

1 Lessee acknowledges that he has not received and Lessor has not made
2 any warranty, express or implied, as to the condition of the Premises. Either party may
3 terminate this Lease Agreement at any time upon providing thirty (30) days written notice.

4 2. AUTHORIZED USE:

5 A. Purpose: City's primary purpose for entering into this Lease is
6 to provide services needed by the City and public. In furtherance of that purpose,
7 Lessee, during the term, shall use the Premises for the uses described below on a
8 near continuous basis during business hours agreed between the Lessee and the
9 City Manager or his or her designee. No use, not specifically permitted by this
10 section shall be allowed without the written permission of the City Manager or his
11 or her designee ("Manager").

12 Lessee in the conduct of the waterless car wash, shall not in any
13 manner whatsoever interfere with regular use of the Premises for its intended
14 purpose.

15 Lessee shall provide mobile waterless car washing services at
16 multiple City owned locations at standard costs set for private and City owned
17 vehicles. Lessee shall use products that are non-toxic, organic, and do not harm
18 paint, decals, or adhesives.

19 3. NOISE ABATEMENT/CONDUCT: Lessee shall not use the
20 Premises nor conduct its business in any manner that will create a nuisance,
21 unreasonable annoyance, or waste. Lessee shall not make or permit any noise or odors
22 that constitute a nuisance within the meaning of California Civil Code Section 3479 or
23 California Penal Code Section 370. Lessee shall not permit any intoxicated persons in
24 or about the premises nor allow any profane or indecent language/behavior. Lessee
25 shall call upon the aid of peace officers to assist in maintaining peaceful conditions.

26 4. TERM: The term of this Lease shall be for six (6) months
27 commencing May 1, 2010 and terminating November 1, 2010. Upon termination of this
28 Lease (whether by lapse of time or otherwise), Lessee shall quit and surrender

1 possession of the Premises and remove its personal property therefrom. The initial
2 term shall determine feasibility and profitability and if the Pilot is deemed successful, City
3 will work to continue this service. During the six (6) month term, Lessee is responsible
4 for reporting the number of washes and income, broken down by month.

5 5. RENT: The rent for the entire term shall be one dollar (\$1.00) in
6 consideration for providing a waterless option for car washing services to city fleet
7 vehicles and private vehicles at locations near City facilities.

8 6. FEES AND CHARGES: All fees and charges associated with the
9 permitted operations and activities and any changes to fee schedules attached as
10 exhibit "A", shall be subject to the prior written approval of the City Manager.

11 7. UTILITIES: City, at its cost, shall promptly pay or cause to be paid
12 all utility fees, costs and charges resulting from such use or assessments for utilities
13 levied against the Premises for any period during the term of this Lease.

14 8. TRASH REMOVAL AND DISPOSAL: Lessee shall keep the
15 Premises in a neat and sanitary condition, as determined by the City Manager in his/her
16 sole discretion, including but not limited to removing and cleaning any graffiti, waste,
17 refuse, trash or debris from the Premises. No offensive or refuse matter constituting a
18 fire hazard or nuisance shall be deposited or remain on the Premises.

19 9. MAINTENANCE AND REPAIR: Lessee shall maintain, at its sole
20 cost and to the satisfaction of City Manager, the Premises and all improvements,
21 thereon in a safe, clean, good condition, in substantial repair, and in compliance with all
22 applicable laws, rules and regulations. Lessee shall furnish adequate containers for the
23 disposal of trash and garbage and shall pay any trash disposal charges incurred
24 therefore. Lessee shall not allow refuse matter or any substance constituting a fire
25 hazard, material detrimental to the public health or any hazardous material on the
26 Premises.

27 10. PROTECTION OF VEHICLES: Lessee will take every reasonable
28 precaution to ensure the protection of private and City vehicles from theft and/or theft of

1 the vehicle's contents. Lessee shall use a lockable key box to store vehicle keys as
2 necessary and shall take every reasonable precaution to ensure the protection of the key
3 box.

4 Additionally, Lessee shall provide a method approved by the City for City
5 employees or the public to retrieve vehicle keys should keys not be picked up before
6 Lessee ceases daily operations.

7 11. INVOICING: Lessee shall provide monthly invoicing for City vehicles
8 washed. Invoices shall include the name of City department, name of City employee,
9 date and type of wash and amount of wash.

10 12. NO CITY LIABILITY: City, its boards, commissions, officials and
11 employees shall not be liable for any loss, theft, or damage to vehicles, equipment, trade
12 fixtures, and other personal property in, on or at the Premises. Further, Lessee waives
13 all claims for loss or damage to Lessee's business, or injury to or death of persons in, on
14 or at the Premises from any cause except to the extent caused by the gross negligence
15 or willful misconduct of the City, its Board, commissions, officials and employees.

16 13. INSURANCE: Concurrent with the execution of this Lease and in
17 partial performance of Lessee's obligations hereunder, Lessee shall procure and
18 maintain at Lessee's expense for the duration of this Lease, including any extensions,
19 renewals, or holding over thereof, the following insurance coverages from insurance
20 companies that are admitted to write insurance in the State of California or from
21 authorized nonadmitted insurers that have ratings of or equivalent to an A:VIII by A.M.
22 Best and Company:

23 A. Commercial General Liability insurance (equivalent in
24 coverage scope to ISO form CG 00 01 11 85 or 11 88) in an amount not less than
25 One Million Dollars (\$1,000,000) combined single limit per occurrence and
26 covering the Lessee's operations under or in connection with this Lease. If the
27 policy contains a general aggregate, the general aggregate shall be in an amount
28 not less than Two Million Dollars (\$2,000,000). Such insurance shall include, as

1 may be applicable to Lessee's operations under or in connection with this Lease,
2 broad form contractual liability, products and completed operations liability and
3 liquor liability. The City of Long Beach, its officials, employees and agents shall be
4 added as additional insureds by endorsement (equivalent in coverage scope to
5 ISO form CG 20 26 11 85). This insurance shall contain no special limitations on
6 the scope of protection afforded to the City, its officials, employees and agents,
7 and shall provide cross-liability protection.

8 B. Protection and Indemnity including, as may be applicable to
9 Lessee's operations under or in connection with this Lease, damage or loss to city
10 or private party motor vehicles, injury to passengers, damage to piers, docks and
11 pilings and property on piers and docks, wreck removal, and collision liability in an
12 amount not less than One Million Dollars (\$1,000,000) per occurrence for each
13 vessel operating under this Lease. If the policy contains a general aggregate, the
14 general aggregate shall be in an amount not less than Two Million Dollars
15 (\$2,000,000). The City of Long Beach, its officials, employees and agents shall be
16 added as additional insureds by endorsement. This insurance shall contain no
17 special limitations on the scope of protection afforded to the City, its officials,
18 employees, and agents, and shall provide cross-liability protection.

19 C. "All Risk" property insurance in an amount sufficient to cover
20 the full replacement value of the buildings and structural improvements leased to
21 Lessee by Lessor. Lessor shall be named as an insured under a standard loss
22 payable endorsement.

23 D. "All Risk" property insurance in an amount sufficient to cover
24 the full replacement value of Lessee's personal property and equipment on the
25 Premises.

26 E. Business interruption insurance insuring that the rent due
27 Lessor shall be paid for a period of up to twelve (12) months if the Premises are
28 destroyed or rendered inaccessible.

1 F. Workers' Compensation as required by the State of California
2 endorsed, as applicable, to include United States Longshoremen and Harbor
3 Workers' Compensation Act coverage and Jones' Act coverage and Employer's
4 Liability insurance with minimum limits of One Million Dollars (\$1,000,000).

5 Any self-insurance program or self-insured retention must be
6 approved separately in writing by City and shall protect the City of Long Beach, its
7 officials, employees, and agents in the same manner and to the same extent as they
8 would have been protected had the policy or policies not contained retention provisions.

9 Each insurance policy shall be endorsed to state that coverage shall
10 not be suspended, voided, materially changed, or canceled by either party except after
11 thirty (30) days prior written notice to City, and shall be primary to City. Any insurance or
12 self-insurance maintained by City shall be excess to and shall not contribute to insurance
13 or self-insurance maintained by Lessee.

14 Lessee shall deliver to City certificates of insurance and the required
15 endorsements for approval as to sufficiency and form prior to commencement of this
16 Lease. The certificates and endorsements for each insurance policy shall contain the
17 original signature of a person authorized by that insurer to bind coverage on its behalf.
18 Lessee shall, at least thirty (30) days prior to expiration of such policies, furnish City with
19 evidence of renewals. City reserves the right to require complete certified copies of all
20 said policies at any time.

21 Such insurance as required herein shall not be deemed to limit
22 Lessee's liability relating to performance under this Lease. The procuring of insurance
23 shall not be construed as a limitation on liability or as full performance of the
24 indemnification and hold harmless provisions of this Lease. Lessee understands and
25 agrees that, notwithstanding any insurance, Lessee's obligation to defend, indemnify, and
26 hold City, its officials, agents, and employees harmless hereunder is for the full and total
27 amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any
28 manner connected with the operations of Lessee.

1 Any modification or waiver of the insurance requirements herein shall
2 be made only with the written approval of the City's Risk Manager or designee.

3 14. INDEMNIFICATION:

4 A. General Indemnity: Lessee shall defend and indemnify the
5 City of Long Beach and its officers and employees while acting within the scope of
6 their duties from and against any and all actions, suits, proceedings, claims and
7 demands, costs (including attorneys' fees and court costs), expense and liability of
8 any kind or nature whatsoever ("claims") for injury to or death of persons or
9 damage to property (including property owned by or under the control of the City)
10 which may be brought, made, filed against, imposed upon or sustained by the City,
11 its officers or employees based upon or arising out of Lessee's car washing
12 operation.

13 This indemnity shall not include claims based upon or arising out of
14 the sole negligence, gross negligence, or willful misconduct of the City, its officers
15 and employees. Further, this indemnity shall not require payment of a claim by the
16 City or its officers or employees as a condition precedent to the recovery under the
17 same. This indemnification provision supplements and in no way limits the scope
18 of the indemnifications set out in subparagraph 12.B below. The indemnity
19 obligation of Lessee under this paragraph shall survive the expiration or
20 termination, for any reason, of this Lease.

21 B. Environmental Release and Indemnification: Lessee hereby
22 agrees to hold harmless, defend and indemnify the City and its employees,
23 members and officials from and against all liability, loss, damage, costs, penalties,
24 fines and/or expenses (including attorneys' fees and court costs) arising out of or
25 in any way connected with or the activities, acts or omissions of Lessee, its
26 Lessees, employees, contractors or agents on or affecting the Premises without
27 regard to fault or negligence including but not limited to the release of any
28 hazardous materials into the air, soil, groundwater or surface water on, in, under or

1 from the Premises whether such condition, liability, loss, damage, cost, penalty,
2 fine and/or expense shall accrue or be discovered before or after termination of
3 this Lease. This indemnification supplements and in no way limits the scope of the
4 indemnification set forth in paragraph 12.A. above.

5 C. Definition: "Hazardous material" means any substance:

6 i. The presence of which requires investigation or
7 remediation under any federal, state or local statute, regulation, ordinance,
8 order, action, policy or common law; or

9 ii. Which is or becomes defined as a "hazardous waste,"
10 "hazardous substance," pollutant or contaminant under any federal, state or
11 local statute, regulation, rule or ordinance or amendments thereto including,
12 without limitation, the Comprehensive Environmental Response,
13 Compensation and Liability Act (42 U.S.C. section 9601 et seq.) and/or the
14 Resource Conservation and Recovery Act (42 U.S. C. Section 6901 et
15 seq.); or

16 iii. Which is toxic, explosive, corrosive, flammable,
17 infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous
18 and is or becomes regulated by governmental authority, agency,
19 department, commission, board, agency or instrumentality of the United
20 States, the State of California or any political subdivision thereof; or

21 iv. The presence of which on the Premises causes or
22 threatens to cause a nuisance upon the Premises or to adjacent properties
23 or poses or threatens to pose a hazard to the health or safety of persons on
24 or about the Premises; or

25 v. The presence of which on adjacent properties could
26 constitute a trespass by Lessee; or polychlorinated bipheynols (PCBs),
27 asbestos or urea formaldehyde foam insulation.

28 15. FORCE MAJEURE: City and Lessee shall not be deemed to be in

1 default in the performance of the terms, covenants or conditions of this Lease if either
2 party is prevented from performing said terms, covenants or conditions by causes
3 beyond its control, including, without limitation, acts of God or the public enemy; failures
4 due to nonperformance or delay of performance by suppliers or contractors; any order,
5 directive or other interference by municipal, state, federal or other governmental official
6 or agency; any catastrophe resulting from the elements, flood, fire, explosion, or any
7 other cause reasonably beyond the control of a party, but excluding strikes or other labor
8 disputes, lockouts, work stoppages or financial inability.

9 16. ASSIGNMENT OR TRANSFER: Lessee shall not assign or transfer
10 this Lease nor shall any interest herein be assignable or transferable by operation of law
11 or by any process or proceedings of any court or otherwise. Any attempted transfer or
12 assignment shall be void and confer no rights whatsoever upon a transferee or
13 assignee.

14 Notwithstanding the foregoing, Lessee may grant subleases, licenses or
15 concessions to others provided Lessee shall first obtain the written consent of the City
16 Manager. The City Manager shall not be required to give any consent to a proposed
17 sublease, licensing or grant of concession rights, unless and until Lessee has submitted
18 to the City Manager such additional information regarding the identity of proposed
19 sublessee, and the terms and conditions of the proposed transaction as may be required
20 by the City Manager to make a determination to grant or withhold such consent. Further,
21 the City Manager shall have the right to impose such further conditions in connection with
22 the granting of consent as may be required to assure that public health, safety, welfare
23 and convenience will be best served by the proposed sublease.

24 If Lessee shall be adjudicated a bankrupt or become insolvent or any
25 interest in this Lease be taken by virtue of attachment, execution, or receivership, the City
26 may terminate this Lease upon five (5) days written notice to Lessee.

27 17. HOLDING OVER: This Lease shall terminate without any further
28 notice as of the Lease expiration date set forth in Section four above. Any holding over

1 by Lessee after the Lease expiration date shall not constitute a renewal or extension or
2 give Lessee any rights in or to the Premises except as expressly provided in this Lease.
3 Any holding over after the Lease expiration date without the consent of City shall be
4 construed to be a tenancy from month to month, at fees no less than the fees due for the
5 last term of the Lease, and shall otherwise be on the terms and conditions herein
6 specified.

7 18. INSPECTION: The City's authorized representatives shall have
8 access to and across the Premises during business hours and, in the event of an
9 emergency, at any other time for inspection, repair of publicly-owned utilities and
10 structures, and for fire and police purposes. During any inspection, the City shall have
11 the right to use photographic devices, equipment or other instruments for recording
12 conditions and events on the Premises.

13 19. GENERAL PROVISIONS:

14 A. Notices, Demands and Communication Between the Parties:

15 Notices, demands, and communication between City and Lessee shall be in
16 writing and shall be sufficiently given if personally served or if mailed by registered
17 or certified mail, postage prepaid, return receipt requested addressed as follows:

18 TO CITY: City Manager
19 13th Floor, City Hall
20 333 West Ocean Boulevard
21 Long Beach, California 90802

22
23 TO LESSEE: Lucky Auto Detailing, Inc.
24 14115 Moorpark St., #118
25 Sherman Oaks, CA 91423

26 Either party may change its address by notifying the other party of
27 the change of address. Notice shall be deemed communicated within forty-eight
28 (48) hours from the time of mailing if mailed as provided in this paragraph.

1 B. Conflict of Interest: No member, official or employee of City
2 shall have any personal interest, direct or indirect, in this Lease, nor shall any such
3 member, official or employees participate in any decision relating to this Lease
4 which affects his personal interest or the interests of any corporation, partnership
5 or association in which he is, directly or indirectly, interested. No member, official
6 or employee of City shall be personally liable to Lessee, or any successor in
7 interest, in the event of any default or breach by City or for any amount which may
8 become due to Lessee or successor or on any obligations under the terms of this
9 Lease.

10 C. Defaults and Remedies:

11 i. Defaults – General: Failure by either party to perform
12 any term or provision of this Lease constitutes default under this Lease, if
13 not cured within thirty (30) days from the date of receipt of a written notice
14 from the other party specifying the claimed default provided that such
15 default cannot reasonably be cured within such thirty (30) day period, the
16 party receiving such notice of default shall not be in default under this
17 Lease if such party commences the cure of such default within such thirty
18 (30) day period and thereafter diligently prosecutes the steps to cure such
19 default to completion.

20 ii. Institution of Legal Actions: In addition to any other
21 rights or remedies, either party may institute legal action to cure, correct, or
22 remedy any default, to recover damages for any default, or to obtain any
23 other remedy consistent with the purpose of this Lease. Such legal actions
24 must be instituted in the South Branch of the Superior Court of the County
25 of Los Angeles, State of California, or in the Federal District court in the
26 Central District of California. The prevailing party in any action commenced
27 pursuant to this Lease shall be entitled to recover reasonable costs,
28 expenses and attorneys' fees.

1 iii. Applicable Law: The laws of the State of California
2 shall govern the interpretation and enforcement of this Lease. Lessee
3 during its use and occupancy of the Premises shall at all times comply with
4 all laws, ordinances, rules, and regulations of and obtain Permits from all
5 federal, state, and local governmental authorities having jurisdiction over
6 the Premises, Lessee's vessels and Lessee's activities thereon.

7 iv. Service of Process: In the event any legal action is
8 commenced by Lessee against City, service of process on City shall be
9 made by personal service upon the City Clerk of the City, or in such other
10 manner as may be provided by law.

11 In the event that any legal action is commenced by City
12 against Lessee, service of process on Lessee shall be made as provided by
13 law and shall be valid whether made within or without the State of
14 California.

15 v. Rights and Remedies Are Cumulative: Except as
16 otherwise expressly stated in this Lease, the rights and remedies of the
17 parties are cumulative, and the exercise by either party of one or more such
18 rights or remedies shall not preclude the exercise by it, at the same or
19 different times, of any other rights or remedies for the same default or any
20 other default by the other party.

21 vi. Inaction Not a Waiver of Default: Any failures or delays
22 by either party in asserting any of its rights and remedies as to any default
23 shall not operate as a waiver of any default or of any such rights or
24 remedies or deprive either such party of its right to institute and maintain
25 any actions or proceedings which it may deem necessary to protect, assert
26 or enforce any such rights or remedies.

27 vii. Remedies: In the event of a default by Lessee, which
28 is not cured by Lessee within the times specified in this Lease, City without

1 further notice to Lessee, may declare this Lease and/or Lessee's right of
2 possession at an end.

3 D. Partial Invalidity: If any term or provision of this Lease or the
4 application thereof to any party or circumstances shall, to any extent, be held
5 invalid or unenforceable, the remainder of this Lease, or the application of such
6 term or provisions, to persons or circumstances other than those as to whom or
7 which it is held invalid or unenforceable, shall not be affected thereby, and each
8 term and provision of this Lease shall be valid and enforceable to the fullest extent
9 permitted by law.

10 E. Entire Agreement, Waivers and Amendments: This Lease
11 constitutes the entire understanding and agreement of the parties. This Lease
12 integrates all the terms and conditions mentioned herein or incidental hereto, and
13 supersedes all negotiations between the parties with respect to all or any part of
14 the subject matter hereof.

15 F. Waivers: All waivers of the provisions of this Lease must be
16 in writing by the appropriate authorities of City or Lessee and all amendments
17 hereto must be in writing by the appropriate authorities of City and Lessee.

18 G. Successors in Interest: The provisions of this Lease shall be
19 binding upon and shall inure to the benefit of the heirs, executors, assigns and
20 successors in interest of the parties hereto.

21 H. Nondiscrimination: In connection with performance of this
22 Lease and subject to applicable laws, rules and regulations, Lessee shall not
23 discriminate in rendering services hereunder on the basis of race, color, religion,
24 national origin, sex, sexual orientation, gender identity, AIDS, HIV status, age,
25 disability, handicap or veteran status.

26 I. No Joint Venture or Partnership: Nothing in this Lease shall
27 be construed as creating either a partnership or joint venture between the parties
28 hereto.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 J. Americans with Disabilities Act: Lessee shall have and be
2 allocated the sole responsibility to comply with the Americans with Disabilities Act
3 of 1990 ("ADA"), as amended, with respect to the Premises and Lessee shall
4 defend, indemnify and hold Lessor, its officials and employees harmless from and
5 against all claims of failure to comply with or violation of the ADA.

6 20. TAXES: This Lease may create a possessory interest subject to
7 property taxation and Lessee may be liable for the payment of property taxes levied on
8 such possessory interest. Lessee shall pay or cause to be paid, prior to delinquency, all
9 taxes, assessments and other governmental and district charges that may be levied or
10 assessed for buildings, improvements or property located on the Premises and upon
11 possessory interests created by this Lease. Satisfactory evidence of such payments
12 shall be delivered by Lessee upon demand therefore.

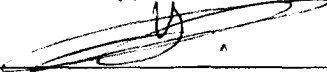
13 21. ADVERTISING: Lessee shall provide signage at the premises
14 advertising the car wash services offered. All signage must be approved by the City in
15 advance of placement.

LUCKY AUTO DETAILING, a California corporation

17
18 April 9th, 2010

By 
YAN KRIV
President
Type or Print Name

19
20
21 April 9th, 2010

By 
YAN KRIV
Secretary
Type or Print Name

"Lessee"

CITY OF LONG BEACH, a municipal corporation

25
26 4/29/10, 2010

By 
City Manager

"City"

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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Approved as to form this 14th day of April, 2010.

ROBERT E. SHANNON, City Attorney

By:  Deputy

EXHIBIT "A"

Fees and Charges



AUTO DETAILING

Package #1

Regular Wash
(sedans) - \$20 / suv's - \$25

Exterior Wash & Dry - Vacuum Interior - Interior Wipedown
Clean Rims - Dress Tires - Clean Windows In & Out

Package #2

Handwax Package
(sedans) - \$50 / suv's - \$60

Regular Wash Package
Hand applied & removed Carnauba Wax - Airfreshner

Package #3

Inside Detail
Package - \$50

Carpet & Mats Shampoo - Elimination of odors
Vinyl & Leather Conditioning

Package #4

Mini Detail
Package - \$95

Regular Wash Package + Handwax Package + Inside Detail Package

Package #5

Full Detail
(sedans) - \$150 / suv's - \$170

Regular Wash Package + Handwax Package + Inside Detail Package
Clay treatment (removes any irregularities & rough spots)
Polish with Premium Glaze



Yan Kriv
<pryanik119@yahoo.com>

05/14/2010 01:49 PM

To Victoria Bunoan <Victoria.Bunoan@longbeach.gov>
cc
bcc
Subject Re: Attachment

1 attachment



LuckyPriceList.jpg

Here is one that I have available right now, will it work? All the city vehicles will be charged at \$10.00 for wash package

Yan Kriv
Lucky Auto Detailing, Inc
(818) 726-9700

--- On **Thu, 5/13/10, Victoria Bunoan <Victoria.Bunoan@longbeach.gov>** wrote:

From: Victoria Bunoan <Victoria.Bunoan@longbeach.gov>
Subject: Re: Attachment
To: pryanik119@yahoo.com
Date: Thursday, May 13, 2010, 10:23 AM

Hi,

I haven't received the attachment yet. Please forward asap. Thanks.

Victoria Bunoan/DV/CLB

To pryanik119@yahoo.com
cc
Subject Attachment

05/06/2010 04:35 PM

Hi,

Please forward the attachment to your contract to me. Thanks.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2010

PRODUCER
Timothy Gaspar Insurance Services, Inc.
6345 Balboa Blvd. Building IV, Suite 175
Encino, CA 91316
License #: 0G66626

Phone: (818)609-7575

INSURER
Lucky Auto Detailing
Yan Kriv
14115 Moorpark St.
Unit 108
Sherman Oaks, CA 91423

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: C.N.A - Continental Casualty Co.
INSURER B: C.N.A - Valley Forge Insurance Company
INSURER C:
INSURER D:
INSURER E:

NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADOL LTR INSHR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A Y	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR	B4017555828	06/24/2009	06/24/2010	EACH OCCURRENCE (EXCEPT TO RENTALS) \$ 1,000,000 PROPERTY DAMAGE \$ 300,000 MEDICAL EXPENSE \$ 10,000 PERSONAL & ADULTERY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LCC	<p>Recommend Approval ^X</p> <p><i>Carl Shell</i> Risk Management Consultant 4-15-2010</p>			
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NONOWNED AUTOS				
	GARAGE LIABILITY ANY AUTO	<p>X The other coverages in the lease are not applicable.</p>			
A	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE	4019941906	06/24/2009	06/24/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DEDUCTIBLE RETENTION \$	<p>DEVELOPMENT → <i>L.V. Bunoan</i></p>			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ALL EMPLOYER PARTICIPATING EXECUTIVE OFF EMPLOYER EXCLUDED? IF YES, QUOTE RATES SPECIAL PROVISIONS (L-VA) OTHER	WC 417555831	07/01/2009	06/24/2010	X RESTATEMENT OF LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - PER EMPLOYEE \$ 1,000,000 EL DISEASE - POLY CLAIM \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder reads: City of Long Beach, it's officials, employees and agents, and is named as an additional insured as per endorsement form SB-146932-C attached.

*30 Days Notice of Cancellation; 10 Days Notice of Cancellation for Non-payment of premium.

CERTIFICATE HOLDER

City of Long Beach
333 W. Ocean Blvd., 3rd Floor
Long Beach, CA 90802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Yan Kriv

(DRK)

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NON-CONTRACTORS BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. ADDITIONAL INSURED - BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and

coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured -- Your Work

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under Liability and Medical Expenses Definitions do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, collar

entrances, coal holes, driveways, manholes, marquees, holstaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests - Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person

or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs e. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

Michael Alteo
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