

RIGHT-OF-ENTRY PERMIT

33931

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"), acting as THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, and JASPER WONG / POW WOW LLC (collectively, "Permittee").

WHEREAS, Permittee has an immediate need to occupy certain real property owned by City located at 411 E. 4th Street, commonly known as the Park D Plaza 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, acting as THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY OF THE
CITY OF LONG BEACH

By: A. Bodek
Name: AMY J. BODEK AICP
Title: DIRECTOR OF DEVELOPMENT SERVICES APPROVED AS TO FORM

Agreed and Accepted:

POW WOW LLC

By: _____
Jasper Wong

6-18-2015
CHARLES PARKIN, City Attorney
By: _____
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

JASPER WONG, an individual

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

CITY OF LONG BEACH, acting as THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY OF THE
CITY OF LONG BEACH

By: *A. Bodek*
Name: AMY J. BODEK AICP
Title: DIRECTOR OF DEVELOPMENT SERVICES APPROVED AS TO FORM

Agreed and Accepted:

POW WOW LLC

6-18-2015
CHARLES PARKIN, City Attorney
By: *[Signature]*
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

By: *[Signature]*
Jasper Wong

[Signature]
JASPER WONG, an individual

EXHIBIT A
PREMISES

411 E. 4th Street



EXHIBIT B



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, 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 411 E 4TH ST 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.

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 WITTMER

LB REGIONAL DIRECTOR
JOHN HALL

TAIWAN REGIONAL DIRECTOR
LAWRENCE CHEN

Sincerely,

A handwritten signature in black ink, appearing to read "Jasper Wong", is written over a faint, larger version of the signature.

Jasper Wong
Founder and Lead Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2015

| | | |
|--|--|---------------|
| PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com | THIS CERTIFICATION 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 | NAIC # |
| INSURED POW WOW LLC Jasper Wong 233 Hawaii Loa Street Honolulu, HI 96821 | INSURER A: Essex Insurance Company | 39020 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

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/ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|-------------------------|---|-----------------|-------------------------------------|--------------------------------------|--|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability | 3DS5440-M780232 | 06/01/2015 | 07/11/2015 | EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE | \$ 1,000,000 |
| | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$ 1,000,000 |
| | | | | | DEDUCTIBLE | \$ 1,000 |
| | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | OTHER THAN EA ACC | \$ |
| | | | | | AUTO ONLY: AGG | \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS | OTH-ER |
| | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | OTHER | | | | | |

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

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
 Attendance: 500, Event Type: Art Festival .

CERTIFICATE HOLDER

Park[D] Plaza
 411- 421 E 4th St
 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|---|
| The City of Long Beach, a municipal corporation, and the City of Long Beach as Successor Agency to the Redevelopment Agency |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.