

33929

RIGHT-OF-ENTRY PERMIT

THIS RIGHT-OF-ENTRY PERMIT ("Permit") is made this 21st day of June, 2015 by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and JASPER WONG / POW WOW LLC (collectively, "Permittee").

WHEREAS, Permittee has an immediate need to occupy certain real property owned by City located at 300 Ocean Boulevard, commonly known as the Convention Center and 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 building located on the Premises. 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 21, 2015, and continuing until July 21, 2015. 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); provided, however that any mural and associated art approved by City (the "Mural") may remain on the Premises.

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. Permittee acknowledges and agrees that the Mural may be altered or removed by City in its sole and absolute discretion at any time after completion of the same, and Permittee waives its rights associated with the Mural in accordance with the waiver letter attached to this Permit as Exhibit B. Permittee represents and warrants that he is an "author" of the Mural for purposes of the Visual Artists Rights Act and has the full authority to waive all such rights applicable to the Mural.

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 Mary Torres at (562) 570-6846 to arrange access to the Premises.

CITY OF LONG BEACH

By: J. B. M. Assistant City Manager
Name: Patrick H. West
Title: City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Agreed and Accepted:

POW WOW LLC

By: J. K. W.
Jasper Wong

J. K. W.
JASPER WONG, an individual

APPROVED AS TO FORM
6-19, 2015
CHARLES PARKIN, City Attorney
By: [Signature]
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

EXHIBIT A
PREMISES

Long Beach Convention and Entertainment Center



Long Beach Convention & Entertainment Center



EXHIBIT B



BOARD OF DIRECTORS
FOUNDER AND LEAD DIRECTOR
JASPER WONG

CO-LEAD DIRECTOR
KAMEA HADAR

EVENTS DIRECTOR
AMY WONG

OPERATIONS DIRECTOR
JEFFREY GRESS

DOCUMENTATION DIRECTOR
MIKEY INOUE

MUSIC DIRECTOR
CHRISTA WITTMIER

LB REGIONAL DIRECTOR
JOHN HALL

TAIWAN REGIONAL DIRECTOR
LAWRENCE CHEN

June 3, 2015

To Whom It May Concern,

For good and valuable consideration, the receipt of which is hereby acknowledged, I, Jasper Wong, Founder and Lead Director of POW! WOW!, with a mailing address of 233 Hawaii Loa Street, Honolulu, HI 96821 hereby acknowledge the existence of my statutory moral rights under 17 U.S.C. 106A and other moral rights in the mural at the Long Beach Convention Center, which is to be used as a work of visual art, and I hereby expressly and forever waive all such rights. I further understand and agree that the Work is to be painted or otherwise installed onto the side of the building located at 300 E Ocean Blvd Long Beach CA 90802 and that the installation of the Work on the Building may subject it to destruction, distortion, mutilation, or other modification, by reason of its removal or other acts at a later date.

Sincerely,

A handwritten signature in black ink, appearing to read "Jasper Wong", written in a cursive style.

Jasper Wong
Founder and Lead Director