

# 34914

## RIGHT-OF-ENTRY PERMIT

THIS RIGHT-OF-ENTRY PERMIT ("Permit") is made this 1<sup>st</sup> day of March, 2018 by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and HOONIGAN INDUSTRIES, LLC, a California corporation ("Permittee").

WHEREAS, Permittee has an immediate need to occupy a portion of certain real property owned by City located at 620 San Francisco Avenue, Long Beach, California more particularly depicted on Exhibit "A" attached hereto (the "Premises").

WHEREAS, City is willing to grant Permittee the temporary right to occupy the Premises in exchange for the provision of certain services and upon the terms and conditions described in this Permit.

NOW THEREFORE, City and Permittee, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, agree as follows:

1. Use and Access. City hereby authorizes Permittee to use and occupy the Premises for vehicle parking and other activities directly related to Permittee's adjacent business located at 621 Golden Avenue. Permittee shall not use the Premises for any other purpose than as described in this Section. Permittee shall not bring any hazardous materials upon the Premises. Permittee's right to use the Premises is non-exclusive, and City shall have the right to continue to access the Premises and use the Premises for storage purposes. Permittee hereby releases the City from any liability associated with damage to Permittee's personal property, whether caused by City's negligence or otherwise.

2. Term. Permittee may occupy the Premises beginning on March 1, 2018 and continuing until August 31, 2018. At any time during the term hereof, (x) City may terminate this Permit upon thirty (30) days' advance written notice for any reason or no reason, or (y) Permittee may terminate this Permit upon five (5) days' advance written notice for any reason or no reason, and in either event Permittee shall thereafter completely vacate the Premises and return the Premises to City in the same condition as delivered to Permittee (including without limitation the removal of any personal property or temporary improvements). Upon the mutual consent of City and Permittee, the term of this Permit may be extended for an additional six-month period.

3. Premises and Improvements. Permittee accepts the Premises "as is", and City makes no warranty or representation whatsoever with respect to the Premises, including without limitation as to access to a public street and/or suitability for Permittee's proposed use. Any improvements necessary for Permittee's use of the Premises shall be temporary in nature, installed solely at Permittee's expense, and shall be removed upon termination of this Permit (except as otherwise approved by City). Prior to occupancy, Permittee shall provide a parking delineation plan to City for review and approval by appropriate City staff.

4. Occupancy Fee. In lieu of a fee, Permittee shall, at no cost or expense to City: (i) remove all debris from the Premises; (ii) clean and slurry seal the Premises; (iii) repair and

maintain the perimeter fencing at the Premises; and (iv) maintain the Premises free of trash and other debris for the duration of the term of this Permit.

5. Insurance. Permittee shall maintain policies of insurance in form, coverage and substance acceptable to City's Risk Manager in his or her sole and absolute discretion, and as a condition to occupancy Permittee shall provide evidence of such insurance and any endorsements required by City's Risk Manager to City. The specific City insurance requirements shall be transmitted in writing to Permittee under separate cover.

6. Waiver. This Permit confers no rights upon Permittee other than expressly stated herein.

7. Release and Indemnity.

A. Permittee shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Permittee's breach or failure to comply with any of its obligations contained in this Permit, or (2) Permittee's, its officers, employees, agents, subcontractors, or anyone under Permittee's control, use of the Premises (collectively "Claims" or individually "Claim").

B. In addition to Permittee's duty to indemnify, Permittee shall have a separate and wholly independent duty to defend Indemnified Parties at Permittee's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Permittee shall be required for the duty to defend to arise. City shall notify Permittee of any Claim, shall tender the defense of the Claim to Permittee, and shall assist Permittee, as may be reasonably requested, in the defense.


C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Permittee's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

D. The provisions of this Section shall survive the expiration or termination of this Permit.

[signatures on subsequent page]

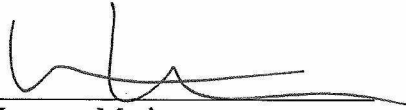
Permit contact Johnny Vallejo at (562) 570-6792 to arrange access to the Premises.

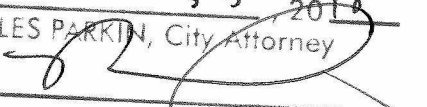
CITY OF LONG BEACH, a municipal corporation

By:   
Name: Patrick West  
Title: CITY MANAGER

Agreed and Accepted:

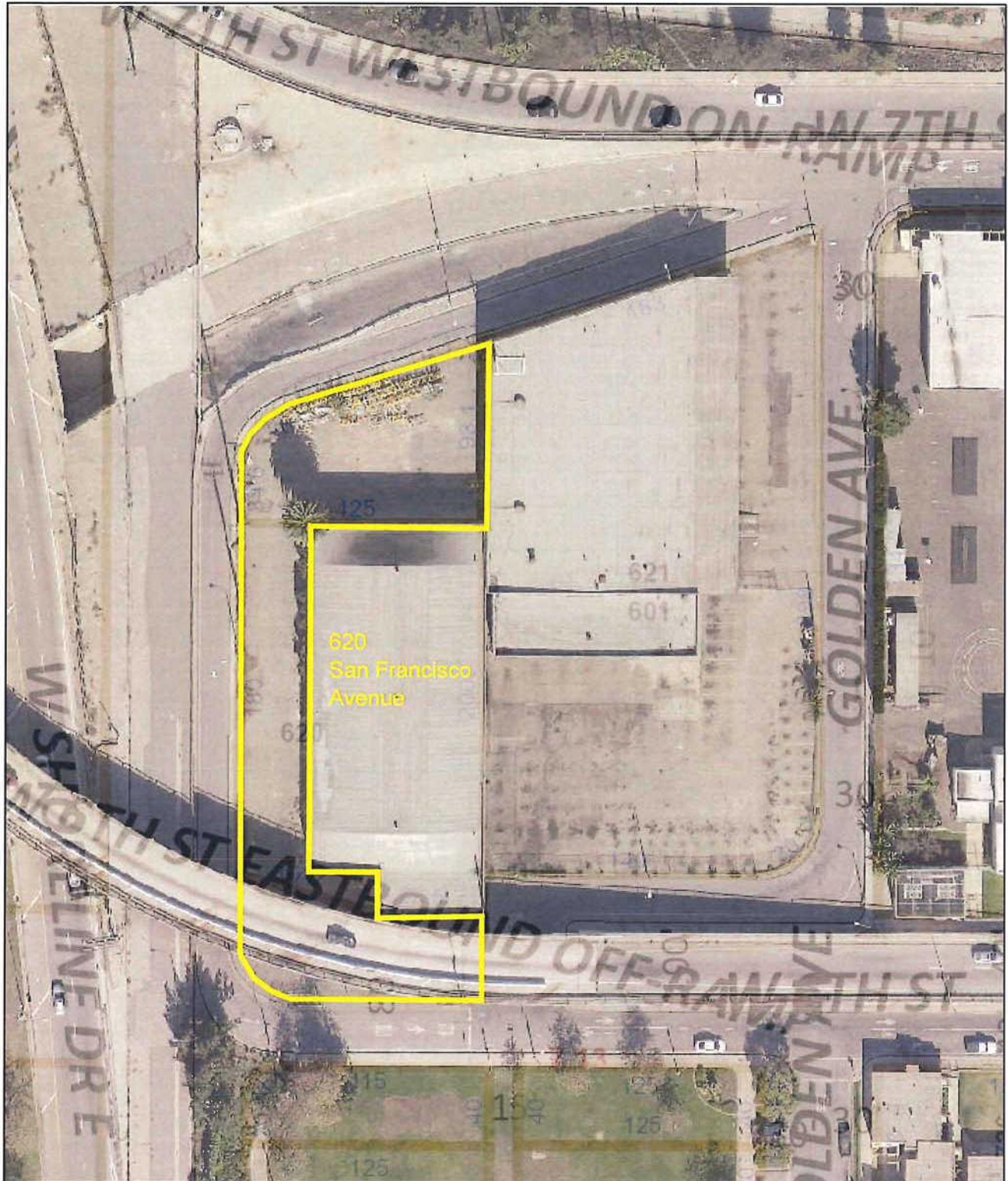
HOONIGAN INDUSTRIES, LLC.,  
a California corporation

By:   
Jacques Marine  
Co-CEO

APPROVED AS TO FORM  
3.5.2018  
CHARLES PARKIN, City Attorney  
By:   
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

# Exhibit A - Permit Premises

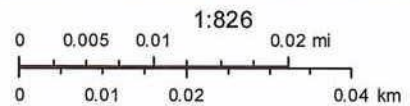
## 620 San Francisco Avenue



February 9, 2018



Permit Premises  
\*Off-ramp excluded



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