

RIGHT-OF-ENTRY PERMIT

P-00183

THIS RIGHT-OF-ENTRY PERMIT ("Permit") is made this 8th day of May, 2018 by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and INTERTREND ENTERPRISES, LLC DBA POW WOW LONG BEACH (collectively, "Permittee").

WHEREAS, Permittee has an immediate need to occupy four (4) City-owned parking stalls generally located on the southwest corner of the roof of City Place B parking structure more particularly depicted on Exhibit "A" attached hereto (the "Premises").

WHEREAS, City is willing to grant Permittee the temporary right to occupy a portion of the Premises 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 whatever portion of the Premises is reasonably necessary for the express purpose of completing a mural on the east facing wall of 404 Pine Avenue. Permittee shall not use the Premises for any other purpose other than as described in this Section. Permittee shall not bring any hazardous materials upon the Premises.

2. Term. Permittee may occupy the Premises beginning on June 23, 2018, and continuing until June 30, 2018. Upon expiration of this Permit, Permittee shall 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).

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 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.

4. Occupancy Fee. Permittee shall not be obligated to make any payments to City for use of the Premises.

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]

Please contact Lori Craig at (562) 570-3863 to arrange access to the Premises.

CITY OF LONG BEACH

APPROVED AS TO FORM

5-16, 2018

By: [Signature]
Name: TOM MODICA
Title: ASSISTANT CITY MANAGER

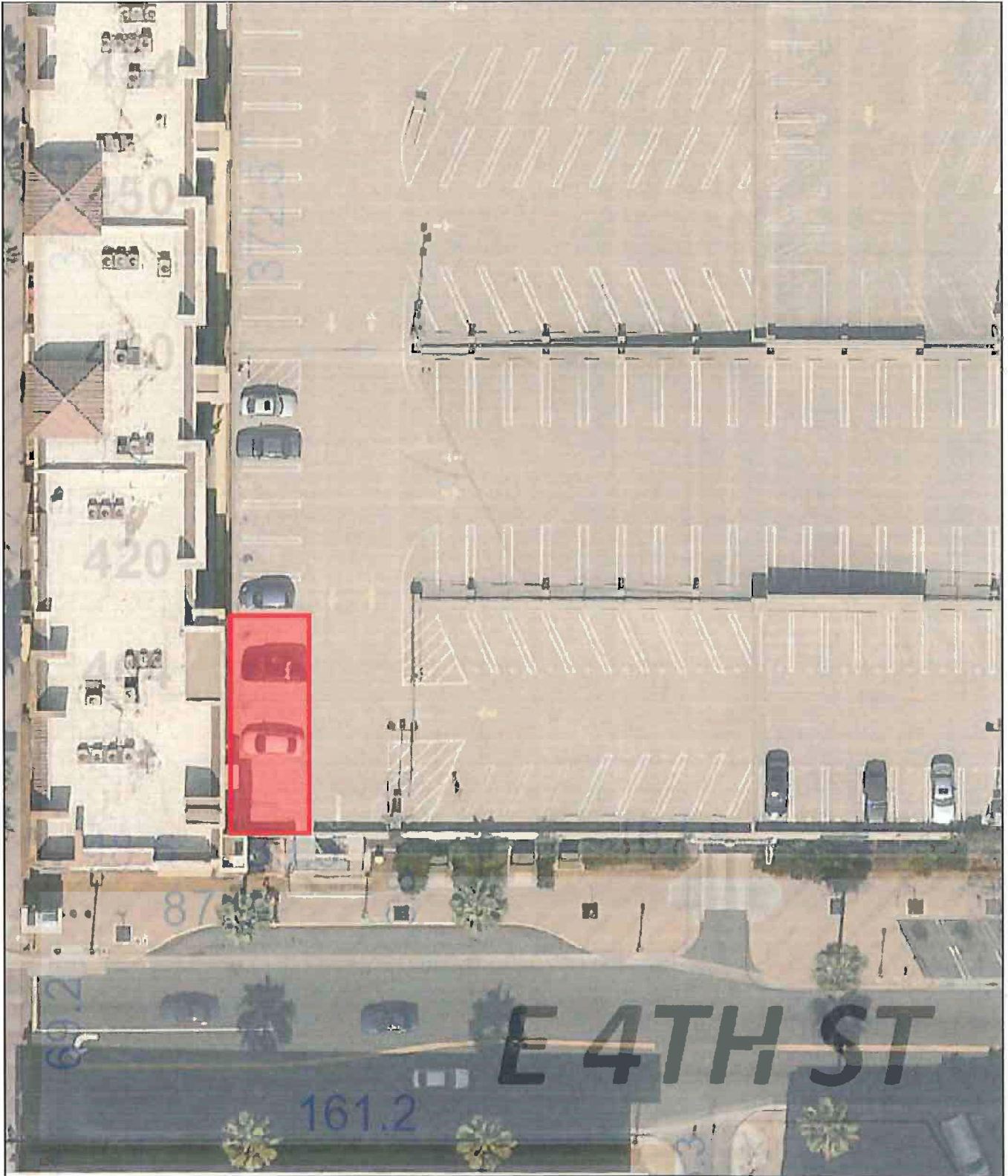
[Signature]
CHARLES PARKIN City Attorney
By: [Signature]
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

Agreed and Accepted: **Tom Modica**
Assistant City Manager

INTERTREND ENTERPRISES EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

By: T. Ashcraft
Name: [Signature]
Title: Director

Exhibit A



Permit Premises

