

1 PERMIT FOR OPERATION OF A KITE BOARDING CONCESSION
2 **30668**

3 Pursuant to a minute order of the City Council of the City of Long Beach at
4 its April 22, 2008 meeting, the City of Long Beach, a municipal corporation ("City") hereby
5 grants permission to STEVE KENT, an individual, doing business as KITES, ETC.,
6 whose address is 16802 Pacific Coast Highway, Sunset Beach, CA 90742, ("Permittee")
7 to operate a kite boarding concession as follows:

8 1. PREMISES. Permittee shall at its sole cost and expense provide,
9 operate and maintain a kite boarding and stand up paddle surfing concession, to include
10 lessons, rentals, the sale of sundry items and repair services. The permitted premises is
11 illustrated on Exhibit A. Operation of the concession is subject to the Special Conditions
12 listed in Section 6 SPECIAL CONDITIONS

13 2. TERM. The term of this Permit shall commence on May 1, 2008,
14 and shall terminate on April 30, 2009 unless revoked prior to said termination as provided
15 herein. City shall retain (2), two-year renewal options subject to the discretion of the City
16 Manager or his designee.

17 3. PAYMENT BY PERMITTEE TO CITY. Permittee shall on or before
18 the 31st day of December of each Permit year, pay the Department of Parks, Recreation
19 and Marine ("Department"): (a) ten percent (10%) of gross receipts for the permit year or
20 (b) Three-thousand Dollars (\$3,000.00), whichever is greater.

21 Permittee shall, within twenty (20) days following the expiration or sooner
22 termination or revocation of this Permit, pay to the Department any and all sums due to
23 the Department. Gross receipts shall mean all monies received by or due the Permittee
24 as a result of the operations authorized by this Permit without any deductions
25 whatsoever, except any sales tax payable to state or other governmental agency.

26 4. SAFETY AND EQUIPMENT. Permittee must provide all safety
27 equipment determined to be necessary. Permittee shall meet annually with the City's
28 Chief Lifeguard or his designee to review emergency water safety requirements for the

1 Permittee's operation, said Lifeguard being authorized to determine any necessary safety
2 equipment, and the circumstances attaching to its requirement or use.

3 5. WAIVER FORM. Permittee is required to have customers complete
4 and sign a waiver form before participating in lessons or renting equipment. Permittee
5 must disclose that kite surfing may be an activity not covered by the participant's life
6 insurance policy since it is considered an extreme sport. The waiver form(s) used by the
7 Permittee are subject to review and approval by the City's Risk Manager and the City
8 Attorney.

9 6. SPECIAL CONDITIONS. A. Concessionaire must operate in
10 accord with the Professional Air Sport Association (PASA) Minimum Kitesurfing School
11 Requirements shown on Exhibit B.

12 B. A PASA certified instructor must be on staff at all times. Documentation
13 indicating said instructor is certified must be submitted to the Department of Parks,
14 Recreation and Marine, Contract Management, 2760 N. Studebaker Road, Long Beach,
15 CA 90815 on an annual basis no later than May 1st of each permit year.

16 C. Concessionaire must operate in accord with the City of Long Beach
17 Kitesurfing Guidelines shown on Exhibit C.

18 D. Instructors must wear clothing making them readily identifiable as
19 professional instructors and employees of the Concessionaire. The manner in which this
20 shall be accomplished is subject to the approval of the Director of Parks, Recreation and
21 Marine or his/her designee.

22 E. Lessons must be conducted with strict regard for the safety of the
23 general public and a student to instructor ratio of no more than two students per
24 instructor.

25 7. FINANCIAL STATEMENT. Permittee shall, on or before the 15th day
26 of the month next following the month during which Permittee commences operation, and
27 on or before the 15th day of each month hereafter throughout the term of this Permit or
28 any extension hereof, give the Director a financial report showing Permittee's daily

1 income from the concession for the preceding calendar month. On or before the 1st day
2 of October of each year throughout the term of the Permit or any extension hereof,
3 Permittee shall give the Director a financial recap statement showing the total income for
4 the season, together with a report of the expenses and disposition of profits, if any, in
5 connection with the concession.

6 Permittee shall on or before January 31st of each calendar year deliver to
7 the Director at 2760 Studebaker Road, Long Beach, California 90815-1697, a signed
8 statement showing gross receipts of the preceding calendar year or partial calendar year.
9 Such statement shall be prepared and delivered to City in accordance with generally
10 accepted accounting practices containing a statement of gross receipts and a
11 computation of percentage of gross receipts.

12 If Permittee fails to prepare and deliver or cause to be prepared and
13 delivered the statement as when required above and such failure continues after thirty
14 (30) days' notice thereof by City to Permittee, City may audit or cause an audit to be
15 made of all books, records and accounts of business operations conducted in, on or from
16 the Premises and may prepare the statement or statements which Permittee failed to
17 prepare and deliver. Said audit shall be in addition to any other audit authorized by this
18 agreement. Permittee shall pay on demand all expenses of such audit and the
19 preparation of any such statements and all sums as may be show by such audit to be
20 due as payment together with interest thereon at the rate of ten percent (10%) per annum
21 from the date of City's demand.

22 Permittee shall keep or cause to be kept during the term, any extended
23 term and for two (2) years after the expiration or termination of this Permit complete
24 books of accounts and other records reflecting all business transactions conducted in, on
25 or from the Premises. Such books and records shall include daily record of gross
26 receipts. Permittee shall maintain a method of accounting for the receipts and
27 disbursements in connection with all business transactions conducted in, on or from the
28 Premises, which correctly reflects all gross receipts and disbursements. Permittee's

1 books of account and records shall include but not be limited to general ledgers, cash
2 receipts, sales and purchases journals including any supporting and underlying
3 documents such as vouchers, checks, tickets, and bank statements, state sales tax
4 returns, checks and other documents proving payment of the sums shown, and such
5 other accounting records as City, in its sole discretion, deems necessary. Permittee's
6 records and books of account shall reflect only those transactions conducted in, on or
7 from the Premises and shall not be maintained on a consolidated basis with other
8 activities of Permittee or with any other entity including without limitation any parent
9 corporation or other wholly-owned subsidiary or affiliate of Permittee. Said records and
10 books of account shall be kept and maintained in accordance with generally accepted
11 accounting practices. City shall have access to said records and books of account at all
12 reasonable times for the purpose of examining and auditing them.

13 The receipt by City any financial information or the acceptance of payment
14 shall not bind City to the correctness of the information or amount of payment.

15 City shall have the right once during each permit year and once within a
16 period of nine (9) months following the expiration or termination of this Permit to
17 undertake a special audit of Permittee's records and books of account. Permittee shall
18 cooperate fully with City or City's agents in the special audit. The audit shall be
19 conducted during usual business hours. If there is a deficiency in payments due to City,
20 the deficiency shall become immediately due and payable together with interest thereon
21 at the rate of ten percent (10%) per annum from the date of City's demand for payment of
22 the deficiency. If the amount of any deficiency for any permit year or partial permit year
23 exceeds three percent (3%) of the payment, Permittee shall pay the cost of his audit;
24 otherwise the cost thereof shall be paid by City.

25 8. IDEMNIFICATION. Permittee shall defend, indemnify, and hold
26 harmless the City, their officials, agents, and employees from and against all loss,
27 damage, demand, claim, cause of action, liability cost, or expense (including reasonable
28 attorney's fees) of any kind whatsoever resulting or arising out of the operation,

1 maintenance, or condition of the concession by Permittee, Permittee's employees,
2 agents or other persons permitted by Permittee to be at the concession.

3 9. INSURANCE. Concurrent with the execution of this Permit,
4 Permittee shall procure and maintain, at Permittee's cost, during the term of this Permit
5 and any extension hereof from an insurer admitted in California or having a minimum
6 rating of or equivalent to A: VIII in Best's Insurance Guide:

7 (a) Commercial general liability insurance equivalent in scope to ISO form
8 CG 00 01 11 85 or CG 00 01 11 88 in an amount not less than \$1,000,000 for each
9 occurrence or \$2,000,000 general aggregate. Such coverage shall include but not be
10 limited to broad form contractual coverage, cross liability, and products and completed
11 operations. City, its officials, boards, commissions, employees, and agents shall be
12 named as additional insureds by endorsement on an endorsement equivalent in scope to
13 ISO form CG 20 10 11 85 or CG 20 26 11 85 and this insurance shall contain no special
14 limitations on the scope of protection given to the City, its officials, boards, commissions,
15 employees and agents.

16 (b) Workers' Compensation insurance as required by the California Labor
17 Code.

18 (c) "All Risk" property insurance in an amount sufficient to cover the full
19 replacement value of Permittee's personal property, improvements and equipment at the
20 Facilities.

21 (d) Accident insurance in the greater of (i) the amount required by the
22 sanctioning body of Permittee or (ii) \$100,000 per accident. In either case, there shall be
23 no deductible in coverage for minors and only a \$250 deductible in coverage for adults.

24 Any self-insurance program, self-insured retention, or deductible must be
25 separately approved in writing by City's Risk Manager or designee and shall protect City,
26 its officials, boards, commissions, employees and agents in the same manner and to the
27 same extent as they would have been protected had the policy or policies not contained
28 retention or deductible provisions. Each insurance policy shall be endorsed to state that

1 coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days
2 prior written notice to City, and shall be primary and not contributing to any other
3 insurance or self-insurance maintained by City. Coverage for abuse and molestation
4 shall not be excluded. Permittee shall notify the City in writing within five (5) days after
5 any insurance required herein has been voided by the insurer or cancelled by the
6 insured.

7 Prior to commencement of this Permit, Permittee shall deliver to City
8 certificates of insurance and required endorsements for approval as to sufficiency and
9 form. The certificates and endorsements for each insurance policy shall contain the
10 original signature of a person authorized by that insurer to bind coverage on its behalf. In
11 addition, Permittee shall within thirty (30) days prior to expiration of the insurance furnish
12 to City certificates of insurance and endorsements evidencing renewal of such insurance.
13 City reserves the right to require complete certified copies of all policies of Permittee, at
14 any time. Permittee shall make available to City's Risk Manager or designee all books,
15 records, and other information relating to the insurance coverage required herein, during
16 normal business hours.

17 Any modification or waiver of the insurance requirements herein shall only
18 be made with the approval of City's Risk Manager or designee. Not more frequently than
19 once a year, the City's Risk Manager or designee may require that Permittee change the
20 amount, scope or types of coverages required herein if, in his or her sole opinion, the
21 amount, scope or types of coverages are not adequate.

22 The procuring or existence of insurance shall not be construed or deemed
23 as a limitation on Permittee's liability or as full performance on Permittee's part of the
24 indemnification provisions of this Permit.

25 10. LICENSES, PERMITS AND TAXES. Permittee shall obtain and pay
26 for all licenses and permits required for operation of the concession, including but not
27 limited to necessary Coastal Commission approvals. In addition, Permittee shall pay all
28 taxes levied, including any possessory interest taxes.

1 11. TRANSFER OR ASSIGNMENT. This permit only grants Permittee
2 the privilege to operate the concession. Permittee by this Permit acquires hereunder no
3 right, title, or interest of any kind in the concession or the property on which the
4 concession is located. Permittee shall not sublet the concession or the property on which
5 the concession is located, or any part thereof, or allow the same to be used or occupied
6 by any other person or for any other purpose than that herein specified, nor assign this
7 Permit or in any manner convey or transfer any privilege herein granted. This Permit
8 shall not be transferred by attachment, execution, proceedings, insolvency or bankruptcy,
9 either voluntary or involuntary, or receivership proceedings (collectively "transfer"). In the
10 even of such subletting, assignment, or transfer said act or acts shall be null and void and
11 have no force or effect and the City may revoke this Permit.

12 12. STANDARDS OF SERVICE. Permittee shall conduct business in a
13 manner acceptable to the City and shall have a sufficient number of employees
14 necessary to furnish the best service possible. All personnel used in serving the public
15 shall be clean, neat and orderly in appearance, and shall be uniformed and identified in a
16 manner acceptable to the Director.

17 The Director shall have the right to approve the level of service rendered
18 and to order such service improved, discontinued or remedied. If the quality of service or
19 equipment supplied or the cleanliness of the concession is not at a level satisfactory to
20 the Director or does not adequately meet the needs of the public, or if the Permittee
21 violates any of the terms or conditions of this Permit, then the Director shall have the right
22 to revoke this Permit by giving prior notice of revocation to Permittee.

23 13. ATTENTION. Permittee shall devote time and attention to the
24 concession and shall promote, increase and develop the concession and render every
25 possible service and convenience to the public or shall appoint a manager to do so who
26 shall remain subject to the direction and control of Permittee. Any manager appointed by
27 Permittee shall have full authority to the concession and Permittee shall encourage his
28 manager to utilize sound business methods.

1 14. CONTROL OF PREMISES. If necessary for the health, welfare or
2 safety of the public, or as a result of the revocation of this Permit, the City shall have the
3 right to enter the concession and immediately take possession of it and remove, relocate,
4 or use Permittee's items at permittee's full cost and expense until arrangements can be
5 made by the City for other items to replace those of Permittee.

6 15. LAWS AND ORDINANCES. Permittee shall comply with all
7 applicable municipal, state and federal laws, rules, regulations, and ordinance and the
8 directives or instructions of the Director relating to the concession. Failure to do so may
9 result in the immediate revocation of this Permit. Permittee shall obtain and display, as
10 required, all other permits or licenses, including but not limited to those from the City's
11 Department of Health and Human Services, and business licenses.

12 16. CONDUCT. Permittee shall at all times conduct the concession in a
13 quiet and orderly manner to the satisfaction of the Director, and in a manner that will
14 create a nuisance Permittee shall permit no intoxicated person, profane or indecent
15 language, or boisterous or loud conduct in or about the concession, and shall call upon
16 the aid of peace officers to assist in maintaining peaceful conditions.

17 17. BURGLARY, THEFT, FIRE AND VANDALISM. Permittee may, at
18 the discretion of the Director, be held responsible for any damage or loss which may
19 occur to the premises, equipment, merchandise or receipts, because of Permittee's
20 failure to properly take precautions to secure and protect said premises, equipment,
21 merchandise and receipts including, but not limited to, that damage or loss resulting from
22 burglary, fire, theft or vandalism.

23 18. PRICES. All prices charged at the rental concession shall be subject
24 to the prior written approval of the Director. The Permittee is required to submit to the
25 Director all prices for equipment rental at the premises before commencement of
26 business and before March 1 of each year of the term or any extension. The standards
27 used to approve or disapprove prices shall be the prevailing market price for the same
28 service or grade of merchandise.

1 19. EXCLUSIVITY. During the term of this Permit, no exclusivity is
2 granted.

3 20. INSPECTION. The City, through its employees or independent
4 contractors, shall have the right to enter the concession at all reasonable times, to
5 inspect and observe Permittee's operations. During these inspections, the City shall
6 have the right to use photographic devices and other instruments for recording conditions
7 and events at the concession.

8 21. SIGNS AND ADVERTISEMENTS. Any signs, advertisements or
9 promotional material provided by Permittee shall have the prior approval of the Director.
10 The City shall have the right to require removal or order refurbishment of any sign or
11 advertisement previously approved. Permittee shall not permit vendors to display wares
12 inside or outside the concession or on the property where the concession is located
13 without the prior approval of the Director. Permittee shall also prominently display any
14 signs provided by the City in a location determined by the Director. The repair,
15 maintenance and replacement of signs provided by the City shall be the City's
16 responsibility.

17 22. NONDISCRIMINATION. Subject to applicable laws and regulations,
18 Permittee and Permittee's employees shall not discriminate on the basis of race, religion,
19 color, ancestry, sex, sexual orientation, AIDS, HIV status, age, national origin, handicap,
20 disability or Vietnam Era veteran status in the operation of the concession. Permittee or
21 Permittee's employees shall not publicize the concession in any manner that would
22 reflect upon or question the acceptability of the patronage of any person on any basis
23 stated above. However, for safety reasons, Permittee may refuse service to individuals
24 who appear intoxicated.

25 In the performance of this Permit, Permittee shall not discriminate against
26 any employee or applicant for employment and Permittee shall take affirmative action to
27 ensure that applicants are employed and that employees are treated without
28 discrimination. Such action shall include but not be limited to the following: employment,

1 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or
2 termination; rates of pay or other forms of compensation; and selection for training,
3 including apparent apprenticeship.

4 23. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.

5 Permittee agrees that Compliance with the Americans with Disabilities Act of 1990
6 ("ADA") shall be their sole responsibility and shall defend, indemnify and hold harmless
7 City for any liability arising from failure to comply therewith.

8 24. HEALTH AND SAFETY. Permittee shall correct safety deficiencies

9 and violations of safety practices immediately and shall cooperate fully with the City in the
10 investigation of accidents occurring at or near the concession. In the event of injury to a
11 customer, Permittee shall ensure that the injured person receives prompt and qualified
12 medical attention. If Permittee fails to correct hazardous conditions, which have led or, in
13 the opinion of the Director could lead to injury, the Director may immediately revoke this
14 Permit.

15 25. USE OF AREA. Permittee, in the conduct of the concession, shall

16 not in any manner whatsoever interfere with regular use of the beach for its intended
17 purpose, i.e., the enjoyment thereof by the public.

18 26. APPROVAL. Any approval, consent, or permission to be obtained

19 by Permittee from the City or the Director shall be in writing and Permittee's failure to
20 obtain same shall not relieve Permittee or Permittee's obligations to faithfully perform the
21 provisions of this Permit. Permittee shall immediately comply with any written request or
22 order submitted to Permittee by the Director or the City.

23 27. DEFAULT. If Permittee fails, neglects or refuses to improve or

24 change the service rendered concession or to conform to the rules, regulations,
25 directions or instructions from the City, or the Director, or fails, neglects or refuses to pay
26 any Permit fee or any part thereof after the same shall become due, or defaults in the
27 performance of any of the other provision herein, and said failure, neglect, refusal, or
28 default continues for a period of thirty (30) days after notice thereof to Permittee, then the

1 City may immediately revoke this Permit and enter and take possession of the
2 concession at Permittee's cost and expense. Revocation of this Permit shall not impair
3 any other right or remedy of the City.

4 The occurrence of any of the following shall constitute a default by the
5 Permittee:

6 a. Failure to pay percentage payment when due, if the failure
7 continues for five (5) days after written notice has been given to the Permittee

8 b. Failure to perform any of the provisions of this Permit if the failure
9 to perform is not cured within thirty (30) days after written notice has been given to
10 Permittee. If the default cannot be reasonably cured within thirty (30) days,
11 Permittee shall not be in default if Permittee begins to cure within the thirty (30)
12 day period and diligently and in good faith continues to cure the default.

13 Notices given under this paragraph shall specify the alleged default
14 and the applicable permit provisions, and shall demand that Permittee perform the
15 provisions of this Permit or pay the percentage payment that is in arrears, as the
16 case may be, within the applicable period of time, or quit the premises. No such
17 notice shall be deemed a forfeiture or a termination of this Permit unless City so
18 elects in the notice.

19 28. NO WAIVER. The acceptance of all or part of any Permit fee by the
20 City after the failure, neglect, refusal, or default of Permittee shall not be deemed a
21 waiver of any provision of this Permit or any right to indemnity or to any right to revoke
22 this Permit. Any waiver by the City of the failure, neglect, refusal, or default of Permittee
23 shall be in writing and shall not constitute a waiver of any other or subsequent failure,
24 neglect, refusal, or default.

25 29. RESTORATION OF CONCESSION. Upon the expiration or sooner
26 revocation of this Permit, Permittee shall have the right to remove items described in
27 Section 5 hereof from the concession and shall have thirty (30) days from notice from the
28 director to make such removal and to restore the concession to the condition existing at

1 the time Permittee's use thereof commenced, to the satisfaction of the City. If said items
2 are not removed within that period, they shall become the property of the City or, at the
3 option of the City, they may be removed and the restoration performed and Permittee
4 charged for the labor and materials required to perform the work plus any overhead
5 costs.

6 30. REVOCATION. Notwithstanding anything herein to the contrary and
7 except for provisions allowing immediate revocation, this Permit may be revoked by the
8 City for any reason whatsoever on thirty (30) days' prior notice of such revocation to
9 Permittee.

10 31. SPECIAL EVENTS. Permittee must receive written authorization
11 from the Director for special events. A written request for authorization must be received
12 no later than two weeks before the event. Approval of the request is subject to receipt of
13 the written request. Subagreements are also subject to the conditions noted.

14 32. HOLDING OVER. In the event Permittee shall continue in
15 possession of the premises after the expiration of the permit term, such possession shall
16 not be considered a renewal of this Permit but a tenancy from month to month shall be
17 governed by the conditions and covenants contained in this Permit.

18 33. PARTIAL TAKING. If a portion of the premises or other
19 improvements shall be taken for any public or quasi-public use, and the remaining portion
20 of the premises and improvements can be restored by Permittee to an economically
21 operable facility of comparable kind and quality to the facility existing prior to the taking,
22 then this permit shall not be affected and Permittee shall retain the remaining portion or
23 portions of the premises.

24 34. CALIFORNIA LAW. This Permit shall be construed and interpreted
25 in accordance with the laws of the State of California.

26 35. NOTICES. All notices shall be in writing or personally served or
27 deposited in the U.S. Postal Service, first class, postage prepaid, to Permittee at 16802
28 Pacific Coast Highway, Sunset Beach, California 90742, and the City at 2760 Studebaker

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

1 Road, Long Beach, California 90815-1697, Attention: Director. Notice of change of
2 address shall be given in the same manner as stated for other notices. Notices shall be
3 deemed given on the date deposited in the mail or on the date personal service is
4 obtained, whichever first occurs.

5 Accepted this 30 day of April, 2008.

6 STEVE KENT, an individual, doing business as
7 KITES ETC.,

8 4-30-2008, 2008 By: Stephen R. Kent

9 "Permittee"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 May 23, 2008 By: [Signature] Assistant City Manager

13 City Manager
14 "City" ~~EXECUTED PURSUANT~~
15 TO SECTION 301 OF
16 THE CITY CHARTER.

17 This Permit is hereby approved as to form this 19th day of

18 May, 2008

19 ROBERT E. SHANNON, City Attorney

20 By: [Signature]
21 Deputy

EXHIBIT A



Argonne Ave
Granada Ave
Niato Ave
Gloria Ave
Covina Ave
La Verne Ave
Glendora Ave
Pomona Ave
Santa Ana Ave
Claremont Ave
Bay Shore Ave
54th Pl

LaVeme Ave.
Parking Lot

Beach Bikepath

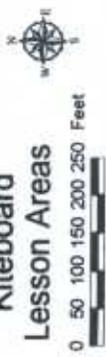
Claremont Launch Ramp

Granada Launch Ramp

Secondary Lesson Area

Primary Lesson Area

Kiteboard Lesson Areas



0 50 100 150 200 250 Feet

EXHIBIT B



MINIMUM KITESURFING SCHOOL REQUIREMENTS

- Completes an Instructor Certification Program from a PASA examiner. We currently have examiners in North Carolina, Florida, Maui, Texas, and the Pacific NW. We are in a constant state of training more examiners. If you are interested in this training, please contact us.
- Utilizes PASA recognized teaching and safety standards in its school.
- Must display "Kiteboard Training Site" signs or flags to clearly mark any land training areas. PASA sells flags for this purpose should you need some.
- Uses well maintained and safe training equipment. You must keep a logbook with a minimum of one entry per month stating that you have deemed the equipment safe and operable.
- Complies with all appropriate regulations, including maintaining a business license, and appropriate sports liability insurance.
- We recommend you advertise in the Yellow Pages to show your school is established and professional.
- Keeps regular student records.
- Has demonstrated and maintained a safe teaching record.
- Has at least one PASA certified instructor on staff at all times at each site.
- The business maintains regular business hours. This means that a client can contact the school within a reasonable time period.
- It is recommended that the business maintain a storefront.
- Must have an established emergency protocol and has emergency communication equipment on site such as a portable cell phone.
- Utilizes an approved instruction site that allows safe instruction

EXHIBIT C



CITY OF LONG BEACH KITEBOARDING GUIDELINES

The City of Long Beach Lifeguards in consultation with the City's Kiteboarding concessionaires and the Southern California Kite Boarding Association have prepared these guidelines to help ensure that Kitesurfing on City beaches is an enjoyable and safe experience.

I. Kite Surfers Are Considered Vessels

Kite Boarders must abide by all laws and regulations related to vessels including the City of Long Beach's Municipal Code Sections listed below:

- **Section 16.12.120 Vessels restricted from swimming area**
No person shall operate any vessel within the protected ocean swimming area except for the purpose of launching from and landing at a small boat launching facility designated and posted as such by the director. The provisions of this section do not apply to vessels operated by or for the city, the county, the state or the United States or an agency or instrumentality thereof when engaged in the performance of an official duty. (Ord.-C-5625 § 6 (part), 1980: prior code § 7231).
- **Section 16.12.130 Launch from or landing on beach**
No person shall launch or land any vessel from the beach, shore or surf of the protected ocean swimming area or use any vessel in the surf except as provided in this section. In launching from or landing at the beach, shore, or surf, the operator of any vessel shall select a course as near to right angles to the beach as navigation allows and shall not exceed five miles per hour. No person shall use any vessel in a reckless or negligent manner so as to endanger swimmers within the protected ocean-swimming area. The director shall designate and post specific areas of the beach, shore and surf where vessels may be launched, landed, moored, beached and tied up and may, by regulation, designate the types of vessel appropriate to the area, the times and dates of use and the rules applicable to the use of the area. This section does not apply to vessels and other devices operated by and for the city, the county, the state, or the United States or any agency or instrumentality thereof when engaged in the performance of an official duty. (Ord.-C-6252 § 1, 1986: Ord.-C-5625 § 6 (part), 1980: prior code § 7231.1).

II. Operate Safely When On Open Water

Boating and Navigational Rules of the Road apply to kitesurfing and must be observed. Jumping and jibing should be done at least 200 feet from the shore and as far from other watercrafts as possible to ensure everyone's safety. The use of kite leases is strongly recommended.

III. Launch Areas

Be aware of the areas designated for kitesurfing lessons, which are shown on the attached map.

IV. Bike Path Restrictions

Kites are to be flown at least one line length away from the bike path. This means you should never fly a kite across or over the path. Crossing the path with equipment can be dangerous to cyclist and others. Wrap your lines around the bar when crossing the path. Never stretch lines across the path.

V. High (Patron/User) Volume Beach Days

High volume beach days such as the fourth of July and other holidays may make kitesurfing extremely difficult. Exercise good judgment on these days, which may include deciding not to kitesurf.

VI. Cooperation, Compliance and Courtesy

At all times cooperate with City safety personnel. Set a good example by complying with these guidelines and making your best effort to enjoy the sport safely. Remember that courtesy and cooperation are in everyone's best interest. Kitesurfing is only one of the recreational activities permitted on City beaches, and it is important that everyone is able to enjoy the beach safely.

VII. Sales and Lessons

Providing or offering to provide kitesurfing lessons without a valid City of Long Beach concession permit is a violation of Municipal Code Section 16.16.060 and may result in the issuance of a citation.

- Section 16.16.060 Sale or solicitation permit

- A. *No person shall offer, provide, sell, rent or solicit for sale or rent any goods, equipment, merchandise, food, beverage, service or instruction on, at or from any public beach, marina, park, street or within any public place, facility, building or structure situated upon the tide and submerged lands granted to the city by the state pursuant to chapter 676, statutes of 1911, chapter 102, statutes of 1925, chapter 158, statutes of 1935, as interpreted by chapter 29, statutes of 1956, first extraordinary session, and chapter 138, statutes of 1964, first extraordinary session, or situated at or adjacent to Colorado Lagoon, Marine Stadium East and Marine Stadium West without first obtaining a permit to do so from the manager of the marine bureau.*

- B. *No person shall offer, provide, sell, rent or solicit for sale or rent any goods, equipment, merchandise, food, beverage, service or instruction in, at or from any public park or place under the jurisdiction of the recreation commission or on either side of streets contiguous therewith without first obtaining a permit to do so from the director of the department of parks and recreation. (Ord. C-6118 § 1, 1984; Ord. C-5956 § 33, 1983; Ord. C-5624 § 1 (part), 1980; prior code § 7300.5).*