

OFFICE OF THE CITY ATTORNEY
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Long Beach, CA 90802-4664

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REVOCABLE PERMIT
(LONG BEACH GRAND PRIX ASSOCIATION)

33389

Pursuant to a minute order of the City Council of the City of Long Beach made on January 21, 2014, and subject to the terms and conditions hereafter set forth, the CITY OF LONG BEACH ("City") grants permission to the GRAND PRIX ASSOCIATION OF LONG BEACH ("Association") to occupy and use those premises ("Permit Areas") shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof. Said Permit Areas shall at all times be used solely for the purposes specified below and upon the following terms and conditions.

1. **RECITALS.** This Permit is made with reference to the following facts and objectives:

A. Association and City entered into that certain Amended and Restated Agreement (City Contract No. 30691) dated April 16, 2008 (the "Agreement"), pursuant to which Association conducts championship Grand Prix automobile races in the City of Long Beach.

B. The Agreement grants Association permission to use the Permit Areas designated herein, along with other City properties within the Circuit (as such term is defined in the Agreement).

C. The purpose of this Permit is to set forth the terms and conditions of use of the Permit Areas as defined herein.

2. **USE AND TERM.** Permit Area 1 as shown on Exhibit "A" shall be used for the purpose of a corporate hospitality area during the period commencing at 12:00 p.m. on April 11, 2014, and ending at 11:59 p.m. on April 13, 2014. Permit Areas 1, 2, 3 and 4 as shown on Exhibit "A" shall be used for the purpose of parking motor vehicles during the period commencing at 6:00 a.m. on April 11, 2014, and ending at 11:59 p.m. on April 13, 2014, and for no other purpose whatsoever. Permit Area 4 on Exhibit "A" shall be used as the area for Victory Circle. Permit Areas A, B and C as

1 shown on Exhibit "B" shall be used for the purpose of constructing and maintaining
2 hospitality tents or facilities at which food and beverages, including alcoholic beverages,
3 are sold or dispensed during the period commencing at 6:00 a.m. on April 11, 2014, and
4 ending 11:59 p.m. on April 13, 2014, and for no other purpose whatsoever. The total
5 charges for the parking spaces in each area shall be as set forth on Exhibit "C".

6 3. **RENTAL.** Association shall pay to City the sum of money for the use
7 of the Permit Areas as specified in the Agreement. Said rental may be included in City's
8 estimate of extraordinary expenses as provided in the Agreement.

9 4. **TERMINATION.** This Permit is terminable by City upon four (4)
10 hours' written or verbal notice to Association if Association neglects or fails to perform or
11 observe or cause to be performed or observed any of the terms and conditions set forth
12 in this Permit. The right to revoke this Permit shall be and shall remain unconditional and
13 unrestricted and neither City nor any board, commission, officer, or employee thereof
14 shall be liable in damages to Association because of any such termination. Upon
15 termination for default, Association at its sole cost and expense shall cause the Permit
16 Areas to be evacuated and restored to the condition in which they were given to
17 Association. Association shall not be released of its obligation to pay rent by any such
18 termination.

19 5. **CONDITION.** Association shall at all times keep and maintain the
20 Permit Areas in a safe, clean, wholesome, sanitary and sightly condition and comply with
21 all applicable federal, state and municipal laws, ordinances, rules and regulations,
22 including without limitation the provisions of the California Health and Safety Code
23 pertaining to temporary trailer parks.

24 6. **BUSINESS LICENSE.** The provisions of Chapter 5.02 of the Long
25 Beach Municipal Code relating to the requirement to procure a business license to
26 operate a temporary trailer park and parking lots within the limits of the City of Long
27 Beach are hereby waived.

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1 7. **ASSOCIATION OBLIGATIONS.** With respect to Association's
2 operations within all the Permit Areas, Association shall, at its cost, perform at a minimum
3 the following:

4 A. Provide within the Permit Area 2 as shown on Exhibit "A" an
5 approved portable collecting device for discharge and collection of waste water
6 and sewage and require that all users of these Permit Areas discharge waste
7 water and sewage therein.

8 B. Provide approved waste containers for disposal of garbage,
9 waste and rubbish and cause said containers to be emptied daily and disposed of
10 without creating a nuisance.

11 C. Provide and maintain within the Permit Area 2 four (4)
12 portable toilets. Said toilets shall be placed no closer than one hundred (100) feet
13 in any direction to any recreational vehicle.

14 D. Instruct all users of the Permit Areas regarding the rules and
15 regulations for the use of the Permit Areas and remove or cause to be removed
16 any user who creates a nuisance or commits waste by discharging garbage,
17 rubbish, waste water or sewage in any area or place other than receptacles,
18 containers, or devices provided therefore. Association shall promptly clean and
19 disinfect any area contaminated with improperly discharged waste water or
20 sewage.

21 E. On or before 12:00 a.m. on April 14, 2014 cause the Permit
22 Areas to be restored to a clean and neat condition, free from all debris.

23 8. **INDEMNIFICATION AND INSURANCE.** Association shall indemnify
24 City and, in partial performance of said indemnification, shall procure and maintain
25 insurance, all as required under Sections 9 and 10 of the Agreement, said sections are
26 incorporated and made a part hereof as though set forth in full herein.

27 9. **INSPECTION BY CITY.** Association shall allow City, its officers,
28 agents and employees to enter the Permit Areas at any time for the purpose of inspecting

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1 the same.

2 10. POSSESSORY INTEREST. Association recognizes and
3 understands that this Permit may create a possessory interest subject to property
4 taxation and that Association may be subject to the payment of property taxes on such
5 interest. Association covenants to pay, at least ten (10) days prior to delinquency, taxes
6 upon the interest created by this Permit. Association shall furnish City with satisfactory
7 evidence of such payment within thirty (30) days after the date of payment.

8 GRAND PRIX ASSOCIATION OF LONG
9 BEACH, a California corporation

10 February 3, 2014

By [Signature]
11 Name Jim Michaelian
12 Title President / CEO

13 February 3, 2014

By Allison Wilson
14 Name Allison Wilson
15 Title Executive Assistant

16 "Association"

17 CITY OF LONG BEACH, a municipal
18 corporation

19 3.7, 2014

By [Signature] Assistant City Manager
20 City Manager

21 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

22 The foregoing Revocable Permit is hereby approved as to form this 20 day of
23 February, 2014.

24 CHARLES PARKIN, City Attorney

25 By [Signature]
26 Deputy

EXHIBIT A - PARKING PERMIT ACCESS

2014 TOYOTA GRAND PRIX OF LONG BEACH CIRCUIT MAP

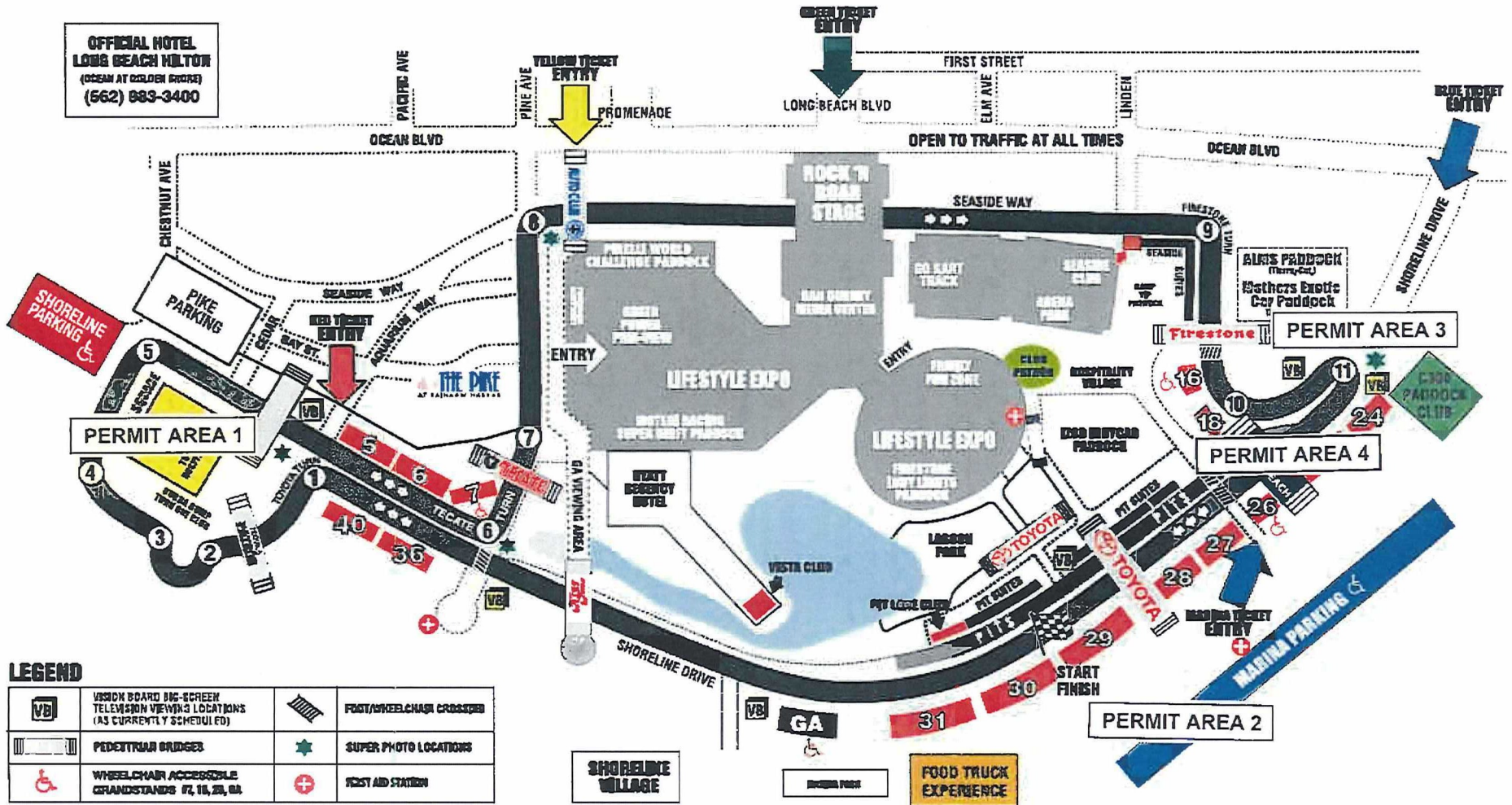


EXHIBIT B - HOSPITALITY AREAS

2014 TOYOTA GRAND PRIX OF LONG BEACH CIRCUIT MAP

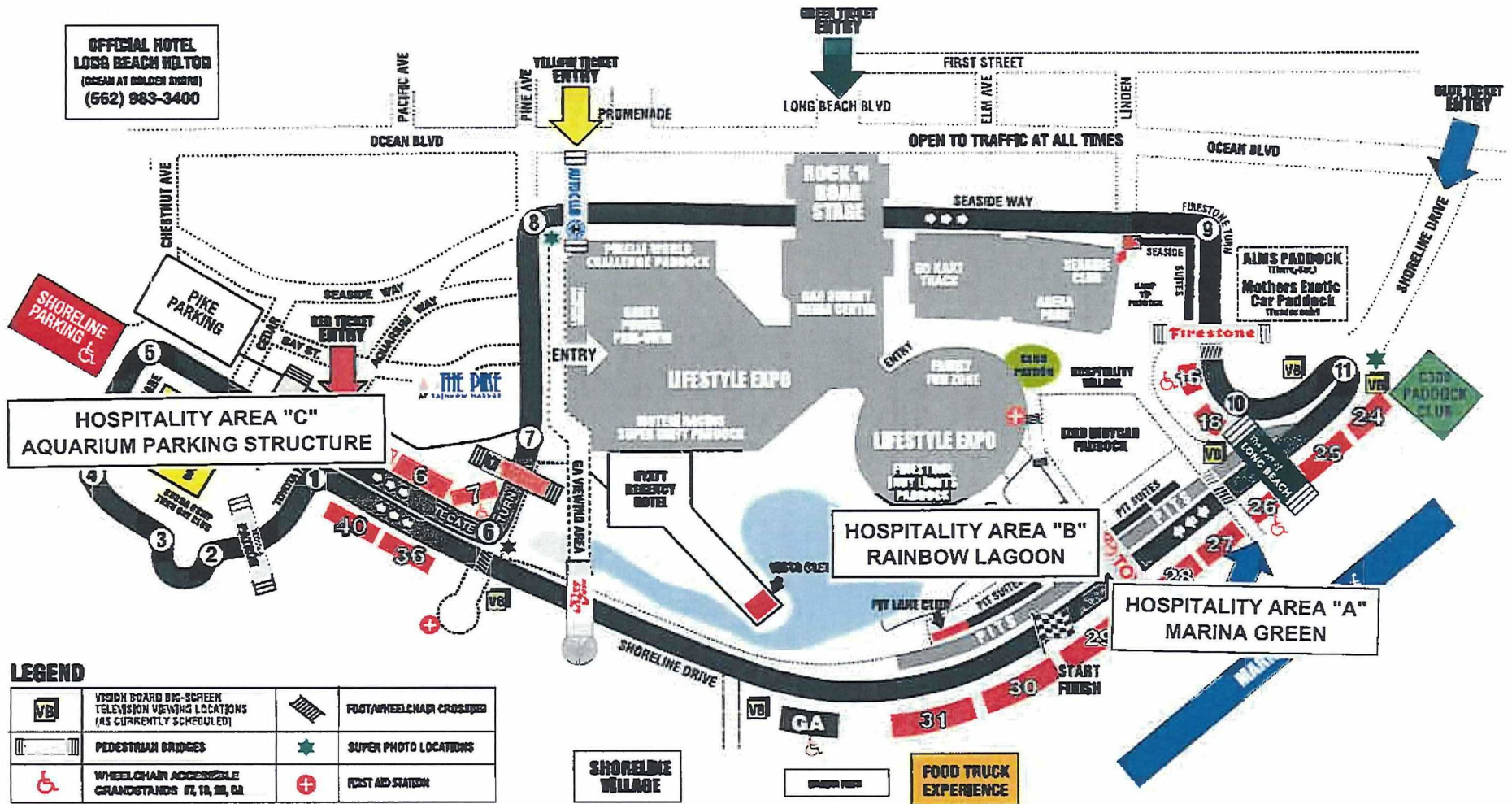


EXHIBIT C

2014 Grand Prix Revocable Permit

PARKING CHARGES

Beach Parking	\$ 4,500.00
Alamitos Lot Parking	\$ 2,628.00
Access Road Parking	\$ 5,994.00
Boat Owner Parking	<u>\$ 1,952.00</u>
TOTAL:	\$15,074.00 *

* Per Grand Prix Association of Long Beach, LLC Amended and Restated Agreement Friday-Sunday Expense Cap (Exhibit B).