

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

FITNESS PROVIDER PERMIT

33373

THIS PERMIT is made and entered, in duplicate, as of December 4, 2013 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 3, 2013, by and between the CITY OF LONG BEACH ("City"), a municipal corporation and RAKH SOLID, INC.,^{as} LLC ("Permittee"), whose address is 4081 Green Avenue, # 18, Los Alamitos, California 90720 for the non-exclusive use of City beaches for outdoor fitness classes and personal training.

1. ATTACHMENT "A". Attachment "A" to this Agreement is incorporated by this reference but shall be replaced during the term of this Permit if the City adopts new or different fees. The replacement shall be designated Attachment "A-1" and so forth and shall then be incorporated by this reference.

2. USE. Permittee shall conduct outdoor fitness classes and personal training at the location(s) ("Permit Area") as specified in Attachment A. All Permitted Use of the Permit Area by the Permittee, its employees and invitees shall be at their sole risk, cost and expense.

3. TERM. The term of this Agreement shall begin on December 4, 2013 and end at 11:59 p.m. on December 3, 2016. Either Party may terminate this Permit at any time by providing thirty (30) days prior written notice. On termination or revocation of this Permit, Permittee shall quit and surrender possession of the permit area and remove its personal property from the Permit Area.

4. PERMIT FEE.

A. On December 3, 2014 ("Payment Due Date"), and every permit year thereafter on December 3rd of each Permit year, Permittee shall pay an annual minimum payment to the Department of Parks, Recreation and Marine ("Department"), of Three Hundred Fifty Dollars (\$350.00), ("Guaranteed Annual Minimum"), or three percent (3%) of gross receipts, whichever is greater.

1 B. Additional locations added to the Permit Area as approved by the or
2 City Manager or his designee shall increase the Guaranteed Annual Minimum
3 immediately or retroactive to the first calendar day, of the first month used, as determined
4 by an apportionment formula, calculated as follows: [Guaranteed Annual Minimum x (A /
5 12)], where A = the number of calendar month(s) the additional location(s) were used in
6 each Permit year ("Adjusted Annual Minimum"). Once adjusted, Permittee will then pay
7 the Department the sum of the Guaranteed Annual Minimum and the Adjusted Annual
8 Minimum on the Payment Due Date in each Permit year.

9 C. On December 3rd of each Permit year, Permittee shall deliver or
10 cause to be delivered a statement and / or accounting of gross receipts collected for the
11 preceding Permit year, as defined in Section 4.D. of this Permit.

12 D. Permittee shall, within twenty (20) days following the expiration,
13 termination or revocation of this Permit, pay to the Department any and all sums due to
14 the Department. Gross receipts shall mean all monies received by or due the Permittee
15 as a result of the operations authorized by this Permit without any deductions
16 whatsoever, except any sales tax payable to the State or other governmental agency
17 ("gross receipts").

18 E. City shall have the right to inspect and copy all books, ledgers,
19 accounts and other records of Permittee relating to this Permit, after reasonable notice
20 from City. City shall also have the right to conduct or obtain an audit of Permittee's
21 books, ledgers, accounts and records related to this Agreement. The audit will be at
22 City's expense, but Permittee shall pay its own costs in making the records available.

23 5. SCHEDULE. Upon execution of this Permit and/or as requested by
24 the City, Permittee shall submit a comprehensive schedule of use of the Permit Area for
25 approval by the City Manager or his designee. The submission shall be in writing and
26 shall include all of the dates, times and locations of use of the permit area and additional
27 sites. Permittee shall not deviate from the submitted schedule of use, or add additional
28 dates, times or locations of use of the permit area, without the written consent of the City

1 Manager or his designee. Any deviation from the submitted schedule of use shall be
2 submitted in writing no later than thirty (30) days prior to the anticipated deviation. This
3 Permit may be revoked if Permittee is found to have deviated from the submitted
4 schedule of use, without the approval of the City Manager or his designee.

5 6. RELEASE FORMS. Permittee shall have all of its invitees, or legal
6 guardians of invitees if under the age of 18, complete and sign a release (waiver) form
7 before participating in Permitted Use at the Permit Area, incorporated herein as
8 Attachment B: Adult Participant Waiver and Attachment C: Youth Participant Waiver.
9 Permittee shall retain each completed and signed waiver for one (1) year from the initial
10 date of each of the invitees' participation in Permitted Use at the Permit Area and shall be
11 able to provide them to the Department upon demand by the City Manager or designee.

12 7. CLEANLINESS. Permittee, during their Permitted use of the Permit
13 Area, shall place all waste of any kind in containers provided by the City and restore the
14 Permit Area to its original state after each use. If the Permittee fails to maintain the
15 Permit Area as required, the City will notify Permittee of such failure and, if Permittee fails
16 to correct the situation within thirty (30) days after notice, then the City may make the
17 necessary correction and Permittee shall pay the cost of correction within thirty (30) days
18 after receipt of an invoice from the City. Permittee hereby waives to the extent permitted
19 by law any right to make repairs at the expense of the City.

20 8. COMPLIANCE WITH LAWS. Permittee during their Permitted Use
21 of the Permit Area shall at all times comply with all laws, ordinances, rules and
22 regulations and obtain permits from all federal, state or local government authorities
23 having jurisdiction over the permit area and Permittee's activities on the permit area. In
24 addition, Permittee shall at all times comply with the directives of the City Manager or his
25 designee, as they pertain to Permitted Use of the Permit Area.

26 9. NO ASSIGNMENT. Permittee shall not assign this Permit or any
27 interest in it or allow the transfer of the Permit, whether by operation of law or otherwise,
28 nor delegate its duties hereunder. Any attempted assignment, transfer, or delegation

1 shall be void and confer no rights whatsoever upon an assignee, transferee or delegate.
2 If Permittee is adjudicated a bankrupt or becomes insolvent or any interest in this Permit
3 is taken by virtue of attachment, execution, or receivership, the City may terminate this
4 Permit on five (5) days notice to Permittee.

5 10. SIGNS AND ADVERTISING. All signs, advertising and/or
6 promotional material placed in, on or at the Permit Area shall be approved, in advance, in
7 writing by the City Manager or designee. Permittee shall pay all costs related to such
8 signs, advertising or promotional material. If Permittee places any sign, advertising or
9 promotional material that does not have the prior approval of the City Manager or
10 designee, then the City may remove same without penalty or claim against the City, and
11 Permittee shall immediately pay the cost of such removal on receipt of an invoice from
12 the City, as an additional permit fee.

13 11. CONTROL OF PERMIT AREAS. The City shall have absolute and
14 full control of the Permit Area. If necessary for the health, welfare or safety of the public
15 or as a result of the termination or revocation of this Permit, the City shall have the right
16 to take possession thereof immediately. The City reserves the right to enter the Permit
17 Area at any and all times including the times and days of Permittee's Permitted Use. City
18 reserves the right to do any work at the Permit Area for the preservation, operation and
19 maintenance of the Permit Area that it deems necessary. The City, whenever possible,
20 will inform Permittee when such work will be done if it impacts Permittee's Permitted Use.

21 12. INDEMNITY. Except for the City's gross negligence or willful
22 misconduct and to the fullest extent permitted by law, Permittee shall indemnify and hold
23 harmless the City, its boards, commissions, and their officials, employees and agents
24 (collectively in this Section "City") from and against any and all liability, claims, demands,
25 damage, loss, causes of action, proceedings, penalties, costs and expenses (including
26 reasonable attorney's fees, court costs, and expert and witness fees)(collectively
27 "Claims" or individually "Claim"). Claims include by way of example but are not limited to:
28 Claims for property damage, personal injury or death arising in whole or in part from any

1 negligent act or omission of Permittee, its officers, employees or anyone under
2 Permittee's control (collectively "Indemnitor"); Permittee's breach of this Permit;
3 misrepresentation, willful misconduct; and Claims by any employee of Indemnitor relating
4 to workers' compensation. Independent of the duty to indemnify and as a free-standing
5 duty on the part of Permittee, Permittee shall defend City and shall continue such
6 defense until the Claim (including allegations in a Claim) is resolved, whether by
7 settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach,
8 or the like on the part of Indemnitor shall be required for the duty to defend to arise. Each
9 party shall promptly notify the other party of any Claim.

10 13. INSURANCE. Concurrent with the execution of this Permit and in
11 partial performance of Permittee's obligations hereunder, Permittee shall procure and
12 maintain the following insurance at Permittee's sole expense for the duration of this
13 Permit, including any extensions or renewals thereof, from insurance companies that are
14 authorized to write insurance in the State of California or from insurers listed on the CDI's
15 List of Eligible Surplus Lines' Insurers (LESLI) that have a current rating of or equivalent
16 to A:VIII by A.M. Best Company:

17 A. Commercial general liability insurance equivalent in coverage scope
18 to ISO form CG 00 01 11 85 or 11 88 in an amount not less than One Million Dollars
19 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general
20 aggregate. Such insurance shall include but is not limited to broad form contractual
21 liability, personal and bodily injury, independent contractors liability, sexual molestation
22 liability, and products and completed operations liability. The City of Long Beach, its
23 officials, employees, and agents shall be added as additional insureds by endorsement
24 equivalent in coverage scope to ISO form CG 20 26 11 85 and this insurance shall
25 contain no special limitations on the scope of protection afforded to the City, its officials,
26 employees, and agents.

27 B. Personal accident insurance covering all participants in an amount
28 not less than Ten Thousand Dollars (\$10,000.00) per person.

1 C. "All Risk" property insurance in an amount sufficient to cover the full
2 replacement value of Permittee's personal property and equipment on the premises.
3 Such insurance shall be endorsed with a waiver of subrogation of any claims against the
4 City, its officials, employees, and agents.

5 D. Workers' Compensation insurance as required by the State of
6 California and Employer's Liability insurance in an amount not less than One Million
7 Dollars (\$1,000,000.00) per occurrence.

8 In addition to the endorsements specified above, each insurance policy
9 required herein shall provide by endorsement or by policy form: (i) that the insurance
10 shall not be canceled, nonrenewed, or reduced in coverage or limits except after thirty
11 (30) days prior written notice to City, (ii) that the insurance shall be primary and not
12 contributing to any other insurance or self-insurance maintained by City, its official,
13 employees, or agents, (iii) that the insurance shall apply separately to each insured
14 against whom claim is made or suit is brought, except with respect to the limits of the
15 insurer's liability; and (iv) that the naming of more than one insured shall not, for that
16 reason alone, extinguish any rights of one insured against another, subject to the
17 Company's limits of liability.

18 Any self-insurance program, self-insured retention, or deductible must be
19 approved separately in writing by City Risk Manager or designee and shall protect the
20 City of Long Beach, its officials, employees, and agents in the same manner and to the
21 same extent as they would have been protected had the policy or policies not contained
22 such retention or deductible provisions.

23 Permittee shall deliver to City certificates of insurance and the required
24 endorsements for approval as to sufficiency and form prior to commencement of this
25 Permit. The certificates and endorsements for each insurance policy shall contain the
26 original signature of a person authorized by that insurer to bind coverage on its behalf.
27 City reserves the right to require complete certified copies of all said policies at any time.

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1 Such insurance as required herein shall not be deemed to limit Permittee's
2 liability relating to performance under this Permit. The procuring of insurance shall not be
3 construed as a limitation on liability or as full performance of the indemnification and hold
4 harmless provisions of this Permit.

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

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

14 15. NOTICE. Any notice, demand, request, consent, or communication
15 that either party desires or is required to give to the other party or any other person shall
16 be in writing and either personally delivered or deposited in the U.S. Postal Service, first
17 class, postage prepaid, addressed to Permittee at the address first stated above and to
18 the City at 2760 N. Studebaker Road, Long Beach, CA 90815 Attn: Director. Notice of
19 change of address shall be given in the same manner as stated herein for other notices.
20 Notice shall be deemed given on the date personal delivery is made or forty-eight (48)
21 hours after deposit in the mail.

22 16. DEFAULT. Except where this Permit expressly states that the City
23 may immediately revoke this Permit, the City may revoke this Permit if Permittee fails or
24 refuses to comply with any term, condition or provision of this Permit after notice of such
25 failure or refusal from the City Manager or designee. The acceptance of all or part of the
26 payment of any permit fee after default shall not be deemed a waiver of any right to
27 revoke this Permit on account of such default. Any waiver by the City or City Manager of
28 a default shall be in writing and shall not be construed as or constitute a waiver of any

1 subsequent default of the same or any other term, condition or provision of this Permit.

2 If this Permit is deemed a lease by a court of competent jurisdiction, then
3 Permittee hereby waives any right of redemption under any existing or future laws in the
4 event of removal from the permit areas. Permittee agrees that if the manner or method
5 used by the City in revoking this Permit and removing Permittee from the permit areas
6 gives to Permittee a cause of action for damages or in forcible entry and detainer, then
7 the total amount of damages to which Permittee shall be entitled in any such action shall
8 be One Dollar (\$1.00). Permittee agrees that this Section may be filed in any such action
9 and that when filed it shall be a stipulation by Permittee fixing the total damages to which
10 Permittee is entitled in such action.

11 17. NONDISCRIMINATION. During its Permitted Use of the Permit
12 Area, Permittee and its employees shall not discriminate on the basis of race, religion,
13 color, ancestry, sex, sexual orientation, sexual identity, gender identity, AIDS, AIDS
14 relation condition, HIV status, age, national origin, handicap or disability.

15 18. HEALTH AND SAFETY. Permittee shall correct health and safety
16 deficiencies and violations of health and safety practices immediately and shall cooperate
17 fully with the City Manager or designee in the investigation of accidents or incidents
18 occurring in, on or at the Permit Area. In the event of injury to an invitee, Permittee shall
19 see that the injured person receives prompt and qualified medical attention. If Permittee
20 fails to correct unsafe or unhealthy conditions, which have led or, in the opinion of the
21 City, could lead to injury, then the City Manager may immediately revoke this Permit.

22 19. NO WAIVER. The failure or delay by the City to insist on strict
23 compliance with any term, condition or provision of this Permit shall not be deemed a
24 waiver of any right or remedy that the City may have and shall not be deemed a waiver of
25 any subsequent or other failure to comply with any term, condition, or provision of this
26 Permit. The receipt and acceptance of all or a part of the payment of a delinquent permit
27 fee shall constitute only a waiver of timely payment for the particular payment involved
28 and shall not constitute waiver of any other failure to comply.

1 20. CLAIMS. The City, its officials, employees, boards, and
2 commissions shall not be liable for and Permittee hereby waives all claims against the
3 City, its officials, employees, boards, and commissions for loss, theft, or damage to
4 equipment, furniture, trade fixtures, furnishings, records, and other personal property in,
5 on or at the Permit Area, for loss or damage to Permittee's business, or injury to or death
6 of persons in, on or at the Permit Area from any cause except to the extent caused by the
7 gross negligence or willful misconduct of the City, its officials, employees, boards or
8 commissions.

9 21. NO RELOCATION. Permittee agrees that nothing contained in this
10 Permit shall create any right in Permittee for any relocation assistance or payment
11 pursuant to the provisions of Title 1, Division 7, Chapter 16 of the California Government
12 Code from the City on the expiration or revocation of this Permit.

13 22. RESTORATION. Permittee shall promptly notify the City of damage
14 or destruction to the Permit Area and the date of same. Permittee shall promptly make
15 proof of loss and proceed to collect all valid claims that Permittee may have against
16 insurers or others based on such damage or destruction. All amounts recovered as a
17 result of said claims shall be used first for the restoration of the Permit Area. If existing
18 laws do not permit restoration, then the City may revoke this Permit.

19 23. MISCELLANEOUS. This Permit shall be governed by and construed
20 in accordance with the laws of the State of California. This Permit constitutes the entire
21 understanding between the City and Permittee and supersedes all other agreements, oral
22 or written, with respect to the subject matter herein. Revocation or termination of this
23 Permit shall not affect rights or liability that accrued hereunder prior to such revocation or
24 termination. This Permit shall not be construed or interpreted against either party as the
25 drafter. This Permit is not intended or entered for the purpose of creating any benefit or
26 right for any person or entity that is not a signatory to this Permit. If any term, condition
27 or provision of this Permit is held by a court of competent jurisdiction to be invalid, void or
28 unenforceable, the remainder of the Permit shall remain in full force and effect and shall

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1 in no way be affected, impaired, or invalidated. The various headings and numbers
2 herein and the grouping of the provisions of this Permit into separate sections,
3 paragraphs and clauses are for convenience only and shall not be considered a party
4 hereof, and shall have no effect on the construction or interpretation of this Permit.

5 24. CONTINUATION. Termination or expiration of this Agreement shall
6 not terminate the rights or liabilities of either party which accrued or existed during the
7 term of this Agreement and prior to its termination or expiration.

8 IN WITNESS WHEREOF, the parties have executed this Agreement with all
9 formalities required by law as of the date first stated above.

10 ACCEPTED this 3^{26th}, day of December, 2013.
11 _{AC}

12 Dated: December 26, 2013 By: Afameh Odeh
13 Title: owner

14 Dated: December 26, 2013 By: Paul Odeh
15 Title: owner

16 "Permittee"

17 CITY OF LONG BEACH, a municipal
18 corporation
19 By: [Signature] Assistant City Manager
20 City Manager

21 1.30, 2013
22 14

23 "City" EXECUTED PURSUANT
24 TO SECTION 301 OF
25 THE CITY CHARTER.

26 Approved as to form on Jan. 10, 2013.
27 ¹⁴

28 CHARLES PARKIN, CITY ATTORNEY
BY: [Signature]
Deputy

Attachment A

Permittee	Term	Location(s)	Type(s)	Permit Fees	Additional Locations
Rakh Solid, Inc.	December 4, 2013 - December 3, 2016	Beach (East of Junipero Avenue)	Outdoor Fitness Classes / Personal Training	Annual minimum of \$350; or 3% of gross receipts, whichever is greater.	Additional locations (as approved by the Director) shall increase the Annual Minimum by \$350 per year, per site.



City of Long Beach
Department of Parks, Recreation and Marine
Release and Waiver of All Liability
and Assumption of Risk Agreement

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in

and related activities ("ACTIVITY"), I, for myself, my successors, heirs, assigns, executors, administrators, spouse, and next of kin:

- 1. Agree that, prior to participating I will inspect the facilities, equipment, and areas to be used, and, if I believe that any of them are unsafe, I will immediately advise the person supervising the ACTIVITY, facility, or area;
2. Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses, which may result not only from my own actions, inaction, or negligence, but also from the actions, inaction, or negligence of others, the condition of the facilities, equipment, or areas where the ACTIVITY is being conducted, the rules of play, or this type of ACTIVITY;
3. Assume any and all risk of bodily injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damages to my property, caused by or arising from my participation in the ACTIVITY;
4. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against the City of Long Beach, its commissions, official, employees, volunteers, and agents for damages attributable to my participation in the ACTIVITY;
5. Release, waive, discharge, and relinquish, to the extent allowable by law, the City of Long Beach, its commissions, boards, officials, employees, volunteers, and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or attributable to my participation in the ACTIVITY, whether same shall arise by their negligence or otherwise;
6. Agree that photographs, pictures, slides, movies, or videos of me may be taken in connection with my participation in the ACTIVITY without compensation from the City of Long Beach and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose, and
7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this ACTIVITY.

THIS DOCUMENT RELIEVES THE CITY AND OTHERS FROM LIABILITY FOR BODILY INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE BY NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT, AND SIGN VOLUNTARILY.

PRINTED NAME

SIGNATURE

DATE



City of Long Beach / Department of Parks, Recreation and Marine
PARENTAL CONSENT
Release and Waiver of All Liability and Assumption of Risk Agreement

FOR GOOD AND VALUABLE CONSIDERATION, including permission for _____ ("MINOR") to participate in _____ and related activities ("ACTIVITY"), I, the parent/guardian of the MINOR for myself and on behalf of the minor:

- 1. Consent to the MINOR's participating in the ACTIVITY;
2. Agree that, prior to the MINOR's participation in the ACTIVITY, the MINOR and I will inspect the facilities, equipment, and areas to be used, and, if either of us believes that any of them are unsafe, I will immediately advise the person supervising the ACTIVITY;
3. Acknowledge that the MINOR and I fully understand that the MINOR's participation may involve risk of serious injury or death, including economic losses, which may result not only from the MINOR's own actions, inactions, or negligence, but also from the actions, in-actions, or negligence of others, the condition of the facilities, equipment, or areas where the ACTIVITY is being conducted, the rules of play, or this type of ACTIVITY;
4. Assume any and all risk of personal injuries to the MINOR, permanent or partial disability, or death and damages to the MINOR's or my property, caused by or arising from the MINOR's participation in the ACTIVITY and authorize the City of Long Beach to contact or employ a licensed physician to render any medical treatment that may be deemed necessary for the MINOR or to take and admit the MINOR to any hospital. If such medical treatment is required, I agree to pay all medical and hospital bills relating thereto;
5. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against the City of Long Beach, its boards, commissions, officials, employees, volunteers, and agents for damages attributable to the MINOR's participation in the ACTIVITY;
6. Release, waive, discharge, and relinquish, to the extent allowable by law, the City of Long Beach, its boards, commissions, officials, employees, volunteers, and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or attributable to the MINOR's participation in ACTIVITY, whether same shall arise by their negligence or otherwise;
7. Agree that photographs, pictures, slides, movies, or videos of the MINOR may be taken in connection with the MINOR's participation in the ACTIVITY without compensation from the City of Long Beach and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose;
8. Warrant that the MINOR is in good health and have no physical condition that would prevent the MINOR from participation in the ACTIVITY; and
9. Acknowledge and agree that the City of Long Beach, its officials, employees, and agents shall not be responsible for administering, providing, or assisting in administering medication to the MINOR.

THIS DOCUMENT RELIEVES THE CITY AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE.

BOTH PARENTS MUST SIGN UNLESS ONLY ONE PARENT IS LIVING OR UNLESS ONLY ONE HAS LEGAL CUSTODY. LEGALLY APPOINTED GUARDIANS MUST SIGN AND FURNISH A CERTIFIED COPY OF LETTERS OF GUARDIANSHIP.

I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT, AND SIGN VOLUNTARILY.

PRINT PARENT/GUARDIAN NAME SIGNATURE DATE

PRINT PARENT/GUARDIAN NAME SIGNATURE DATE

I HAVE READ THIS DOCUMENT SIGNED BY MY PARENT(S) OR GUARDIAN(S) AND JOIN THE WAIVER, RELEASE AND ASSUMPTION OF RISK. I AM AWARE OF THE RISKS INVOLVED IN MY PARTICIPATION IN THE ACTIVITY.

PRINT MINOR'S NAME SIGNATURE DATE