

**PUBLIC WALKWAYS OCCUPANCY PERMIT**

**P- 00152**

This Public Walkways Occupancy Permit ("Permit") is granted this 2<sup>nd</sup> day of SEPTEMBER, 2016, pursuant to minute order adopted by the City Council of the City of Long Beach at its meeting held on June 21, 2016, to BEER BELLY INC., a California corporation ("Permittee"), whose address is 532 S. Western Avenue, Los Angeles, California 90020, as the operator of Beer Belly and lessee of premises at 255 Long Beach Boulevard, Long Beach, California 90802.

Permission is granted to Permittee to occupy the public right-of-way with the following obstruction: **low barrier, one (1) continuous drink rail, and ten (10), plus two (2) for accessible seating, chairs** at 255 Long Beach Boulevard, Long Beach, California 90802, Long Beach, California. Dimensions and location of the area to be occupied are as shown on Exhibit "A", incorporated by reference and made a part of this Permit; provided that all obstructions are placed only within the permit area shown on Exhibit "A".

This Permit is granted for a period of one (1) year from latest date of full execution of this Permit with reference to the following facts:

1. Permittee proposes to occupy the public right-of-way for dining purposes only, as shown on Exhibit "A". Permittee represents that the property owner of the Premises has approved of Permittee's application for this Permit and/or that Permittee's Lease of the Premises authorizes operations under this Permit; and

2. The proposed occupancy will not now or at any time interfere with continued public use of the public street right-of-way; and

3. That there is no present or foreseeable conflicting public need for the proposed use of the public street right-of-way area and its temporary withdrawal from public use will not be injurious or detrimental to the public; and

4. That this use of a portion of the public street right-of-way is consistent with proper and lawful street uses and the use is approved; and

5. The City Engineer has determined that this use is in compliance with

Chapter 14.14 of the Long Beach Municipal Code, all related to temporary use of the public rights-of-way.

The use of the public street right-of-way is granted upon and subject to the following terms and conditions:

1. The minimum width of the public walkway shall be ten (10) feet, or as otherwise approved by the City Council pursuant to Chapter 14.14 of the Long Beach Municipal Code, and any obstruction must permit at least five (5) feet of unobstructed area of public walkway.

2. The obstruction shall abut the property and not be located in a manner which interferes with the flow of pedestrian or other traffic.

3. The maximum height of any such obstruction shall be six (6) feet and all such obstructions shall be entirely portable, except as specifically authorized by the City Engineer.

4. This Permit may be immediately suspended for a designated time period at any time in the event that, in the discretion of the City Council or City Manager, such obstruction would interfere with street improvement activities, construction activities, cleaning efforts or other similar activities.

5. The obstruction shall be kept in a good state of repair and in a safe, sanitary, and attractive condition.

6. Such obstruction may not be located within twenty (20) feet from an intersection (measured to the prolongation of the near curb of the intersecting street) or within ten (10) feet from a driveway or alley (measured to the near end of the fully depressed portion of an apron-type driveway or to the prolongation of the near curb of the driveway) unless otherwise approved by the City Council pursuant to the considerations specified in Chapter 14.14 of the Long Beach Municipal Code.

7. The public street right-of-way shall be used by Permittee only for the obstruction described above and in the area shown on Exhibit "A".

8. The area in front of the entrance to the business shall not be

1 obstructed by barricades, chairs, tables or other furniture.

2           9. The Permittee shall place all obstructions, and any accessories or  
3 equipment located within a dining or entertainment area, in strict accordance with Fire  
4 Department and Health and Human Services Department standards and contained within  
5 Chapter 14.14 of the City of Long Beach Municipal Code.

6           10. No surface improvements, included but not limited to special paving  
7 surfaces, may be removed or altered by the Permittee unless approved in advance in  
8 writing by the City Engineer.

9           11. The Permittee shall not allow cleaning chemicals, or other foreign  
10 matter to flow into the parkway tree well, and shall otherwise protect the health of adjacent  
11 street trees, and shall likewise prevent the discharge of litter, cleaning chemicals and all  
12 other foreign matter to the storm drain system.

13           12. The Permittee shall protect any parkway trees in the immediate vicinity  
14 of the permit area from damage due to the Permittee's cleaning or other activities on the  
15 public walkway. The Permittee shall not interfere with City's access to parkway trees for  
16 maintenance purposes. Any special maintenance of the parkway trees is the responsibility  
17 of the Permittee and must be performed by a qualified landscape contractor acting under  
18 a permit from City's Street Landscaping Division. City shall not be held financially  
19 responsible for damage to Permittee's sidewalk furniture or awnings occurring in the course  
20 of regular street tree maintenance.

21           13. Upon any termination of this Permit, whether by revocation or  
22 otherwise, Permittee shall remove the obstructions authorized by this Permit at the sole  
23 discretion of the City Engineer and shall otherwise restore the public street right-of-way to  
24 a condition substantially the same as existed immediately prior to the occupancy provided  
25 for by this Permit. Should Permittee fail or refuse to remove the obstructions, City may do  
26 so and, in such event, the security deposit paid by Permittee shall be applied to City's  
27 costs. Permittee shall reimburse City for any costs in excess of the security deposit. In  
28 the event of removal by City of all or any portion of the obstructions, City shall not be liable

1 for any damage to or loss of any property of Permittee.

2 14. The following additional conditions shall apply to public walkway  
3 occupancy permits for dining or entertainment areas:

4 A. Any dining or entertainment area shall be defined by placement  
5 of sturdy fencing or other suitable barriers, not to exceed forty-eight (48) inches in height,  
6 as approved by the City Engineer. Such barriers may only be affixed to public property  
7 with the prior approval of the City Engineer.

8 B. All accessories to dining uses such as plants or planter boxes,  
9 umbrellas, podiums, menu boards, and heaters may not exceed those enumerated in this  
10 Permit, and must be located inside the barrier, as shown on Exhibit "A".

11 C. All dining which takes place on the public right-of-way shall  
12 conform to the requirements of Chapter 8.80 of the Long Beach Municipal Code regarding  
13 noise. Complaints regarding noise shall be logged by city staff and may be the basis for  
14 suspension, cancellation, or non-renewal of a permit.

15 D. The Permittee shall be responsible for cleaning the public  
16 walkway occupied by and adjacent to the permitted area.

17 15. Any permit issued within the downtown area shall comply with all of  
18 the foregoing requirements and the following additional requirements:

19 A. No tents, canopies or windbreaks may be used in, over, or  
20 around dining or entertainment areas.

21 B. Temporary banners, not exceeding the height of the barrier and  
22 attached to the barrier are permitted for a two (2) week period no more than four (4) times  
23 per year.

24 C. Menu boards must be portable, located within the dining area,  
25 and must not exceed five (5) feet, six (6) inches tall. Menu boards may be either a single  
26 pole pedestal of painted metal or a board attached to the inside of the barrier, parallel to  
27 the barrier.

28 D. The following are prohibited on the public walkway in the

downtown area: television monitors, canopies and A-frame signs.

16. Upon expiration, a new permit must be obtained on the basis of a new application and payment of a new fee and any security deposit amount due. Renewal of the permit is not automatic and there is no right or entitlement to any use of the public right-of-way. Security deposits may be adjusted from year to year based on permit compliance and enforcement cost history. This Permit shall never be construed as the grant by City of any right to permanently use or occupy all or any portion of the public right-of-way; nor shall it ever be construed as a waiver on the part of City, or as an estoppel against it, which would in any manner whatsoever bar or limit, or otherwise prejudice, its right to at any time whatsoever require a discontinuance of the use or occupancy of all or any part of the public street right-of-way, the removal therefrom of all or any obstructions erected or maintained under this Permit and the restoration of such public street right-of-way to a clean condition, all at the sole cost and expense of Permittee.

17. Notices of violation of any of the terms and conditions of this permit may be issued by the City of Long Beach. Within the downtown area as defined on Exhibit "B", preliminary informal notices may be issued by Downtown Long Beach Associates. The enforcement process is set forth on Exhibit "C", attached hereto, and made a part of this permit. Notwithstanding the above, City may revoke this Permit at any time by giving thirty (30) days written notice to Permittee or cancel the permit for noncompliance with its terms. Such notice shall be signed by the City Manager, postage pre-paid, and addressed to Permittee at its address provided above.

18. Permittee accepts this public right-of-way in its present condition and agrees to maintain the same in a safe, clean, and orderly condition. Any and all uses made of the public right-of-way shall be at the sole risk, cost, and expense of Permittee. Permittee, by its acceptance of this Permit, agrees to indemnify, defend, save and keep City, its officers, agents, and employees free and harmless from and against any and all liability as well as from and against any and all loss, claims, demands, damages, expenses and costs of whatsoever nature arising out of or in any manner resulting, directly or

1 indirectly, from Permittee's operations on or the condition, use or misuse of the public street  
2 right-of-way, including liability, claims or damages to or as a result of any structures or  
3 fixtures on the public street right-of-way or appurtenances to it.

4           19. In partial performance of this obligation, Permittee shall obtain and  
5 keep in full force and effect such public liability insurance and property damage insurance,  
6 as required by Exhibit "B" and endorsed to City of Long Beach as additional insured on the  
7 form in attached Exhibit "C".

8           20. Permittee shall indemnify, protect and hold harmless City, its Boards,  
9 Commissions, and their officials, employees and agents ("Indemnified Parties"), from and  
10 against any and all liability, claims, demands, damage, loss, obligations, causes of action,  
11 proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged  
12 to have arisen, in whole or in part, out of or in connection with (1) Permittee's breach or  
13 failure to comply with any of its obligations contained in this Agreement, or (2) negligent or  
14 willful acts, errors, omissions or misrepresentations committed by Permittee, its officers,  
15 employees, agents, subcontractors, or anyone under Permittee's control, in the  
16 performance of work or services under this Agreement (collectively "Claims" or individually  
17 "Claim").

18           In addition to Permittee's duty to indemnify, Permittee shall have a separate  
19 and wholly independent duty to defend Indemnified Parties at Permittee's expense by legal  
20 counsel approved by City, from and against all Claims, and shall continue this defense until  
21 the Claims are resolved, whether by settlement, judgment or otherwise. No finding or  
22 judgment of negligence, fault, breach, or the like on the part of Permittee shall be required  
23 for the duty to defend to arise. City shall notify Permittee of any Claim, shall tender the  
24 defense of the Claim to Permittee, and shall assist Permittee, as may be reasonably  
25 requested, in the defense.

26           21. Nothing in this Permit shall be construed to excuse compliance by  
27 Permittee with any and all of the laws and ordinances of City and State; neither shall this  
28 Permit be deemed to obviate the necessity of Permittee's obtaining such other permits or

1 licenses as are required to conduct specific activities within the area, including but not  
2 limited to entertainment or the sale, service or consumption of alcoholic beverages.

3           22. The terms of this permit shall be enforced by the procedure set forth  
4 on Exhibit "D", attached and made a part of this Permit.

5           23. Permittee shall not assign this Permit, or any interest in it, nor shall  
6 this Permit, or any interest in it, be subject to transfer or assignment by order of any court.  
7 Any such transfer or assignment shall not create any right whatsoever in the transferee or  
8 assignees and shall entitle the City Manager, at his discretion, to terminate this Permit.

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The acceptance of this Permit by Permittee shall be endorsed on this Permit and shall be an acceptance by Permittee of all of the terms and conditions of this Permit and an agreement to abide and comply with it. Permittee further acknowledges that Permittee is aware of the requirements of Long Beach Municipal Code Chapter 14.14, and that Permittee shall conduct all activities hereunder in compliance with such chapter.

8/9/16, 2016

BEER BELLY INC., a California corporation

By [Signature]  
Name Jimmy Han  
Title CEO

\_\_\_\_\_, 2016

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"PERMITTEE"

CITY OF LONG BEACH, a municipal corporation

September 2, 2016

By [Signature]  
City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"CITY" Assistant City Manager

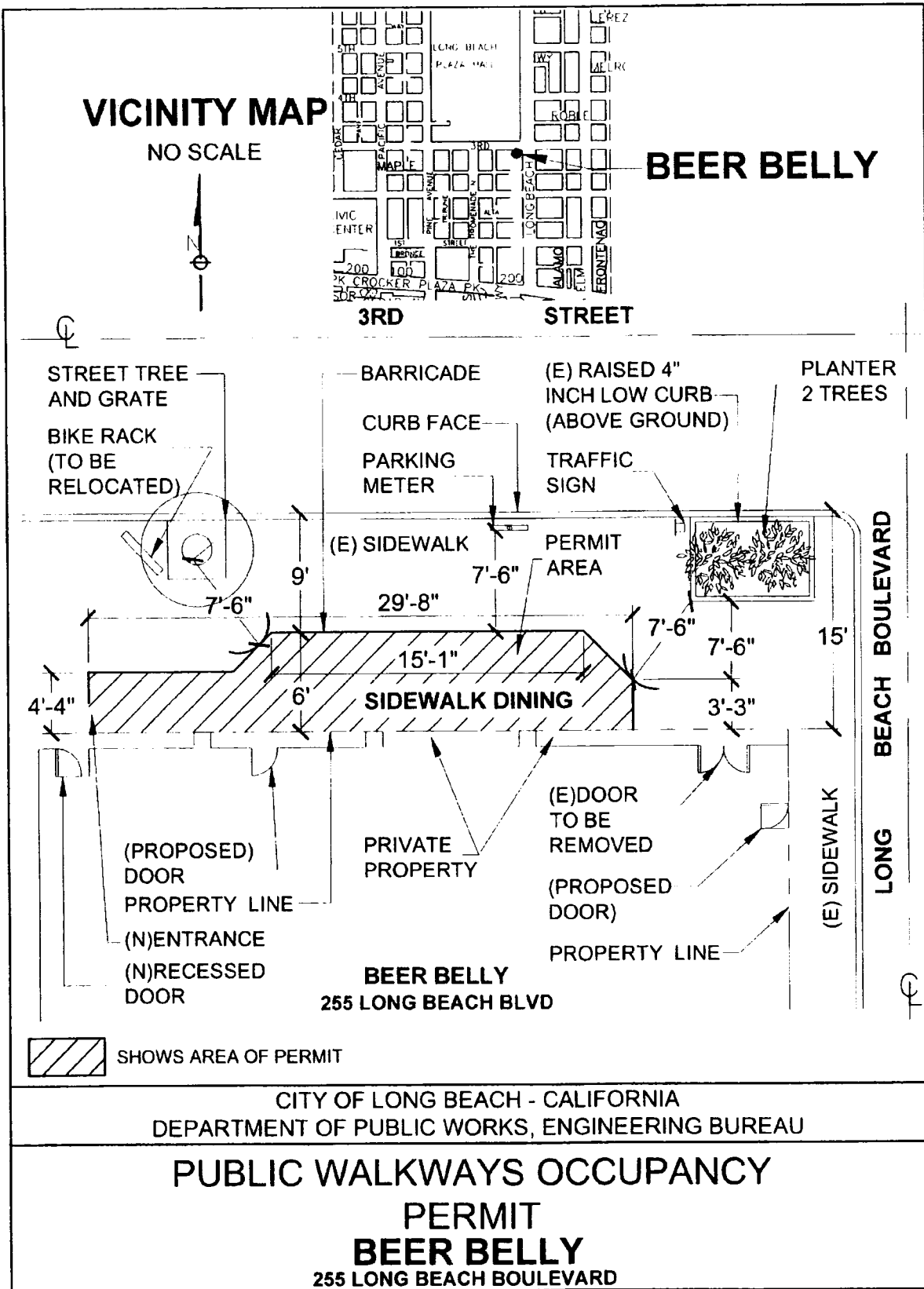
Approved as to form this 16 day of Aug, 2016.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy City Attorney



Exhibit A



**List of Approved Furnishings and Accessories**  
(Attachment to Public Walkways Occupancy Permit for Sidewalk Dining Purposes)

Restaurant: Beer Belly Permittee: Beer Belly Inc.  
Address: 255 Long Beach Blvd. Telephone: 213-216-5862

☒ Tables  
number: 1 CONTINUOUS DRINK RAIL

☒ Chairs **10, PLUS 2 FOR ACCESSIBLE SEATING**  
number: \_\_\_\_\_

\_\_\_\_\_ Umbrella(s)  
height & number: \_\_\_\_\_

\_\_\_\_\_ Heater(s)  
height & number: \_\_\_\_\_

\_\_\_\_\_ Menu board  
note: maximum height of 5 ft 6 in, maximum width of 2 ft  
& none permitted in the coastal zone

\_\_\_\_\_ Waiter station  
size: \_\_\_\_\_

\_\_\_\_\_ Planters for trees or other greenscaping  
describe: \_\_\_\_\_

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ We intend to make occasional use of the permit area for live or recorded entertainment  
(Note: A separate entertainment permit is required).

**The following are prohibited:**

- canopies (ground supported)
- television monitors

Permittee signature: 

Date: 3/7/16

Print name here: Jimmy Han

This list of furnishings and accessories is effective only when attached to a completed Public Walkways Occupancy Permit.

# EXHIBIT “B”

## Liability Insurance Requirements



## **CITY OF LONG BEACH DEPARTMENT OF PUBLIC WORKS**

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### **LIABILITY INSURANCE REQUIREMENTS FOR PUBLIC WALKWAYS OCCUPANCY PERMITS**

The Permittee must maintain a policy of comprehensive general liability insurance with a combined single limit of at least \$1,000,000 per occurrence and a \$2,000,000 general aggregate limit. The company issuing the insurance policy must be admitted in the State of California or have a rating of or equivalent to A.VIII in Best's Insurance Guide. The following must be submitted to the City of Long Beach to obtain a permit to occupy the public sidewalk:

1. A **certificate of insurance** showing evidence of the above and signed by a person authorized to bind coverage must be submitted to the City.
2. An endorsement naming the City of Long Beach, its officials, employees and agents as additional insured, and providing items (a), (b), (c) and (d) listed below, must also be submitted. The use of the City's form titled "**General Liability Endorsement – Public Walkways Occupancy Permits**" (attached) is recommended, although the insurer's own form equivalent in coverage to an ISO CG 20 12 11 85 (government permit endorsement) is also acceptable. The special provisions are as follows:

(a) Notice of cancellation endorsement per industry or company standards providing the same coverage as the City's endorsement. The notice of cancellation endorsement may be qualified to provide 10 days notice for nonpayment of premium. If no separate notice of cancellation endorsement is provided, we will accept a simple modification of the standard cancellation language on the certificate, striking out the phrases: "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives," and elimination of standard disclaimer language on the certificate, such as "this certificate is issued as a matter of information only and confers no rights upon the certificate holder."

(b) Primary coverage endorsement providing that any insurance or self insurance maintained by the City of Long Beach shall be excess to this insurance and shall not be contributing to this insurance.

(c) Severability of interests' endorsement or equivalent policy wording.

(d) Cross liability endorsement or equivalent policy wording.

**Send the certificate of insurance and endorsement form to:**

City of Long Beach  
Office of the City Engineer  
333 West Ocean Boulevard, 10<sup>th</sup> Floor  
Long Beach, CA 90802  
Attn: Carmelo Buzon

**THE CERTIFICATE & ENDORSEMENT MAY BE FAXED TO: (562) 570-5640, attention of Carmelo Buzon.** If there are questions regarding insurance requirements, please call Carmelo Buzon at (562) 570-7954.

# EXHIBIT “C”

## General Liability Endorsement



# CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS ATTN: RIGHT-OF-WAY COORDINATOR

333 West Ocean Boulevard, 10<sup>th</sup> Floor • Long Beach, California 90802 • (562) 570-7954 FAX (562) 570-5640

## General Liability Endorsement – Public Walkways Occupancy Permits

Minimum Limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate

### A. GENERAL LIABILITY POLICY INFORMATION

1. Insurance Company \_\_\_\_\_
2. Policy No. \_\_\_\_\_ Policy Term (from) \_\_\_\_\_ (to) \_\_\_\_\_
3. Endorsement effective date \_\_\_\_\_ Endorsement expiration date \_\_\_\_\_
4. Name of Insured \_\_\_\_\_
5. Address of Named Insured \_\_\_\_\_
6. Address of Permitted Operations \_\_\_\_\_
7. Deductible or Self-insured Retention (nil unless otherwise specified) \$ \_\_\_\_\_
8. Policy Limits: Occurrence \$ \_\_\_\_\_ General Aggregate: \$ \_\_\_\_\_
9. Policy Form equivalent to: CG 00 01 \_\_\_\_\_ CG 00 02 \_\_\_\_\_ GL 00 02 \_\_\_\_\_

### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Long Beach, its boards and commissions, and their officials, employees, and agents are included as additional insured with respect to all loss, liability, claims, demands causes of action, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising out of, or in any manner incident to, operations performed by or on behalf of the Named Insured related to the permit issued by the City.
2. **PRIMARY AND NONCONTRIBUTORY COVERAGE.** The coverage afforded by this policy to the City, its boards and commissions, and their officials, employees and agents shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
3. **SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Insurer's limit of liability.
4. **CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
5. **CANCELLATION NOTICE:** This insurance shall not be cancelled, nonrenewed, or reduced in coverage or limits except after thirty (30) days prior written notice has been given to the City (ten (10) days prior written notice if the policy is cancelled for nonpayment of premium). Such notice shall be addressed to the City of Long Beach at the address above.

### C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incident and claims are reported to the insurer at:

ATTENTION: \_\_\_\_\_  
(Name) (Title) (Company)

ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

### D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) \_\_\_\_\_, warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_ ORGANIZATION: \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_

**EXHIBIT "D"**

**PUBLIC WALKWAYS OCCUPANCY PERMITS  
ENFORCEMENT PROCESS**

1. Letter of information sent to Permittee regarding Long Beach Municipal Code requirements and requested to correct an observed violation of permit conditions.
  - If not remedied in ten (10) working days, send official Notice of Violation.
2. Notice of Violation
  - Indicates that Permittee can be found in default for failure to comply with permit conditions per Long Beach Municipal Code Section 14.14.090.
  - Notes that uncorrected violations will be reported to the City Council at the next permit application.
  - Alerts Permittee that the Alcoholic Beverage Control (ABC) will be notified of all permits declared in default.
  - If violation of permit conditions is not corrected within ten (10) working days, send Second Notice of Violation by certified mail.
  - Copies of Notice of Violation to be sent to the City Manager, Downtown Long Beach Associates (DLBA) and the Redevelopment Agency.
3. Second Notice of Violation
  - Inform Permittee that "On (date 10 working days hence) you will receive a Notice of Default if permit violations not corrected."
  - If permit violations not corrected within ten (10) working days, send Notice of Default by certified mail.
  - Copies of Second Notice of Violation to be sent to the City Manager, DLBA and the Redevelopment Agency.
4. Notice of Default by Department of Public Work
  - Provides Permittee ten (10) working days to remedy violation.
  - "If Permittee fails or refuses to remedy the default within the time specified, the right of the Permittee to use the public walkway shall cease and City shall have the right to remove the public walkway obstruction at Permittee's expense" (LBMC 14.14.090).
  - If a Notice of Default is issued, the security deposit that was paid with the permit application will be forfeited.
  - Second ABC notice of permit status upon actual default.
  - City Manager, DLBA and Redevelopment Agency informed when final default occurs.
5. City pick-up of obstructions at Permittee's expense and/or possible legal action to restrain use of sidewalk by the City Prosecutor.
6. Prior to New Permit Issuance
  - Payment of new permit processing fee and security deposit.
  - Payment of any fees, damages, or City costs assessed for prior code enforcement actions.

**CERTIFICATE OF INSURANCE**

<b>INSURED</b> BEER BELLY INC 01 DBA BEER BELLY 255 N LONG BEACH BLVD LONG BEACH CA 90802	This is to certify that <b>Crusader Insurance Company</b> provides the coverage herein described under the following:  Policy Number: CIC-218106 Policy Period: 11-04-2016 to 11-04-2017
<b>PRODUCER</b> KORAM INS CENTER INC 01 3807 WILSHIRE BL #400 LOS ANGELES CA 90010	<b>CERTIFICATE HOLDER</b> CITY OF LONG BEACH OFFICE OF THE CITY ENGINEER ATTN: CARMELO BUZON 333 W OCEAN BLVD FLR 10 LONG BEACH CA 90802

This certificate of insurance has been issued for information only and is not a policy or contract of insurance and confers no right on the certificate holder. Further, this certificate does not amend, extend, or alter the coverage provided by the policy described herein and is subject to all terms, exclusions, and conditions of the policy.

**LIMIT DESCRIPTION****SECTION 1 PROPERTY COVERAGE**

\$150,000 Personal Property Coverage  
Special Form  
Actual Cash Value  
Applies to Personal Property Coverage  
INCL. Business Income With Extra Expense  
Actual Loss Sustained up to \$1,000,000

**SECTION 2 LIABILITY COVERAGE**

Special Multi Peril Liability  
\$1,000,000 Per Occurrence Limit  
\$2,000,000 Aggregate Limit  
Liquor Liability Coverage  
\$1,000,000 Per Occurrence Limit  
\$2,000,000 Aggregate Limit

APPROVED AS TO SUFFICIENCY

RISK MANAGER

CITY OF LONG BEACH

DATE: 11-08-16

\*Certificate holder is named as Additional Insured on the above referenced policy. See policy for terms and conditions.

APPROVED AS TO FORM

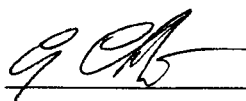
11/15/16  
CHARLES PARKIN City Attorney

By

LINDA T. VO  
DEPUTY CITY ATTORNEY**SPECIAL ITEMS**

CL 11/07/16

AUTHORIZED SIGNATURE



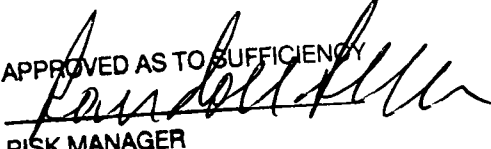
DATE 11-07-2016

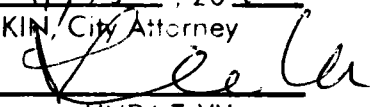


## ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS

It is understood and agreed that the state or political subdivision shown in the Declarations as Additional Insured—State or Political Subdivisions—Permits is included as an insured for liability coverage but only with respect to that state or political subdivision's liability arising out of operations performed by the named insured or on the named insured's behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to bodily injury or property damage, as defined by this insurance, arising out of operations performed for the state or municipality.

APPROVED AS TO SUFFICIENCY  
  
RISK MANAGER  
CITY OF LONG BEACH  
DATE: 11-28-16

APPROVED AS TO FORM  
11/15, 20 16  
CHARLES PARKIN, City Attorney  
By   
LINDA T. VU  
DEPUTY CITY ATTORNEY

# POLICY DECLARATIONS

THESE DECLARATIONS REPLACE ALL PRIOR DECLARATIONS, IF ANY, AND, WITH THE POLICY PROVISIONS AND ENDORSEMENTS, COMPLETE THIS POLICY.

PAGE 1

<b>POLICY NUMBER</b>		<b>POLICY PERIOD</b>		<b>COMPANY PROVIDING COVERAGE</b>	
CIC-218106		FROM 11-04-2016 TO 11-04-2017 12:01 A.M. STANDARD TIME AT THE ADDRESS OF NAMED INSURED.		CRUSADER INSURANCE CO	
<b>NAMED INSURED AND MAILING ADDRESS</b>	BEER BELLY INC DBA BEER BELLY 532 S WESTERN AVE LOS ANGELES CA 90020			<b>INSURED PREMISES/LOCATION</b> FOOD ESTABLISHMENT 255 N LONG BEACH BLVD LONG BEACH CA 90802	
				<b>NAMED INSURED'S DESIGNATED FORM OF BUSINESS</b> OTHER THAN INDIVIDUAL, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIAB. CO.	
<b>PRODUCER</b>	KORAM INS CENTER INC 022477 3807 WILSHIRE BL #400 LOS ANGELES CA 90010 323-660-1000			<b>REASON FOR THESE DECLARATIONS</b> NEW BUSINESS THESE DECLARATIONS ARE EFFECTIVE 11-04-2016 DECLARATIONS # 1-01	

LIMITS	DESCRIPTION/TITLE	FORMS APPLICABLE	PREMIUM
SECTION I PROPERTY COVERAGE			
\$150,000	Personal Property Coverage Special Form 90% Coinsurance Applies \$500 Deductible Applies	USMP 1050	04-11 INCL.
	Actual Cash Value Applies to Personal Property Coverage	USMP 1050	04-11
	INCL. Business Income With Extra Expense Actual Loss Sustained up to \$1,000,000 Special Form	USMP 2056	10-13 INCL.
\$5,000	Bailee's Coverage Special Form \$500 Deductible Applies	USMP 17	04-11 INCL.
\$5,000	Accounts Receivable Endorsement \$500 Deductible Applies 0% Coinsurance Applies	USMP 1039	04-11 INCL.
		USMP 13	04-11
\$5,000	Valuable Papers and Records Endorsement \$500 Deductible Applies	USMP 1054	04-11 INCL.
THE FOLLOWING APPLIES TO ALL SECTION I PROPERTY COVERAGE:			
	Burglar Alarm Requirement	USMP 3-C	05-15
	Safety Requirements	USMP 31	08-13
CONTINUED ON PAGE 2			

COUNTERSIGNED BY:



AUTHORIZED SIGNATURE(S)

11-07-2016

DATE

# POLICY DECLARATIONS

THESE DECLARATIONS REPLACE ALL PRIOR DECLARATIONS, IF ANY, AND, WITH THE POLICY PROVISIONS AND ENDORSEMENTS, COMPLETE THIS POLICY.

PAGE 2

<b>POLICY NUMBER</b>		<b>POLICY PERIOD</b>		<b>COMPANY PROVIDING COVERAGE</b>	
CIC-218106		FROM 11-04-2016 TO 11-04-2017 12:01 A.M. STANDARD TIME AT THE ADDRESS OF NAMED INSURED.		CRUSADER INSURANCE CO	
<b>NAMED INSURED AND MAILING ADDRESS</b>	BEER BELLY INC DBA BEER BELLY 532 S WESTERN AVE LOS ANGELES CA 90020			<b>INSURED PREMISES/LOCATION</b> FOOD ESTABLISHMENT 255 N LONG BEACH BLVD LONG BEACH CA 90802	
				<b>NAMED INSURED'S DESIGNATED FORM OF BUSINESS</b> OTHER THAN INDIVIDUAL, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIAB. CO.	
<b>PRODUCER</b>	KORAM INS CENTER INC 022477 3807 WILSHIRE BL #400 LOS ANGELES CA 90010 323-660-1000			<b>REASON FOR THESE DECLARATIONS</b> NEW BUSINESS THESE DECLARATIONS ARE EFFECTIVE 11-04-2016 DECLARATIONS # 1-01	

LIMITS	DESCRIPTION/TITLE	FORMS APPLICABLE	PREMIUM
SECTION II LIABILITY COVERAGE			
	Special Multi Peril Liability Bodily Injury Liability and Property Damage Liability Combined Single Limit \$1,000,000 Per Occurrence Limit \$2,000,000 Aggregate Limit	USMP 1042	01-14 INCL.
	Incidental Contractual Liability \$50,000 Per Occurrence Sublimit (Subject to Special Multi Peril Liability Aggregate Limit)	USMP 1042	01-14 INCL.
	Products and Completed Operations \$1,000,000 Per Occurrence Sublimit \$2,000,000 Aggregate Limit	USMP 1042	01-14 INCL.
	Products Hazard Definition Endorsement	USMP 1058	04-11
	Real Property Liability - Fire Damage \$100,000 Per Occurrence Sublimit (Subject to Special Multi Peril Liability Aggregate Limit)	USMP 1043	04-11 INCL.
	Personal Injury Liability Insurance \$50,000 Per Occurrence Limit (Subject to Special Multi Peril Liability Aggregate Limit)	USMP 35	04-11 INCL.
CONTINUED ON PAGE 3			

COUNTERSIGNED BY:

AUTHORIZED SIGNATURE(S)

11-07-2016

DATE

# POLICY DECLARATIONS

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<b>POLICY NUMBER</b>		<b>POLICY PERIOD</b>		<b>COMPANY PROVIDING COVERAGE</b>	
CIC-218106		FROM 11-04-2016 TO 11-04-2017 12:01 A.M. STANDARD TIME AT THE ADDRESS OF NAMED INSURED.		CRUSADER INSURANCE CO	
<b>NAMED INSURED AND MAILING ADDRESS</b>	BEER BELLY INC DBA BEER BELLY 532 S WESTERN AVE LOS ANGELES CA 90020			<b>INSURED PREMISES/LOCATION</b> FOOD ESTABLISHMENT 255 N LONG BEACH BLVD LONG BEACH CA 90802	
				<b>NAMED INSURED'S DESIGNATED FORM OF BUSINESS</b> OTHER THAN INDIVIDUAL, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIAB. CO.	
<b>PRODUCER</b>	KORAM INS CENTER INC 022477 3807 WILSHIRE BL #400 LOS ANGELES CA 90010 323-660-1000			<b>REASON FOR THESE DECLARATIONS</b> NEW BUSINESS THESE DECLARATIONS ARE EFFECTIVE 11-04-2016 DECLARATIONS # 1-01	

LIMITS	DESCRIPTION/TITLE	FORMS APPLICABLE	PREMIUM
\$1,000,000	Liquor Liability Coverage	USMP 1044	04-11 INCL.
\$2,000,000	Per Occurrence Limit		
	Aggregate Limit		
\$0	Property Damage Deductible Applies	USMP 1045	04-11
	Per Each Occurrence		
	to all Liability Coverages		
	THE FOLLOWING APPLIES TO ALL SECTION II LIABILITY COVERAGE:		
	Defense of Claims or Suits	USMP 1010	04-11
	Professional Liability Exclusion	USMP 1013	04-11
	Pollution Exclusion	USMP 1008	04-11
	Exclusion - Hazardous Materials	USMP 2045	04-11
	Rental Exclusion Endorsement	USMP 1075	02-13
	Firearm Exclusion Endorsement	USMP 1075	02-13
	Dog Exclusion Endorsement	USMP 1075	02-13
	Exclusion for Liability Claims of an Insured	USMP 1075	02-13
	Sexual Abuse or Molestation Exclusion	USMP 1075	02-13
	Punitive Damages Exclusion	USMP 1075	02-13

CONTINUED ON PAGE 4

COUNTERSIGNED BY:



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<b>POLICY NUMBER</b>	<b>POLICY PERIOD</b>	<b>COMPANY PROVIDING COVERAGE</b>
CIC-218106	FROM 11-04-2016 TO 11-04-2017 12:01 A.M. STANDARD TIME AT THE ADDRESS OF NAMED INSURED.	CRUSADER INSURANCE CO
<b>NAMED INSURED AND MAILING ADDRESS</b>	BEER BELLY INC DBA BEER BELLY 532 S WESTERN AVE LOS ANGELES CA 90020	<b>INSURED PREMISES/LOCATION</b>
		FOOD ESTABLISHMENT 255 N LONG BEACH BLVD LONG BEACH CA 90802
<b>PRODUCER</b>	KORAM INS CENTER INC 022477 3807 WILSHIRE BL #400 LOS ANGELES CA 90010 323-660-1000	<b>NAMED INSURED'S DESIGNATED FORM OF BUSINESS</b>
		OTHER THAN INDIVIDUAL, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIAB. CO.
		<b>REASON FOR THESE DECLARATIONS</b>
		NEW BUSINESS THESE DECLARATIONS ARE EFFECTIVE 11-04-2016 DECLARATIONS # 1-01

LIMITS	DESCRIPTION/TITLE	FORMS APPLICABLE	PREMIUM
	Employment Related Acts Exclusion	USMP 1075	02-13
	THE FOLLOWING APPLIES TO ALL COVERAGE SECTIONS:		
	Exclusion - Terrorism	USMP 2013	04-11
	Mold Exclusion	USMP 2014	04-11
	Exclusion-Americans With Disabilities Act	USMP 2017	04-11
	Violation of Law Exclusion Endorsement	USMP 27	04-11
	Exclusion - Earth Movement or Subsidence	USMP 1094	04-11
	Anti-Stacking Endorsement	USMP 1045	04-11
	Premium Finance Endorsement	USMP 1079	04-11
	Special Multi-Peril Policy Conditions and Definitions	USMP 1045	04-11
	Location Endorsement	USMP 1003	04-11
	California Changes-Cancellation/Nonrenewal	USMP 1068	04-11
	Policy Jacket	USMP 2000J	10-15
CONTINUED ON PAGE 5			

COUNTERSIGNED BY:

AUTHORIZED SIGNATURE(S)

11-07-2016

DATE

# POLICY DECLARATIONS

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PAGE 5

POLICY NUMBER		POLICY PERIOD		COMPANY PROVIDING COVERAGE	
CIC-218106		FROM 11-04-2016 TO 11-04-2017 12:01 A.M. STANDARD TIME AT THE ADDRESS OF NAMED INSURED.		CRUSADER INSURANCE CO	
NAMED INSURED AND MAILING ADDRESS	BEER BELLY INC DBA BEER BELLY 532 S WESTERN AVE LOS ANGELES CA 90020			INSURED PREMISES/LOCATION FOOD ESTABLISHMENT 255 N LONG BEACH BLVD LONG BEACH CA 90802	
	PRODUCER KORAM INS CENTER INC 022477 3807 WILSHIRE BL #400 LOS ANGELES CA 90010 323-660-1000			NAMED INSURED'S DESIGNATED FORM OF BUSINESS OTHER THAN INDIVIDUAL, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIAB. CO.	
				REASON FOR THESE DECLARATIONS NEW BUSINESS THESE DECLARATIONS ARE EFFECTIVE 11-04-2016 DECLARATIONS # 1-01	

LIMITS	DESCRIPTION/TITLE	FORMS APPLICABLE	PREMIUM
Additional Insured - Leased Premises	GILRO LLC & GRG MANAGEMENT SERVICES 1716 CLARK AVE PMB 334 LONG BEACH CA 90815	USMP 1034	04-11
Loss Payable Clause	PACIFIC CITY BANK      Loan Number: 777 E 12TH ST #200      334117 LOS ANGELES      CA 90021	USMP 1036	04-11
Additional Insured - State or Political Subdivisions - Permits	CITY OF LONG BEACH OFFICE OF THE CITY ENGINEER ATTN: CARMELO BUZON      Loan Number: 333 W OCEAN BLVD FLR 10 LONG BEACH      CA 90802	USMP 8	04-11

CONTINUED ON PAGE 6

COUNTERSIGNED BY:

AUTHORIZED SIGNATURE(S)

11-07-2016


DATE

# POLICY DECLARATIONS

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PAGE 6

POLICY NUMBER CIC-218106		POLICY PERIOD FROM 11-04-2016 TO 11-04-2017 12:01 A.M. STANDARD TIME AT THE ADDRESS OF NAMED INSURED.		COMPANY PROVIDING COVERAGE CRUSADER INSURANCE CO	
NAMED INSURED AND MAILING ADDRESS BEER BELLY INC DBA BEER BELLY 532 S WESTERN AVE LOS ANGELES CA 90020				INSURED PREMISES/LOCATION FOOD ESTABLISHMENT 255 N LONG BEACH BLVD LONG BEACH CA 90802	
PRODUCER KORAM INS CENTER INC 022477 3807 WILSHIRE BL #400 LOS ANGELES CA 90010 323-660-1000				NAMED INSURED'S DESIGNATED FORM OF BUSINESS OTHER THAN INDIVIDUAL, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIAB. CO.	
				REASON FOR THESE DECLARATIONS NEW BUSINESS THESE DECLARATIONS ARE EFFECTIVE 11-04-2016 DECLARATIONS # 1-01	

LIMITS	DESCRIPTION/TITLE	FORMS APPLICABLE	PREMIUM
<p>THE FEDERAL TERRORISM INSURANCE PROGRAM ("THE PROGRAM") REQUIRES PROPERTY AND CASUALTY INSURANCE COMPANIES TO MAKE TERRORISM INSURANCE AVAILABLE TO ALL CUSTOMERS. UNDER THE PROGRAM, ANY LOSSES RESULTING FROM CERTIFIED "ACTS OF TERRORISM," AS DEFINED THEREIN, MAY BE PARTIALLY REIMBURSED BY THE U.S. GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THAT FORMULA, THE U.S. GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON 1/1/16; 83% BEGINNING ON 1/1/17; 82% BEGINNING ON 1/1/18; 81% BEGINNING ON 1/1/19; AND 80% BEGINNING ON 1/1/20, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. ADDITIONALLY, THE PROGRAM CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED "ACTS OF TERRORISM" WHEN THE AMOUNT OF SUCH LOSSES EXCEEDS \$100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED. IF YOU HAVE ELECTED TERRORISM INSURANCE, OUR "AMENDMENT TO TERRORISM EXCLUSION" FORM, USMP 2016, WILL BE INCLUDED.</p>			
	TOTAL PREMIUM FOR THIS DECLARATION		\$6,273
	TOTAL POLICY FEE FOR THIS DECLARATION		\$178
	TOTAL FOR THIS DECLARATION		\$6,451
<p>COUNTERSIGNED BY: </p>			
AUTHORIZED SIGNATURE(S)			DATE 11-07-2016



# CITY OF LONG BEACH

APPROVED AS TO FORM

DEPARTMENT OF PUBLIC WORKS ATTN: RIGHT-OF-WAY COORDINATOR

333 West Ocean Boulevard, 10<sup>th</sup> Floor • Long Beach, California 90802 • (562) 570-7054 FAX (562) 570-5640

CHARLES PARKIN, City Attorney

LINDA T. VU

DEPUTY CITY ATTORNEY

## General Liability Endorsement – Public Walkways Occupancy Permit

Minimum Limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate

### A. GENERAL LIABILITY POLICY INFORMATION

- Insurance Company CRUSADER INSURANCE COMPANY
- Policy No. CIC - 218106 Policy Term (from) 11-04-2016 (to) 11-04-2017
- Endorsement effective date 11/04/2016 Endorsement expiration date 11/04/2017
- Name of Insured BEER BELLY INC
- Address of Named Insured 532 S WESTERN AVE LOS ANGELES, CA 90020
- Address of Permitted Operations 255 N LONG BEACH BLVD, LONG BEACH, CA 90802
- Deductible or Self-insured Retention (nil unless otherwise specified) \$ NIL
- Policy Limits: Occurrence \$ 1,000,000 General Aggregate: \$ 2,000,000
- Policy Form equivalent to: CG 00 01 X CG 00 02 GL 00 02

### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, its boards and commissions, and their officials, employees, and agents are included as additional insured with respect to all loss, liability, claims, demands causes of action, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising out of, or in any manner incident to, operations performed by or on behalf of the Named Insured related to the permit issued by the City.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The coverage afforded by this policy to the City, its boards and commissions, and their officials, employees and agents shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- CANCELLATION NOTICE:** This insurance shall not be cancelled, nonrenewed, or reduced in coverage or limits except after thirty (30) days prior written notice has been given to the City (ten (10) days prior written notice if the policy is cancelled for nonpayment of premium). Such notice shall be addressed to the City of Long Beach at the address above.

### C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incident and claims are reported to the insurer at:

ATTENTION: CLAIMS ADMINISTRATOR CRUSADER INSURANCE  
 (Name) (Title) (Company)  
 ADDRESS: 26050 MUREAU ROAD CALABASAS, CA 91302  
 TELEPHONE: ( 888 ) 669-8000 FAX: ( 818 ) 591-9846

### D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) EDWARD HAHN, warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) Edward Hahn DATE 11/08/2016

TITLE: PRESIDENT ORGANIZATION: KORAM INSURANCE CENTER, INC

ADDRESS 3807 WILSHIRE BLVD., SUITE 400 LOS ANGELES, CA 90010

TELEPHONE: ( 323 ) 660-1000 FAX NO. ( 213 ) 381-6299



**CERTIFICATE OF INSURANCE**

<b>INSURED</b> BEER BELLY INC DBA BEER BELLY 255 N LONG BEACH BLVD LONG BEACH CA 90802	01	This is to certify that <b>Crusader Insurance Company</b> provides the coverage herein described under the following:  Policy Number: CIC-218106 Policy Period: 11-04-2016 to 11-04-2017
<b>PRODUCER</b> KORAM INS CENTER INC 3807 WILSHIRE BL #400 LOS ANGELES CA 90010	01	<b>CERTIFICATE HOLDER</b> CITY OF LONG BEACH OFFICE OF THE CITY ENGINEER ATTN: CARMELO BUZON 333 W OCEAN BLVD FLR 10 LONG BEACH CA 90802

This certificate of insurance has been issued for information only and is not a policy or contract of insurance and confers no right on the certificate holder. Further, this certificate does not amend, extend, or alter the coverage provided by the policy described herein and is subject to all terms, exclusions, and conditions of the policy.

LIMIT	DESCRIPTION
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**SECTION 1 PROPERTY COVERAGE**

\$150,000 Personal Property Coverage  
Special Form  
Actual Cash Value  
Applies to Personal Property Coverage  
INCL. Business Income With Extra Expense  
Actual Loss Sustained up to \$1,000,000

**SECTION 2 LIABILITY COVERAGE**

Special Multi Peril Liability  
\$1,000,000 Per Occurrence Limit  
\$2,000,000 Aggregate Limit  
Liquor Liability Coverage  
\$1,000,000 Per Occurrence Limit  
\$2,000,000 Aggregate Limit

\*Certificate holder is named as Additional Insured on the above referenced policy. See policy for terms and conditions.

**SPECIAL ITEMS**

CL 11/07/16

AUTHORIZED SIGNATURE



DATE 11-07-2016

## **ADDITIONAL INSURED—STATE OR POLITICAL SUBDIVISIONS—PERMITS**

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It is understood and agreed that the state or political subdivision shown in the Declarations as Additional Insured—State or Political Subdivisions—Permits is included as an insured for liability coverage but only with respect to that state or political subdivision's liability arising out of operations performed by the named insured or on the named insured's behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to bodily injury or property damage, as defined by this insurance, arising out of operations performed for the state or municipality.