**
- 3) **FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$4,450) DUE BY JULY 1, 2016.**

Licensee shall pay the balance of all fees and charges under Paragraphs 2 and 7 within thirty (30) days of invoice. If Licensee fails to pay any amounts when due under this agreement, it shall pay to Operator a late charge of 1.5% per month on the unpaid balance. Operator is not obligated to pay interest on any deposit called for by this agreement.

If requested by Operator at any time before the event, Licensee shall furnish to Operator a faithful performance bond or guaranty in an amount to be determined by Operator to insure that the Licensee performs all its obligations under this agreement. Such bond or guaranty shall be in a form approved by Operator and such bond or the Operator shall approve guaranty.

4. **Liquidated Damages.** If Licensee cancels any event covered by this agreement, Licensee agrees to pay the Operator the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages:

- (A) If Licensee cancels less than six (6) months before the first scheduled day of the event, the entire minimum balance as shown in paragraph 2 shall be payable to Operator as liquidated damages within ten (10) days of invoice.

5. **Use of Facilities.**

- (A) The Authorized Areas shall be used for an event to be called a Convention ("Event"), and only for the purpose of a Special Event. If requested by Operator, Licensee warrants that within the definition set forth below, the event will be a Convention or Trade Show.

A Special is an event, which is open in whole or in part to members of the general public and Operator's General Manager shall have full and final authority for defining whether an event is a Special Event.

- (B) **Notice of Event Requirements: Floor Plans.**

No later than sixty (60) days before the first day of the event, Licensee shall provide the Long Beach Fire Department for approval by the Long Beach Fire Marshal, six (6) copies of a full and complete floor plan for the event, and, if requested, furnish a description of all electrical, communications systems, audiovisual requirements and plumbing work. Licensee shall provide Operator and the Long Beach Fire Department with all other information required by Operator concerning the event such as room or hall set-ups, staging, and Food and Beverage requirements no later than thirty (30) days before the first day move-in of the event. In no event will Operator or the Long Beach Fire Department be responsible for any injury, harm, or damage arising from the late delivery of any such information. If Licensee fails to provide this information as required it shall pay to Operator the cost of Operator's additional labor and any other fees arising from such delay. Operator shall be the sole judge of what additional labor or fees are required as a result of the delay.

Licensee acknowledges that it bears the sole risk of loss if it sells exhibit space before performing all of its obligations under this agreement, including but not limited to payment of all fees due under this agreement, obtaining Long Beach Fire Marshal's approval of floor plans, supplying certificates or policies of insurance pursuant to paragraph 8.



Operator's Initials



Licensee's Initials

- (C) **Licensee** shall not use the **Center** or permit it to be used by any employee, agent exhibitor or invitee:
- (i) For any illegal purpose;
 - (ii) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
 - (iii) In any manner which could weaken the insurance or increase the rate of insurance on the **Center**;
 - (iv) In any manner which constitutes any waste or nuisance;
 - (v) In any manner which causes injury to the **Center**; or
 - (vi) In violation of **Operator's** Rules and Regulations, as such may exist from time to time.
- (D) **Licensee** shall conduct business in the Authorized Areas in a dignified and orderly manner with full regard for public safety and in conformity with **Operator's** Fire and Safety Regulations as such may exist from time to time. **Licensee** agrees that it will not allow any employee, agent, Exhibitor or invitee at, in or about the **Center** who shall, upon reasonable, non-discriminatory grounds, be objected to by **Operator**, and such person's right to use the **Center** may be revoked immediately by **Operator**. More detailed rules relating to the use of the **Center** are contained in **Operator's** Facilities General Rules and Regulations. (Refer to Paragraph 26)

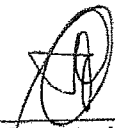
6. **Services Provided by Operator for Minimum Fee.** None.


7. **Other Services.** **Licensee** shall separately pay for all services, equipment, and personnel ("Services") not specifically covered by paragraph 6. **Licensee** must use and pay for **Operator**-provided crowd control, EMS, security, stagehands, sound equipment operators, trash removal, set-up and/or labor expressly not included in this agreement. **Operator** also provides certain other services at the **Center** on an exclusive basis. If **Operator** does not provide a type of service on an exclusive basis, **Licensee** may use other suppliers approved by **Operator**. No services may be used at or supplied to the **Center**, which are not furnished by an **Operator**-approved supplier. Notwithstanding anything to the contrary contained herein, at **Operator's** sole discretion, **Operator** may require **Licensee** to contract directly with, and be solely responsible for the payment of all fee and charges of the **Operator** approved suppliers of any **Services** described in paragraph 6 or 7 hereof that are utilized in the Authorized Areas.

Operator will provide **Licensee** with a written estimate of all charges for services to be provided by **Operator** and may revise such estimate from time to time. **Licensee** must deposit the total amount of the original estimate and any increases within 72 hours of delivery of notice.

8. **Insurance.** **Licensee**, at its cost, shall secure and maintain through the term of this agreement, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of **Licensee** and/or **Operator** and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with **Licensee's** obligations under this paragraph:

- (A) Worker's Compensation insurance in amounts not less than those required by State of California and as applicable, medical and disability insurance in a form and in an amount acceptable to **Operator** including all volunteers working for **Licensee**;
- (B) Employer's Liability insurance with limits not less than \$1,000,000 each accident;
- (C) Comprehensive Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); Written by an insurance company with an AM best rating of at least a VII;
- (D) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.


Operator's Initials


Licensee's Initials

Comprehensive Commercial General Liability and Automobile Liability insurance policies required by agreements for use of the **Center** shall name: (i) SMG, (ii) the City of Long Beach, their officers, agents and employees as additional insureds.

Certificates of Insurance. Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to Operator, shall be furnished to Operator sixty (60) days before the first day of the event. Certified copies of the Certificates of

Insurance or policies shall provide that they may not be cancelled without thirty (30) days advance written notice to Operator.

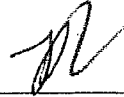
9. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend SMG, the City of Long Beach and their respective members, officers, directors, agents and employees ("Indemnified Parties") from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of Licensee or its employees, agents, subcontractors, Exhibitors, or invitees or any other person entering the **Center** with the implied or express permission of Licensee. Such indemnification by Licensee shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors.
10. **Waiver of Subrogation.** Licensee hereby waives any and every claim which arises or may arise in its favor and against **Operator** or the City during the term of this agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this agreement with respect to any loss or damage to property of Licensee.

Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Licensee is advised to give to each insurance company written notice of the terms of such waiver and to have insurance policies properly endorsed, if necessary.

11. **Waiver of Claims.** Licensee assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by Licensee or any of its Exhibitors or Invitees. Licensee hereby waives any claims against **Operator** and the persons and Indemnified Parties described in paragraph 9 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors.
12. **Repair and Return of Facilities.** Licensee shall pay all costs to return the **Center** to **Operator** in the same conditions received, as well as any costs to repair or replace property at the **Center** damaged or lost during the term of this agreement, normal wear and tear excepted or unless the **Center** or property at the **Center** is damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of **Operator**, its employees or subcontractors. This paragraph applies to any damages caused by I and D companies (see paragraph 29).
13. **Taxes and Fees.** Licensee agrees to pay promptly all sales, use, excise and any other taxes and any license fees which are required to be paid by Licensee to any governmental or accepted licensing authority and at **Operator's** request shall provide evidence of such payment to **Operator**.
14. ~~**Food and Beverage.** SMG Food Services is the exclusive food and beverage provider for both concessions and catering at the Long Beach Convention and Entertainment Center. SMG reserves the right to sell, at its discretion, food and beverage, including alcohol, in any unused space within the facility for this purpose.~~

~~SMG Food Services requires full payment for all catered services, at least three days prior to the first day of an event. The amount due will be based on total estimated catering orders for the entire event. Additional services ordered on-site must be guaranteed by credit card or paid company check. Minimum guarantees may apply for special services, set-ups and concessions. Please contact SMG Food Services at 562-499-7565 for further information.~~


Operator's Initials


Licensee's Initials

14. FOOD AND BEVERAGE. Licensee shall pay a \$3,000 waiver and be the sole and exclusive provider for food and beverages for the Event and all decisions regarding the choice of food and beverage vendors for the event shall be made solely and exclusively by Licensee. Licensee agrees to indemnify, hold harmless and defend SMG, the City of Long Beach and their respective members, officers, directors, agents and employees ("Indemnified Parties") from and against any and all liabilities, damages, actions, costs, losses, claims and expenses including attorney's fees and legal costs from any claims of any nature arising from the food and beverages provided by Licensee or its chosen vendors at the Event or arising from the actions of the food and beverage vendors chosen by Licensee and from any claim brought by the food and beverage vendors chosen by Licensee.

15. **Non-Discrimination.** Licensee agrees not to discriminate against any employee or any applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.

16. **Force Majeure.** Either party may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical:

Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, any law ordinance, rule or regulation.

In any such event such party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in the consideration which would otherwise be payable or otherwise due under this agreement.

17. **Operator's Right of Entry.** In permitting the use of the Authorized Areas, Operator does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of Operator and City may enter the authorized areas at any time and on any occasion without any restrictions whatsoever. All space at the Center shall at all times be subject to Operator's right to control.

18. **Non-Exclusive Use.** Operator shall have the right to use or permit the use of any portion of the Center not granted to Licensee under this agreement to any person, firm, or entity regardless of the nature of the use of such other space. This right shall be subject to Operator's prudent business judgment.

19. **Abandonment or Vacation of Facility.** If any part of the Center covered by this agreement becomes vacant or is not used by Licensee, Operator may offer such space to others. In that event, all income from the relicensed space shall belong to Operator.

20. **Liens.** To secure Licensee's obligations hereunder, Licensee hereby grants Operator a first lien against property of Licensee at the Center and all accounts receivable. Operator shall have the right to impound Licensee's property at the Center. Should such unpaid charges remain unpaid for a period of thirty (30) days after invoicing, Operator shall have the right to sell such impounded property at public auction and to apply the cash proceeds from the auction to the retirement of such unpaid charges.

21. **Default.** If Licensee defaults in the performance of any of the terms or conditions of this agreement, or any other agreement between Licensee and Operator, including payment of fees and maintenance of required insurance in strict accordance with this agreement, then Operator, at its option, may immediately terminate this agreement by written notice to Licensee, whether or not Licensee has previously entered into contracts, including contracts for exhibit space, whereupon Licensee's rights and privileges under this agreement shall immediately terminate. Operator may also terminate any other contracts with Licensee. In addition, Licensee shall be liable for all damages caused by such default, including liquidated damages.



Operator's Initials



Licensee's Initials

22. **Suit to Enforce.** If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to endorse or seek damages with respect to a default under this agreement, the prevailing party shall be entitled to recover all damages provided by law or under this agreement and, in addition, all costs and reasonable attorney's fees.
23. **Cumulative Remedies.** All rights, powers and privileges conferred hereunder upon **Operator** shall be cumulative and shall not be restricted to those given by law.
24. **Assignment.** **Licensee** may not assign this agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without prior written consent of **Operator**. Any attempted assignment without the prior written consent of **Operator** shall be null and void.
25. **Notices.** Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally, or sent by first class mail, facsimile or by e-mail as follows:

To Operator: In care of **SMG**
at the **Long Beach Convention & Entertainment Center**

Attention: **Charles F. Beirne, General Manager**
300 E. Ocean Blvd.
Long Beach, CA 90802

To Licensee: Mike Iacono, Festival Setup/Beverage
LONG BEACH LESBIAN & GAY PRIDE, INC.
PO BOX 2050
Long Beach, CA 90801

Mailed notice shall be deemed to have been given upon the deposit of same in any United States mail post office box, with postage prepaid, addressed as set forth above. The addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

26. **Rules and Regulations.** **Operator's** General Rules and Regulations and **Operator's** Public Safety are hereby incorporated into this agreement by reference. **Operator** reserves the right to change such rules and regulations in writing from time to time and will provide **Licensee** with such changed rules and regulations which shall be binding upon **Licensee**.
27. **Entire Agreement.** Except as provided in Paragraphs 26 and 30, this document contains or refers to the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No modification or amendment of this agreement shall be in force of effect unless in writing executed by all parties hereto.
28. **Headings.** The headings used in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.
29. **Installation and Dismantling Companies (I and D Companies).** **Licensee** assumes full responsibility for all acts or omissions of all I and D Companies providing services to **Licensee's** Exhibitors. **Licensee** will assure that such I and D Companies will fully comply with all terms and conditions of **Operator's** Rules and Regulations (see paragraph 26) and will be financially responsible for any non-compliance by I and D Companies.



Operator's Initials



Licensee's Initials

30. **Hold Harmless Agreements.** Notwithstanding any other provision of this License, the City of Long Beach, and its successors, agrees to indemnify and hold harmless **Licensee** from any and all liability, claims, fines and penalties directly arising from non-compliance of the physical Authorized Areas with applicable laws.

Neither City nor **Operator** will indemnify nor hold harmless any **Licensee** against, and **Licensee** shall be solely responsible for, any liability, claim, fine or penalty arising from any failure by **Licensee** to comply with any requirement of applicable law relating to or arising from non-permanent items including, but not limited to equipment or materials which are set up for the use of **Licensee**, its agents or other representatives of **Licensee**, or set up by **Operator** or City at the request and to the specification directed by **Licensee**.

Licensee agrees that it will use reasonable efforts in a timely manner to determine the needs and requirements of disabled persons who may be attending the event and in accordance with the rules and regulations promulgated by **Operator**, inform **Operator** of the results of its efforts and of the accessibility services the **Licensee** will provide to accommodate such disabled attendee(s) as well as what additional services and accommodations may be needed and/or requested from **Operator** and/or City in this regard.

RECEIPT OF RULES:

Licensee hereby acknowledges receipt of **Operator's** Facilities General Rules and Regulations and agrees to be bound by such Rules and Regulations.

APPROVAL OF CONTRACT:

This agreement is not binding upon **Operator** until signed on behalf of **Operator**. It will be effective on the date that it is executed by **Operator**.

EXECUTED:

OPERATOR:
SMG

LICENSEE:
LONG BEACH LESBIAN & GAY PRIDE, INC.


By: 
Charles F. Beirne, General Manager


By: 

Print Name & Title: FRANK RUBIO President

Date: 3/18/16

Date: 3-16-16


Operator's Initials


Licensee's Initials

LONG BEACH CONVENTION AND ENTERTAINMENT CENTER

GENERAL RULES AND REGULATIONS

1. **Licenses or Permits.** If any governmental license or permit is required for the proper and lawful conduct of Licensee's business or other activity carried on, in or at the Authorized Areas or if failure to obtain such a license or permit might in any way affect the operations of the Facilities, then Licensee, at its own expense, shall obtain and maintain such license or permit and submit the same to inspection by Operator. Licensee, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.
2. **Compliance with Laws.** Licensee shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions, boards and officers and to conform in all respects with the City of Long Beach Fire Department Management Plan for the facilities as in effect from time to time, with particular reference to such Plan's Exhibition Guidelines.
3. **Failure to Vacate/Removal of Property.** Upon the expiration or sooner termination of the agreement hereof, Licensee shall immediately remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Facilities. Any such property not so removed shall be considered abandoned and, at Operator's option, be removed and stored by Operator at Licensee's expense or disposed of in any manner Operator deems expedient. Licensee hereby waives all claims for damage resulting from such removal, storage and disposal of such property and indemnifies Operator from any damages or costs including reasonable attorney's fees resulting from such storage and disposal.
4. **Protection of Facilities.** Licensee will not permit anyone to drive any nails, hooks, tacks or screws in any part of the Facilities or to alter the Facilities in any respect. Without limiting the above, Licensee will not permit anyone to affix any material to the walls, floors, doors or ceilings or to alter the Facilities in any respect without prior written approval by Operator. If, with or without Operator's approval, Licensee damages the Facilities it will pay Operator the cost of repair or replacement.
5. **Property of Operator.** Licensee may not use or transport any equipment, furnishings or other property belonging to Operator, or the City of Long Beach, to any place outside the Facility itself.
6. **Attendance Capacity.** In no event shall attendance be permitted in excess of the established capacity of the Authorized Areas. Licensee shall not admit a larger number of persons than can safely and freely move about in the Authorized Areas; the decision of the Operator and/or the Long Beach Fire Department in this respect shall be final.
7. **Evacuation of Facility.** If it becomes appropriate in the judgment of Operator to evacuate the premises because of a bomb threat or for other reasons of public safety, then, after such evacuation, the Licensee may continue to use the premises for sufficient time to complete presentation of the event without additional fees providing such time does not interfere with another Licensee. If it is not possible to complete presentation of the event, fees shall be prorated or adjusted at the discretion of the Operator and the Licensee hereby waives any claim for damages or compensation from the Operator.
8. **Designated Entrances.** All persons, articles, exhibits, fixtures, displays and property of every kind shall be brought into and out of the Facilities only at designated and approved entrances and exits. All such entrances and exits shall be subject to Operator's control.
9. **Crate Storage.** All crates and related materials shall, at Licensee's expense, be removed from the Authorized Areas before the opening day of Licensee's scheduled event.
10. **Flammable Materials.** No flammable materials, such as bunting, tissue paper, crepe papers, etc., will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and be in accordance with the Operator's Fire and Safety Rules and Regulations.


Operator's Initials


Licensee's Initials

11. **Public Safety.** Licensee agrees not to bring onto the premises any material, substance, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the Operator. The Operator shall have the right to refuse any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

12. **Utility Connections.** Contracts for installation of electricity, plumbing or other utility services shall be made by Licensee with contractors designated by Operator in accord with Operator's prevailing practice. Any exception must be approved in writing by Operator. All such connections and related work will be at the expense of the Licensee, including any related costs incurred by Operator.

13. **Lost Articles.** Operator shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition or entertainment event given or held in the Facilities, and the Licensee or any person in Licensee's employ shall neither collect nor interfere with the collection or custody of such articles.

14. **Tours.** Operator reserves the right to conduct public tours of the Facilities during the period of occupancy in such a manner that the tours do not interfere with Licensee's event.

15. **Announcements.** Operator reserves the right to make such announcements as Operator deems necessary at any time in the interest of public safety.

16. **Advance Deliveries.** Operator shall not be obligated to accept delivery of Licensee's property addressed to Licensee at the Facilities except upon prior approval of Operator. Operator shall not be liable for damage to such property and Licensee shall indemnify and hold harmless Operator for and against any loss of or damage to such property and to any damage caused by such property to other persons or property.

17. **Signs and Posters.** The use, distribution and location of all signs, cards and posters are subject to Operator's review and control.

18. **Banners, Flags and Flagpoles.** The use of banners on the exterior of the Facilities is at the discretion of the Operator.

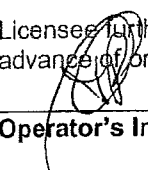
19. **Advertising.** All advertising of Licensee's event shall be accurate and true in all respects. All advertising space in the Facilities is the exclusive property of Operator. Advertising of events by Licensee in Facilities publications, readerboards or other advertising media under the control of Operator shall be provided as availability permits with no guarantee that such advertising space shall be available. The content of all advertising by Licensee is subject to approval by Operator in writing. All in-house publications and advertising in such publications are the exclusive property of Operator. Operator reserves the right to distribute its in-house publications to attendees within the Facilities.

As stated in the CPC (California Penal Code) section 556-556.1, Licensee may not unlawfully place, post, erect, or display any signs or other form of advertising on any public street or thoroughfare or on any private property which pertains to your contracted event at the Long Beach Convention & Entertainment Center. Failure to adhere to this provision may result in the cancellation of future bookings.

20. **Copyrights and Proprietary Material.** With respect to any Event at the Facilities, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works.

Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. Licensee agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph.

Licensee further agrees hereby to provide to SMG any such compliance evidence as may be requested by SMG in advance of or after any such Event. Licensee agrees that the obtaining and maintaining of such evidence by Licensee is


Operator's Initials


Licensee's Initials

a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless SMG and all other Indemnitees (as that term is defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

21. **Solicitations.** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior written approval of Operator.

22. **Opening Hours.** Licensee shall open doors for an event in accordance with advertised times.

23. **References.** Reference in these Rules and Regulations to "Operator" means SMG; to "City" refers to the City of Long Beach; and, to the "Agreement" or "License Agreement" refers to Operator's License Agreement for Long Beach Convention and Entertainment Center executed by Licensee. "Facility" refers to the facilities described in that Agreement. Other terms are defined in such License Agreement.

24. **Booth Cleaning.** Licensee may choose one of two options:

Option 1 –Operator will provide booth and aisle carpet cleaning services for the event. If this option is chosen, Operator will provide all cleaning services prior to, during, and upon completion of Licensee's event in all areas that are utilized including common areas, such as restrooms, lobby space, etc. (Tape removal will be billed back to Licensee's service contractor at the current prevailing rate).

Option 2 – Licensee will retain responsibility for booth and aisle carpet cleaning services. The premises are turned over to the Licensee under a "clean hall to clean hall" policy. Licensee will be responsible for the cleaning of areas including, but not limited to, areas utilized for purposes of offices or registration, loading dock(s), any Exhibit Hall floor space that is utilized, trash left in aisles or placed in receptacles located on the show floor, etc.. If Licensee fails to return the premises in a "clean hall" manner, including the removal of tape, Operator will perform the necessary services and it will be Licensee's responsibility to reimburse Operator for the costs that were incurred to provide such services.

Operator will maintain and clean all meeting rooms areas, rest rooms, lobby space and concession areas throughout the term of the License Agreement at no additional cost to Licensee.

Licensee shall notify Operator in writing no later than 30 days prior occupancy of which Option that will be utilized for booth cleaning.

25. **Show Badges.** Licensee agrees to provide ten (10) all access badges per day to Operator for each event or performance covered by this agreement. Such complimentary badges shall be of Operator's choice and supplied to Operator at its office at least ten (10) working days before the first day of the event.

26. **Non-Smoking Facility.** Licensee agrees to uphold the "Non-Smoking" policy as per the Long Beach City Ordinance No. C-6916, smoking is prohibited within the facility and will be held responsible for notifying its Exhibitors and Invitees.

27. **Novelty Fee.** Applies to any merchandise sold. Operator has exclusive to sell. Fee shall be 20/80 of gross receipts.

28. **Audio Visual.** Projection Presentation Technology Inc. is the in-house preferred Audio-Visual and Computer equipment supplier at the Long Beach Convention & Entertainment Center. It is also important to note that Projection Inc. is the exclusive operator of all in-house sound systems in the meeting rooms, ballrooms, and exhibit halls. Projection Inc. is required to provide all labor, audio equipment and microphones fed to these "house" sound systems.

Projection Inc. requires a 50% deposit of all estimated expenses prepaid 30 days prior to the start of the event. The remaining estimated balance must be paid on or before the first event day of services to be provided. Any additional charges incurred on-site, up to 10% of original estimate, can be billed and paid net 30 days after the event.

Overages greater than 10% must be paid for on-site by the final show date. Please contact our Projection Inc. in-house AV Director at 562/499-7546 for a detailed estimate, or to discuss terms.

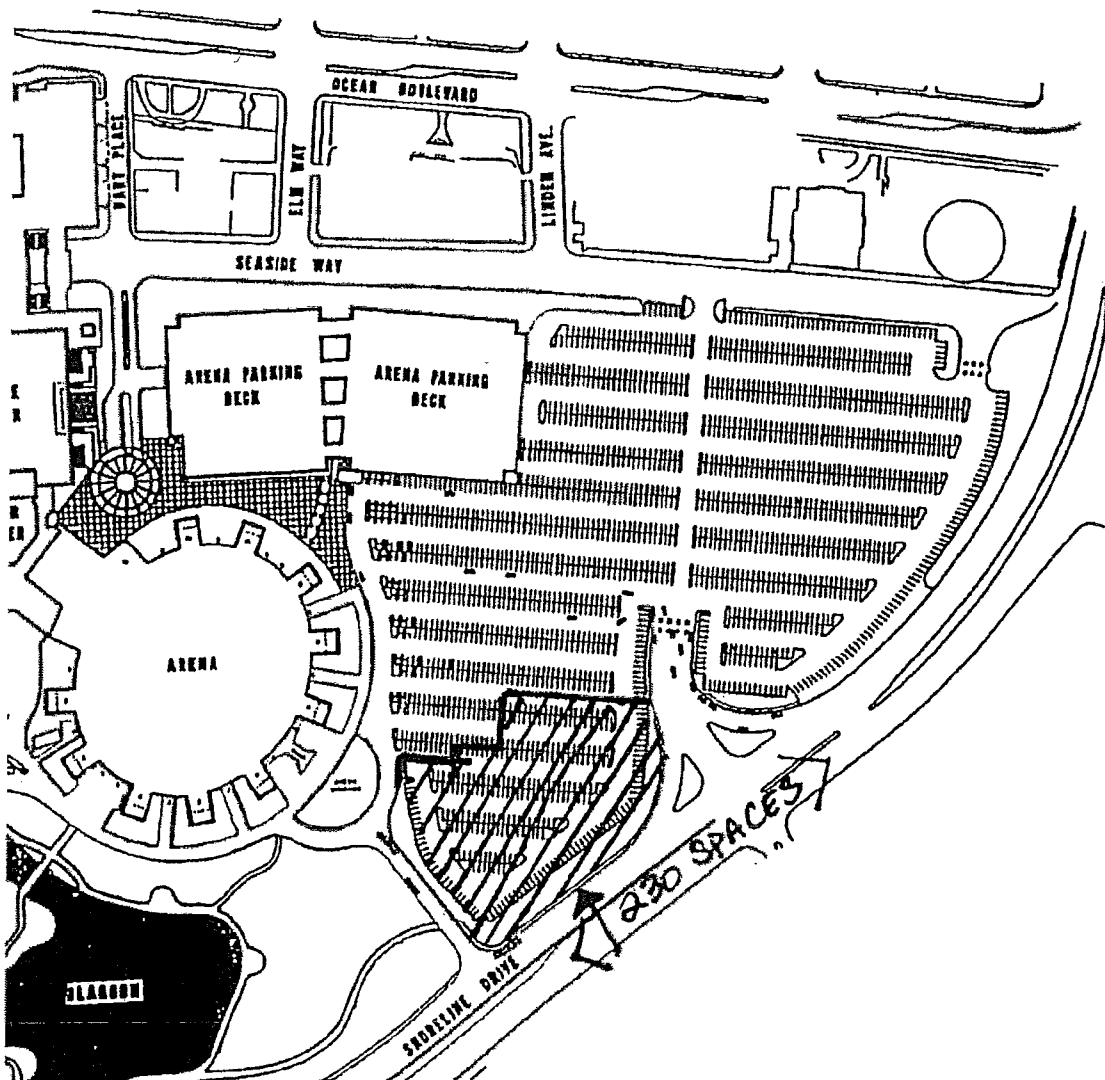
Operator's Initials


Licensee's Initials

ADDENDUM (A) TO LICENSE AGREEMENT
FOR
LONG BEACH CONVENTION AND ENTERTAINMENT CENTER

LICENSE #916283
LONG BEACH LESBIAN & GAY PRIDE, INC.
LONG BEACH GAY & LESBIAN PRIDE FESTIVAL
MAY 19-23, 2016

Map below outlines the area to be utilized for the special event. Thursday, May 19, 2016, 7:00 AM to Monday, May 23, 2016, 9:00 AM –230 parking spaces, daily for a fee of \$10,350.




Operator's Initials


Licensee's Initials

**LICENSE AGREEMENT FOR LONG BEACH CONVENTION AND ENTERTAINMENT CENTER
SPECIAL EVENT**

License No.: 996545
Date Issued: January 10, 2017

THIS AGREEMENT is executed between SMG, ("Operator"), and LONG BEACH LESBIAN & GAY PRIDE, INC. ("Licensee")

RECITALS

- Operator manages, operates and maintains the Long Beach Convention and Entertainment Center (the "Center") on behalf of the City of Long Beach, a municipal corporation (the "City"), under rights granted by and obligations imposed under an agreement between the City and Operator.
- Licensee desires to use space in the Center for the purpose and upon the terms hereinafter provided.
- The Authorized Areas will be used by the Licensee and its authorized and approved exhibitors ("Exhibitors") and may be available to other persons ("Invitees").

NOW, THEREFORE, Operator hereby permits Licensee and Licensee agrees to use those areas of the Center as hereinafter described ("Authorized Areas") for the term, at the fees and upon the terms, covenants and conditions hereinafter set forth:

1. **Authorized Areas and Term.** Operator grants to Licensee permission to use the following described Authorized Areas at the Center, including corridors for ingress and egress, during the dates and times indicated. It is expected that the various events taking place during the Long Beach Gay & Lesbian Pride Festival will be held in an area of the parking lot located next to the Long Beach Arena that encompasses a total of 230 parking spaces and is outlined on Addendum (A) attached hereto (the "Arena Parking Lot").

EVENT: LONG BEACH LESBIAN & GAY PRIDE FESTIVAL

AREA/RENTAL CHARGES	DAY(S)	DATE(S)	HOUR(S)
Parking Lot for Gay & Lesbian Pride Festival* (See Addendum A for Location) / \$30,002	Thursday-Monday	May 18-22, 2017	7:00AM 5/18 -9:00AM 5/22 (Licensee agrees to make best efforts to vacate area earlier if possible)

Food & Beverage Waiver -\$3,000

NO BORING, DRILLING OR ANY OTHER TYPE OF PENETRATION/DEFAACEMENT TO THE SURFACE OF THE LOT IS PERMITTED UNDER ANY CIRCUMSTANCES.

2. Fees. For the use of the Authorized Areas, Licensee shall pay to Operator:

(A) Minimum fee of: **\$33,002 - THIRTY-THREE THOUSAND AND TWO DOLLARS**

ADDENDUM(S): PLEASE SEE ATTACHED

MINIMUM BALANCE FOR DETERMINING DEPOSIT: \$33,002

3. **Mode of Payment.** Licensee agrees to pay Operator at Operator's office in the Center, by certified or cashier's check payable to the Long Beach Convention and Entertainment Center as follows:

Operator's Initials

Licensee's Initials

- 1) TEN THOUSAND DOLLARS (\$10,000) DUE WITH SIGNED LICENSE AGREEMENT BY FEBRUARY 15, 2017
- 2) THIRTEEN THOUSAND DOLLARS (\$13,000) DUE BY MAY 1, 2017.
- 3) TEN THOUSAND AND TWO DOLLARS (\$10,002) DUE BY JULY 1, 2017 + PARKING PASS DISTRIBUTION BALANCE IF UTILIZED.

Licensee shall pay the balance of all fees and charges under Paragraphs 2 and 7 within thirty (30) days of invoice. If Licensee fails to pay any amounts when due under this agreement, it shall pay to Operator a late charge of 1.5% per month on the unpaid balance. Operator is not obligated to pay interest on any deposit called for by this agreement.

If requested by Operator at any time before the event, Licensee shall furnish to Operator a faithful performance bond or guaranty in an amount to be determined by Operator to insure that the Licensee performs all its obligations under this agreement. Such bond or guaranty shall be in a form approved by Operator and such bond or the Operator shall approve guaranty.

4. **Liquidated Damages.** If Licensee cancels any event covered by this agreement, Licensee agrees to pay the Operator the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages:

- (A) If Licensee cancels less than six (6) months before the first scheduled day of the event, the entire minimum balance as shown in paragraph 2 shall be payable to Operator as liquidated damages within ten (10) days of invoice.

5. **Use of Facilities.**

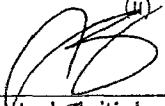
- (A) The Authorized Areas shall be used for an event to be called a Convention ("Event"), and only for the purpose of a Special Event. If requested by Operator, Licensee warrants that within the definition set forth below, the event will be a Convention or Trade Show.


A Special is an event, which is open in whole or in part to members of the general public and Operator's General Manager shall have full and final authority for defining whether an event is a Special Event.

- (B) **Notice of Event Requirements: Floor Plans.**
No later than sixty (60) days before the first day of the event, Licensee shall provide the Long Beach Fire Department for approval by the Long Beach Fire Marshal, six (6) copies of a full and complete floor plan for the event, and, if requested, furnish a description of all electrical, communications systems, audiovisual requirements and plumbing work. Licensee shall provide Operator and the Long Beach Fire Department with all other information required by Operator concerning the event such as room or hall set-ups, staging, and Food and Beverage requirements no later than thirty (30) days before the first day move-in of the event. In no event will Operator or the Long Beach Fire Department be responsible for any injury, harm, or damage arising from the late delivery of any such information. If Licensee fails to provide this information as required it shall pay to Operator the cost of Operator's additional labor and any other fees arising from such delay. Operator shall be the sole judge of what additional labor or fees are required as a result of the delay.

Licensee acknowledges that it bears the sole risk of loss if it sells exhibit space before performing all of its obligations under this agreement, including but not limited to payment of all fees due under this agreement, obtaining Long Beach Fire Marshal's approval of floor plans, supplying certificates or policies of insurance pursuant to paragraph 8.

- (C) Licensee shall not use the Center or permit it to be used by any employee, agent exhibitor or invitee:
 - (i) For any illegal purpose;
 - (ii) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;


Operator's Initials


Licensee's Initials

- (iii) In any manner which could weaken the insurance or increase the rate of insurance on the **Center**;
 - (iv) In any manner which constitutes any waste or nuisance;
 - (v) In any manner which causes injury to the **Center**; or
 - (vi) In violation of **Operator's** Rules and Regulations, as such may exist from time to time.
- (D) **Licensee** shall conduct business in the Authorized Areas in a dignified and orderly manner with full regard for public safety and in conformity with **Operator's** Fire and Safety Regulations as such may exist from time to time. **Licensee** agrees that it will not allow any employee, agent, Exhibitor or invitee at, in or about the **Center** who shall, upon reasonable, non-discriminatory grounds, be objected to by **Operator**, and such person's right to use the **Center** may be revoked immediately by **Operator**. More detailed rules relating to the use of the **Center** are contained in **Operator's** Facilities General Rules and Regulations. (Refer to Paragraph 26)

6. **Services Provided by Operator for Minimum Fee.** None.

7. **Other Services.** **Licensee** shall separately pay for all services, equipment, and personnel ("Services") not specifically covered by paragraph 6. **Licensee** must use and pay for **Operator**-provided crowd control, EMS, security, stagehands, sound equipment operators, trash removal, set-up and/or labor expressly not included in this agreement. **Operator** also provides certain other services at the **Center** on an exclusive basis. If **Operator** does not provide a type of service on an exclusive basis, **Licensee** may use other suppliers approved by **Operator**. No services may be used at or supplied to the **Center**, which are not furnished by an **Operator**-approved supplier. Notwithstanding anything to the contrary contained herein, at **Operator's** sole discretion, **Operator** may require **Licensee** to contract directly with, and be solely responsible for the payment of all fee and charges of the **Operator** approved suppliers of any Services described in paragraph 6 or 7 hereof that are utilized in the Authorized Areas.

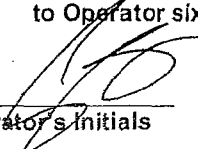
Operator will provide **Licensee** with a written estimate of all charges for services to be provided by **Operator** and may revise such estimate from time to time. **Licensee** must deposit the total amount of the original estimate and any increases within 72 hours of delivery of notice.


8. **Insurance.** **Licensee**, at its cost, shall secure and maintain through the term of this agreement, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of **Licensee** and/or **Operator** and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with **Licensee's** obligations under this paragraph:

- (A) Worker's Compensation insurance in amounts not less than those required by State of California and as applicable, medical and disability insurance in a form and in an amount acceptable to **Operator** including all volunteers working for **Licensee**;
- (B) Employer's Liability insurance with limits not less than \$1,000,000 each accident;
- (C) Comprehensive Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); Written by an insurance company with an AM best rating of at least a VII;
- (D) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

Comprehensive Commercial General Liability and Automobile Liability insurance policies required by agreements for use of the **Center** shall name: (i) SMG, (ii) the City of Long Beach, their officers, agents and employees as additional insureds.

Certificates of Insurance. Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to **Operator**, shall be furnished to **Operator** sixty (60) days before the first day of the event. Certified copies of the **Certificates of**


Operator's Initials


Licensee's Initials

Insurance or policies shall provide that they may not be cancelled without thirty (30) days advance written notice to Operator.

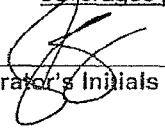
9. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend SMG, the City of Long Beach and their respective members, officers, directors, agents and employees ("Indemnified Parties") from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of Licensee or its employees, agents, subcontractors, Exhibitors, or invitees or any other person entering the Center with the implied or express permission of Licensee. Such indemnification by Licensee shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of Operator, its employees or subcontractors.
10. **Waiver of Subrogation.** Licensee hereby waives any and every claim which arises or may arise in its favor and against Operator or the City during the term of this agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this agreement with respect to any loss or damage to property of Licensee.


Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Licensee is advised to give to each insurance company written notice of the terms of such waiver and to have insurance policies properly endorsed, if necessary.

11. **Waiver of Claims.** Licensee assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by Licensee or any of its Exhibitors or Invitees. Licensee hereby waives any claims against Operator and the persons and Indemnified Parties described in paragraph 9 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of Operator, its employees or subcontractors.
12. **Repair and Return of Facilities.** Licensee shall pay all costs to return the Center to Operator in the same conditions received, as well as any costs to repair or replace property at the Center damaged or lost during the term of this agreement, normal wear and tear excepted or unless the Center or property at the Center is damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of Operator, its employees or subcontractors. This paragraph applies to any damages caused by I and D companies (see paragraph 29).
13. **Taxes and Fees.** Licensee agrees to pay promptly all sales, use, excise and any other taxes and any license fees which are required to be paid by Licensee to any governmental or accepted licensing authority and at Operator's request shall provide evidence of such payment to Operator.
14. ~~**Food and Beverage.** SMG Food Services is the exclusive food and beverage provider for both concessions and catering at the Long Beach Convention and Entertainment Center. SMG reserves the right to sell, at its discretion, food and beverage, including alcohol, in any unused space within the facility for this purpose.~~

~~SMG Food Services requires full payment for all catered services, at least three days prior to the first day of an event. The amount due will be based on total estimated catering orders for the entire event. Additional services ordered on-site must be guaranteed by credit card or paid company check. Minimum guarantees may apply for special services, set-ups and concessions. Please contact SMG Food Services at 562-499-7565 for further information.~~

14. FOOD AND BEVERAGE. Licensee shall pay a \$3,000 waiver and be the sole and exclusive provider for food and beverages for the Event and all decisions regarding the choice of food and beverage vendors for the event shall be made solely and exclusively by Licensee. Licensee agrees to indemnify, hold harmless and defend SMG, the City of Long Beach and their respective members, officers, directors, agents and employees ("Indemnified Parties") from and against any and all liabilities, damages, actions, costs, losses, claims and expenses including attorney's fees and legal costs from any claims of any nature arising from the food and beverages provided by Licensee or its chosen vendors at the Event or arising from the actions of the food and


Operator's Initials



Licensee's Initials

beverage vendors chosen by Licensee and from any claim brought by the food and beverage vendors chosen by Licensee.


15. **Non-Discrimination.** Licensee agrees not to discriminate against any employee or any applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.
16. **Force Majeure.** Either party may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical:

Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, any law ordinance, rule or regulation.

In any such event such party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in the consideration which would otherwise be payable or otherwise due under this agreement.
17. **Operator's Right of Entry.** In permitting the use of the Authorized Areas, Operator does not relinquish and does hereby retain the right to enforce all rules for the management and operation of such space. Representatives of Operator and City may enter the authorized areas at any time and on any occasion without any restrictions whatsoever. All space at the Center shall at all times be subject to Operator's right to control.
18. **Non-Exclusive Use.** Operator shall have the right to use or permit the use of any portion of the Center not granted to Licensee under this agreement to any person, firm, or entity regardless of the nature of the use of such other space. This right shall be subject to Operator's prudent business judgment.
19. **Abandonment or Vacation of Facility.** If any part of the Center covered by this agreement becomes vacant or is not used by Licensee, Operator may offer such space to others. In that event, all income from the relicensed space shall belong to Operator.
20. **Liens.** To secure Licensee's obligations hereunder, Licensee hereby grants Operator a first lien against property of Licensee at the Center and all accounts receivable. Operator shall have the right to impound Licensee's property at the Center. Should such unpaid charges remain unpaid for a period of thirty (30) days after invoicing, Operator shall have the right to sell such impounded property at public auction and to apply the cash proceeds from the auction to the retirement of such unpaid charges.
21. **Default.** If Licensee defaults in the performance of any of the terms or conditions of this agreement, or any other agreement between Licensee and Operator, including payment of fees and maintenance of required insurance in strict accordance with this agreement, then Operator, at its option, may immediately terminate this agreement by written notice to Licensee, whether or not Licensee has previously entered into contracts, including contracts for exhibit space, whereupon Licensee's rights and privileges under this agreement shall immediately terminate. Operator may also terminate any other contracts with Licensee. In addition, Licensee shall be liable for all damages caused by such default, including liquidated damages.
22. **Suit to Enforce.** If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to endorse or seek damages with respect to a default under this agreement, the prevailing party shall be entitled to recover all damages provided by law or under this agreement and, in addition, all costs and reasonable attorney's fees.
23. **Cumulative Remedies.** All rights, powers and privileges conferred hereunder upon Operator shall be cumulative and shall not be restricted to those given by law.



Operator's Initials



Licensee's Initials

24. **Assignment.** Licensee may not assign this agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without prior written consent of Operator. Any attempted assignment without the prior written consent of Operator shall be null and void.
25. **Notices.** Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally, or sent by first class mail, facsimile or by e-mail as follows:

To Operator: In care of SMG
at the Long Beach Convention & Entertainment Center

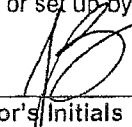
Attention: Charles F. Beirne, General Manager
300 E. Ocean Blvd.
Long Beach, CA 90802


To Licensee: Mike Iacono, Festival Setup/Beverage
LONG BEACH LESBIAN & GAY PRIDE, INC.
PO BOX 2050
Long Beach, CA 90801

Mailed notice shall be deemed to have been given upon the deposit of same in any United States mail post office box, with postage prepaid, addressed as set forth above. The addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

26. **Rules and Regulations.** Operator's General Rules and Regulations and Operator's Public Safety are hereby incorporated into this agreement by reference. Operator reserves the right to change such rules and regulations in writing from time to time and will provide Licensee with such changed rules and regulations which shall be binding upon Licensee.
27. **Entire Agreement.** Except as provided in Paragraphs 26 and 30, this document contains or refers to the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No modification or amendment of this agreement shall be in force of effect unless in writing executed by all parties hereto.
28. **Headings.** The headings used in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.
29. **Installation and Dismantling Companies (I and D Companies).** Licensee assumes full responsibility for all acts or omissions of all I and D Companies providing services to Licensee's Exhibitors. Licensee will assure that such I and D Companies will fully comply with all terms and conditions of Operator's Rules and Regulations (see paragraph 26) and will be financially responsible for any non-compliance by I and D Companies.
30. **Hold Harmless Agreements.** Notwithstanding any other provision of this License, the City of Long Beach, and its successors, agrees to indemnify and hold harmless Licensee from any and all liability, claims, fines and penalties directly arising from non-compliance of the physical Authorized Areas with applicable laws.

Neither City nor Operator will indemnify nor hold harmless any Licensee against, and Licensee shall be solely responsible for, any liability, claim, fine or penalty arising from any failure by Licensee to comply with any requirement of applicable law relating to or arising from non-permanent items including, but not limited to equipment or materials which are set up for the use of Licensee, its agents or other representatives of Licensee, or set up by Operator or City at the request and to the specification directed by Licensee.


Operator's Initials


Licensee's Initials

Licensee agrees that it will use reasonable efforts in a timely manner to determine the needs and requirements of disabled persons who may be attending the event and in accordance with the rules and regulations promulgated by Operator, inform Operator of the results of its efforts and of the accessibility services the Licensee will provide to accommodate such disabled attendee(s) as well as what additional services and accommodations may be needed and/or requested from Operator and/or City in this regard.

RECEIPT OF RULES:

Licensee hereby acknowledges receipt of Operator's Facilities General Rules and Regulations and agrees to be bound by such Rules and Regulations.

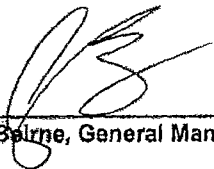
APPROVAL OF CONTRACT:

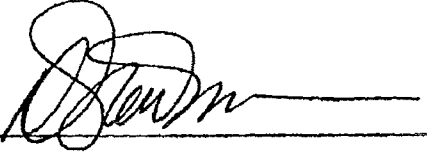
This agreement is not binding upon Operator until signed on behalf of Operator. It will be effective on the date that it is executed by Operator.

EXECUTED:

**OPERATOR:
SMG**

**LICENSEE:
LONG BEACH LESBIAN & GAY PRIDE, INC.**

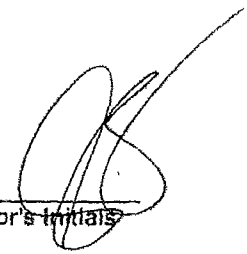
By: 
Charles F. Byrne, General Manager


By: 

Print Name & Title: DENISE NEWMAN
PRESIDENT

Date: 1/24/17

Date: 1/24/17


Operator's Initials

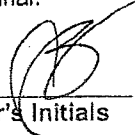

Licensee's Initials




**LONG BEACH CONVENTION AND ENTERTAINMENT CENTER
GENERAL RULES AND REGULATIONS**

PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS

1. **LICENSES OR PERMITS:** If any governmental license or permit is required for the proper and lawful conduct of Licensee's business or other activity carried on, in or at the Authorized Areas or if failure to obtain such a license or permit might in any way affect the operations of the Facilities, then Licensee, at its own expense, shall obtain and maintain such license or permit and submit the same to inspection by Operator. Licensee, at its sole cost and expense, shall always comply with the requirements of each such license or permit.
2. **COMPLIANCE WITH LAWS:** Licensee shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions, boards and officers and to conform in all respects with the City of Long Beach Fire Department Management Plan for the facilities as in effect from time to time, with particular reference to such Plan's Exhibition Guidelines.
3. **GOVERNING LAW:** This License agreement will be governed by and construed in accordance with the laws of the State of California, County of Los Angeles without giving effect to otherwise applicable principles of conflicts of law
4. **FAILURE TO VACATE / REMOVAL OF PROPERTY:** Upon the expiration or sooner termination of the Agreement hereof, Licensee shall immediately remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Facilities. Any such property not so removed shall be considered abandoned and, at Operator's option, be removed and stored by Operator at Licensee's expense or disposed of in any manner Operator deems expedient. Licensee hereby waives all claims for damage resulting from such removal, storage and disposal of such property and indemnifies Operator from any damages or costs including reasonable attorney's fees resulting from such storage and disposal.
5. **PROTECTION OF FACILITIES:** Licensee will not permit anyone to drive any nails, hooks, tacks or screws in any part of the Facilities or to alter the Facilities in any respect. Without limiting the above, Licensee will not permit anyone to affix any material to the walls, floors, doors or ceilings or to alter the Facilities in any respect without prior written approval by Operator. If, with or without Operator's approval, Licensee damages the Facilities it will pay Operator the cost of repair or replacement.
6. **DAMAGE INSPECTIONS:** To be documented by client during pre-event walk thru. A post event walk through is encouraged. Please share all findings with your Event Manager ASAP to help avoid damage expenses. LBCC internal security will conduct a post event walk through to monitor for damages after each event.
7. **PROPERTY OF OPERATOR:** Licensee may not use or transport any equipment, furnishings or other property belonging to Operator, or the City of Long Beach, to any place outside the Facility itself.
8. **ATTENDANCE CAPACITY:** In no event, shall attendance be permitted more than the established capacity of the Authorized Areas. Licensee shall not admit a larger number of persons than can safely and freely move about in the Authorized Areas; the decision of the Operator and/or the Long Beach Fire Department in this respect shall be final.


Operator's Initials


Licensee's Initials

9. **EVACUATION OF FACILITY:** If it becomes appropriate in the judgment of Operator to evacuate the premises because of a bomb threat or for other reasons of public safety, then, after such evacuation, the Licensee may continue to use the premises for sufficient time to complete presentation of the event without additional fees providing such time does not interfere with another Licensee. If it is not possible to complete presentation of the event, fees shall be prorated or adjusted at the discretion of the Operator and the Licensee hereby waives any claim for damages or compensation from the Operator.
10. **DESIGNATED ENTRANCES:** All persons, articles, exhibits, fixtures, displays and property of every kind shall be brought into and out of the Facilities only at designated and approved entrances and exits. All such entrances and exits shall be subject to Operator's control.
11. **FACILITY ACCESSIBILITY:** The Long Beach Convention & Entertainment Center will not be accessible when there are no activities are scheduled. All exterior doors will be locked and the interior will be in "Green" mode with no lights or HVAC control. To ensure proper access, please be sure to notify your Event Manager of specific load in/out hours as well as all activity taking place within the event program.
12. **EXCLUSIVE VENDORS** the Long Beach Convention & Entertainment Center requires use of exclusive vendors listed below.

a. CROWD MANAGEMENT / SECURITY –STAFF PRO

Duties and responsibilities of the officers are to assist patrons, protect the building and to control access into show areas. Additional duties and responsibilities may be required for your event.

Staff Pro Crowd Management is our exclusive provider for event security, ushers, badge checkers, overnight monitoring, etc. This is a required service. Minimums are as follows:

A guard is required to be posted in locations where the facility has been un-locked and made accessible from the exterior. This applies to move in and out hours as well as event hours. This is to ensure only attendee's or designated guests are entering the facility, facility policies are being upheld and for safety/emergency situations.

A Supervisor is required to be staffed along with all posted positions. The Supervisor is responsible for briefing each position on the specifics of their duties & the event they are working. They also must relieve each post for (15) minutes every (2) hours and for (30) minutes every (4) hours. The Supervisor will check in & out every shift change and roam the footprint of the event to ensure there are no security issues. One Supervisor is required for every (5) posted positions.

Ushers are required inside the house of the theaters and/or Arena. There are various factors that affect the number of ushers required. Please consult your Event Manager for specifics.

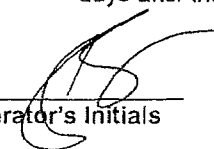
(4) Hour shift minimums apply. Staff is to be scheduled 15-60 minutes' prior / after posted time dependent on the scale and type of event.


One Relief staff is required for every (5) posted guards / ushers scheduled 5 hours or more.

b. HOUSE SOUND (EXCLUSIVE) – PROJECTIONS INC.

Projection Inc. is the exclusive operator of all in-house sound systems. Projection Inc. is required to provide all labor, audio equipment and microphones fed to these "house" sound systems. This includes the meeting rooms, ballrooms, and exhibit halls.

Projection Presentation Technology Inc. is the in-house preferred Audio-Visual and Computer equipment supplier. Projection Inc. requires a 50% deposit of all estimated expenses prepaid 30 days prior to the start of the event. The remaining estimated balance must be paid on or before the first event day of services to be provided. Any additional charges incurred on-site, up to 10% of original estimate, can be billed and paid net 30 days after the event.


Operator's Initials


Licensee's Initials

Overages greater than 10% must be paid for on-site by the final show date. Please contact our Projection Inc. in-house A/V Director at 562/499-7546 for a detailed estimate, or to discuss terms

c. DOCK ATTENDANT

All events that utilize a loading dock must use facility dock controllers to marshal trucks and exhibitor vehicles

d. MEDICAL & SAFETY TECHNICIAN – IN-HOUSE

For all events with more than 300 attendees, it is necessary that an EMT be employed to administer emergency first aid treatment with backup provided by the Long Beach Paramedics. Medical & Safety Management Technicians will be scheduled by your Event Manager.

e. TELECOMMUNICATIONS / HIGH SPEED INTERNET – SMART CITY

There are charges for telephone line installation and all calls. High speed Internet access with IP addresses are available in addition to Full T1 connectivity is available upon request.

f. RIGGING & STAGEHAND SERVICES

L.A. STAGECALL along with our In-House Stage Hands provide all rigging & labor associated with theatrical productions in Exhibit Hall's, Ballrooms, Theater's, Pacific Room and outdoor event special event space that requires specialty lighting.

Exclusive stagehand services are required in the following locations:

- Theaters- for all events including Terrace Plaza
- Arena- for all rigging and labor associated with theatrical productions
- Exhibit Halls- for all rigging & labor associated with theatrical productions
- Grand Ballroom- for all rigging associated with theatrical productions
- The Cove (coming soon)

A theatrical production is defined by our facility as a presentation or performance presented to an audience that requires rigging and/or additional light & sound equipment, in addition to the permanent fixtures in said space. "Labor" encompasses hands used to set up lights, sound, stage, etc., when not provided by the facility. The amount of labor required is dictated by LA Stagecall after reviewing the production specifications. Lastly, after the space has been set up, LA Stagecall labor is required to be on-site when any part of the production set up is powered up and in use.

Trade shows with exhibitors change the nature of the event from a theatrical production to an expo. Therefore, a General Service Contractor would be required to handle rigging & labor for trade shows.

g. BOX OFFICE / TICKETING – TICKET MASTER

Any event that has ticket sales must go through our box office. Services include ticket printing costs, roll stock tickets, event staffing and box office rental. All tickets must be ordered and sold through the Long Beach Convention Center Box Office.

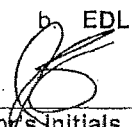
h. CATERING – PREMIER FOOD SERVICES


Premier Food Services is the exclusive food and beverage provider for both concessions and catering at the Long Beach Convention Center. Food Sampling guidelines are available upon request. Backstage waivers for catering apply for Talent / Artist rate based upon location. Sponsorships for any food & beverage products require approval. Food Trucks for approved outdoor locations are all arranged through Premier. Pricing is available upon request.

13. PREFERRED VENDORS: The Long Beach Convention & Entertainment Center recommends utilizing vendors listed below, however it's not required.

a. **PROJECTIONS** - Audio Visual Provider (SEE 12. b)

b. **EDLEN ELECTRICAL EXHIBITION SERVICES** –Utility Provider


Operator's Initials


Licensee's Initials

Electrical: Basic wall outlets are contractually included for your use. All additional power requests will require an electrical contractor. Extension cords will not be provided by the Operator. Licensee is required to order all supplies from their electrical contractor or supply their own.

14. **NON-EXCLUSIVES:** The Long Beach Convention & Entertainment Center allows you to select whoever you would like for these vendors.

- a. **GENERAL CONTRACTOR/DECORATOR**
- b. **FLORAL**

15. **OPENING HOURS:** Licensee shall open doors for an event in accordance with advertised times.

16. **CRATE STORAGE:** All crates and related materials shall, at Licensee's expense, be removed from the Authorized Areas before the opening day of Licensee's scheduled event.

17. **ADVANCE DELIVERIES/SHIPMENTS:** Operator does not have a shipping & receiving department for events held at the facility. The Operator will not accept packages and/or freight on behalf of the event. Any items that arrive prior to the first contracted date of the event will be turned away for redelivery. Shipments should be arranged via the drayage Agreement between the Licensee & the General Service Contractor hired for the event. If a general service contractor is not being used, shipments can be arranged through various shipping providers. Please be sure to print the event name & specific location (i.e., Hall A, Grand Ballroom, etc.) on the shipping label.

18. **FLAMABLE MATERIALS:** No flammable materials, such as bunting, tissue paper, crepe papers, etc., will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and be in accordance with the Operator's Fire and Safety Rules and Regulations. In addition, no fryers of any type are allowed inside, nor are propane cylinders.

19. **PUBLIC SAFETY:** Licensee agrees not to bring onto the premises any material, substance, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the Operator. The Operator shall have the right to refuse any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

20. **DRONES:** The Long Beach Convention & Entertainment Center does not allow drones at the Facility.

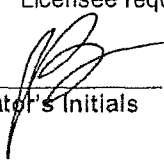
21. **INCLUDED ROOM SETS & CHANGES:** Operator includes a banquet, theater or classroom set with a riser (appropriately sized), head table, podium & (1-2) check in or materials table in meeting rooms only (does not apply for Exhibition Halls). Any room set request outside these parameters may incur daily equipment rental charges.


**Note: Classroom table dressing will not be draped with linen. They are topped with black vinyl. 6'x 30" tables are not part of our inventory, 8'x 30" are available within the parameters set above, or for rental.*

Room re-sets are billed at 50% of the published room rental rate. Dependent on contract specifics, either one initial set per room is included for the duration of the event, or one set per day is included. However, if the room is going to/from a Food & Beverage catered banquet or reception, there is no charge.

All equipment requests in the Exhibit Halls, except for "available" banquet rounds / chairs for catering, are to be directed to your general service contractor.

Operator will provide available inventory of classroom style tables and seating for the Authorized Area. Should Licensee require additional classroom style tables and seating it will be at their own expense.


Operator's Initials


Licensee's Initials

22. **COMPLIMENTARY SPEAKER WATER:** Operator offers a complimentary water service to the head table or podium for use by the speakers(s). This service consists of a pitcher of ice water with plastic cups to be placed once in the morning and refreshed at noon. If additional water service is required needed, or bottled water is required, please contact your Catering Sales Manager with Premier for pricing.
23. **SIGNS AND POSTERS:** The use, distribution and location of all signs, cards and posters are subject to Operator's review and control.
24. **BANNERS, FLAGS AND FLAGPOLES:** The use of banners on the exterior of the Facilities is at the discretion of the Operator
25. **RIGGING AND SIGNAGE:** The Operator will not be responsible for rigging any signage. In addition, Operator will not provide ladders and/or lifts due to liability restrictions.
26. **LOST ARTICLES:** Operator shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition or entertainment event given or held in the Facilities, and the Licensee or any person in Licensee's employ shall neither collect nor interfere with the collection or custody of such articles.
27. **TOURS:** Operator reserves the right to conduct public tours of the Facilities during the period of occupancy in such a manner that the tours do not interfere with Licensee's event.
28. **ANNOUNCEMENTS:** Operator reserves the right to make such announcements as Operator deems necessary at any time in the interest of public safety.
29. **ADVERTISING:** All advertising of Licensee's event shall be accurate and true in all respects. All advertising space in the Facilities is the exclusive property of Operator. Advertising of events by Licensee in Facilities publications, reader boards or other advertising media under the control of Operator shall be provided as availability permits with no guarantee that such advertising space shall be available. The content of all advertising by Licensee is subject to approval by Operator in writing. All in-house publications and advertising in such publications are the exclusive property of Operator. Operator reserves the right to distribute its in-house publications to attendees within the Facilities.

As stated in the CPC (California Penal Code) section 556-556.1, Licensee may not unlawfully place, post, erect, or display any signs or other form of advertising on any public street or thoroughfare or on any private property which pertains to your contracted event at the Long Beach Convention & Entertainment Center. Failure to adhere to this provision may result in the cancellation of future bookings.

30. **VIDEO ORIGINATION FEE:** will apply if an event is taped or broadcasted for commercial purposes.
31. **COPYRIGHTS AND PROPERTY MATERIAL:** With respect to any Event at the Facilities, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and Licensee agrees hereby to make all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce and such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. Licensee agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. Licensee further agrees hereby to provide to SMG any such compliance evidence as may be requested by SMG in advance of or after any such Event.

Operator's Initials

Licensee's Initials

Licensee agrees that the obtaining and maintaining of such evidence by Licensee is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless SMG and all other indemnities (as that term is defined in this Agreement) of and from all and all manner of losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by Licensee, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

32. **SOLICITATIONS:** No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior written approval of Operator.
33. **REFERENCES:** Reference in these Rules and Regulations to "Operator" means SMG; to "City" refers to the City of Long Beach; and, to the "Agreement" or "License Agreement" refers to Operator's License Agreement for Long Beach Convention and Entertainment Center executed by Licensee. "Facility" refers to the facilities described in that Agreement. Other terms are defined in such License Agreement.
34. **EXHIBIT HALL & REGISTRATION CLEANING:** Cleaning of these spaces are to be handled by your general service contractor and/or cleaning company. Please provide your Event Manager with the company name and cleaning schedule prior to arrival.

Booth Cleaning - Licensee may choose one of two options:


Option 1 - Operator will provide booth and aisle carpet cleaning services for the event. If this option is chosen, Operator will provide all cleaning services prior to, during, and upon completion of Licensee's event in all areas that are utilized including common areas, such as restrooms, lobby space, etc. (Tape removal will be billed back to Licensee's service contractor at the current prevailing rate).

Option 2 - Licensee will retain responsibility for booth and aisle carpet cleaning services. The premises are turned over to the Licensee under a "clean hall to clean hall" policy. Licensee will be responsible for the cleaning of areas including, but not limited to, areas utilized for purposes of offices or registration, loading dock(s), any Exhibit Hall floor space that is utilized, trash left in aisles or placed in receptacles located on the show floor, etc. If Licensee fails to return the premises in a "clean hall" manner, including the removal of tape, Operator will perform the necessary services and it will be Licensee's responsibility to reimburse Operator for the costs that were incurred to provide such services.

Operator will maintain and clean all meeting rooms' areas, rest rooms, lobby space and concession areas throughout the term of the License Agreement at no additional cost to Licensee. Licensee shall notify Operator in writing no later than 30 days' prior occupancy of which Option that will be utilized for booth cleaning.

35. **SHOW BADGES** If requested, Licensee agrees to provide ten (10) all access badges per day to Operator for each event or performance covered by this Agreement when requested. Such complimentary badges shall be of Operator's choice and supplied to Operator at its office at least ten (10) working days before the first day of the event. Use of house wrist bands will be used in the event show credentials aren't received.
36. **COMPLIMENTARY PASSES** If requested, Licensee agrees to provide thirty (30) complimentary tickets/passes per day to Operator for each event or performance covered by this Agreement. Such complimentary tickets shall be of Operator's choice and supplied to Operator at its office at least ten (10) working days before the first day of the Event.

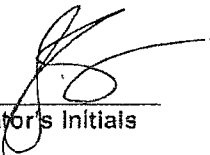

Operator's Initials



Licensee's Initials

37. **NON-SMOKING FACILITY** Licensee agrees to uphold the "Non-Smoking" policy as per the Long Beach City Ordinance No. C-6916, smoking is prohibited within the facility and will be held responsible for notifying its Exhibitors and Invitees. This includes vaping.

38. **NOVELTY FEE** Applies to any merchandise commemorating the event sold. Operator has exclusive to sell. Operator shall retain 30% of gross receipts.

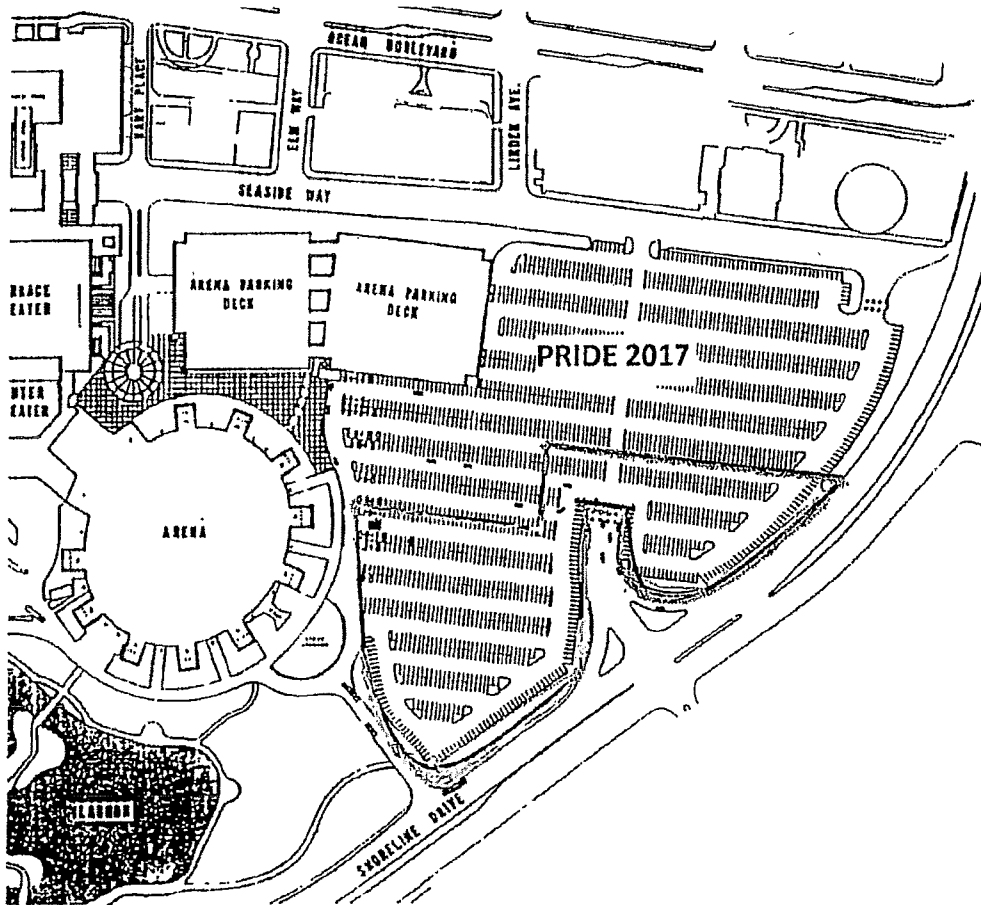
Revised 12/12/2016



Operator's Initials



Licensee's Initials

**ADDENDUM (A) TO LICENSE AGREEMENT
FOR
LONG BEACH CONVENTION AND ENTERTAINMENT CENTER
LICENSE #996545
LONG BEACH LESBIAN & GAY PRIDE, INC.
LONG BEACH GAY & LESBIAN PRIDE FESTIVAL
MAY 18-22, 2017**

See the map of the Long Beach Arena Parking Lot which follows and labeled as "PRIDE 2017" which outlines the area to be utilized for the special event from Thursday, May 18, 2017, 7:00 AM to Monday, May 22, 2017, 9:00 AM - 667 parking spaces, daily for a daily fee of \$6,667 for four days (\$26,680), Monday, a move-out day has been discounted by 50% for a fee of \$3,340. Total rental amount - \$30,002.




Operator's Initials


Licensee's Initials

PARKING PASSES:

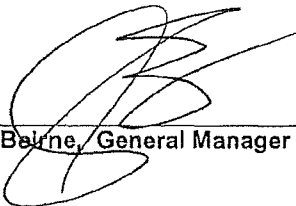
Licensee shall be allowed to create and distribute parking passes for invitees to utilize approximately 500-600 parking spaces on **Saturday, May 19, 2017** and **Sunday, May 20, 2017**. Licensee will be allowed to designate the parking area for invitees with parking passes through the use of bicycle fencing that shall be provided by Licensee at its sole cost. Operator agrees to charge Licensee at a rate of \$10 per parking pass, which shall be payable at the conclusion of the event. Licensee agrees that Operator may utilize any unused parking spaces(s) within the area that Licensee designates at its sole discretion for any reason and Operator shall completely retain any and all revenue that might be derived from the use of the unused parking spaces(s) by Operator.

All other terms, conditions and exceptions to License #996545 remain the same.

Please SIGN and RETURN addendum by **February 15, 2017**.

OPERATOR:

SMG



Charles F. Byrne, General Manager

Date

1/25/17

LICENSEE:

LONG BEACH LESBIAN & GAY PRIDE, INC.



DENISE NEWMAN / PRESIDENT
Print Name & Title

Date

1/11/17

- *Sharon Stull*
- 1/17/2017



Operator's Initials



Licensee's Initials