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AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of May 10, 2006 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 3, 2005, by and between the INTERNATIONAL SEA FESTIVAL ASSOCIATION OF LONG BEACH, a California nonprofit corporation ("Association"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the parties desire to delineate the responsibilities and obligations of the Association with respect to the development and promotion of a sea festival in the City of Long Beach;

NOW, THEREFORE, in consideration of the terms and conditions in this Agreement, the parties agree as follows:

1. TERM. The term of this Agreement shall begin on July 1, 2006 and end on May 31, 2011. Notwithstanding anything to the contrary in this Agreement, City shall have the right to terminate this Agreement by giving fifteen (15) days notice to Association as a result of default, material or not, and shall have the right to terminate immediately if the development, promotion and operation of a sea festival is not satisfactory, in the City's sole opinion. Further, this Agreement shall terminate automatically on either the voluntary or involuntary dissolution of the Association, or on the filing of any proceeding in bankruptcy by the Association or on its behalf, or on its entry into receivership.

2. STRUCTURE OF ASSOCIATION. A. The Association shall remain a nonprofit corporation during the term of this Agreement and shall operate in accordance with the California Corporation Code and California Code of Regulations for nonprofit corporations. The Association shall establish the following committees in addition to its Board of Directors: (i) an Executive Management Committee that has the responsibility to make recommendations to the Board of Directors regarding policy; (ii) a Community

1 Outreach Committee that has the responsibility of ensuring that the Association
2 engages in interaction with each community within the City in which events or activities
3 related to the sea festival take place; (iii) a Sea Festival Event Operators Committee
4 that has responsibility for ensuring that the relationship between the Association, event
5 operators and the City is handled with open communication and cooperation; and (iv) a
6 Marketing and Promotion Committee that has responsibility to market and promote the
7 sea festival in an effective manner. These Committees shall meet regularly and report
8 to the Board of Directors.

9 B. The Association shall give notice to the City Manager of any changes
10 in the Board of Directors, changes in Committee membership, and changes in
11 Association employees within twenty-four (24) hours after the change.

12 C. The Association shall maintain a permanent place of business
13 including office space and staff in the City limits.

14 3. RESPONSIBILITIES OF ASSOCIATION. A. Sea Festival. The
15 Association may hold or sanction others to hold and the City grants permission to the
16 Association to hold or sanction others to hold a series of waterfront events and
17 activities, known as a sea festival, that will raise the profile of the City as a waterfront
18 destination and to promote community involvement in beach-related activities. There
19 shall be three (3) levels of events and activities:

20 (i) Level One, Basic Community Events and Activities which are grass
21 roots events and activities with a long-standing tradition of serving the Long Beach
22 community. These events and activities must be free to the public with respect to
23 admission and participation. A list of these events and activities is attached as Exhibit
24 "A" and incorporated by reference;

25 (ii) Level Two, Showcase Community Events and Activities which are
26 events and activities that transform the beach and waterfront areas into a greater
27 resource for the community and bring visitors and tourists to Long Beach. These
28 events and activities shall have only a small admission charge and a small participation

1 charge which will help defray the cost of City services related to the events and
2 activities. A list of these events and activities is attached as Exhibit "B" and
3 incorporated by reference;

4 (iii) Level Three, Regional Events and Activities which are events and
5 activities that attract not only residents of Long Beach but also bring visitors and tourists
6 to Long Beach and its waterfront. These events and activities may charge admission
7 and should be designed to generate revenue for the City, the Association and event
8 operators. A list of events and activities is attached as Exhibit "C" and incorporated by
9 reference.

10 The year 2006 shall be the base year establishing the minimum number of
11 events and activities held at each Level in each subsequent year.

12 B. Association Contracts. Beginning on the date of this Agreement, the
13 Association shall incorporate by reference this Agreement in all contracts, licenses,
14 permits, franchises, letters of understanding, memoranda of understanding and all other
15 agreements of any kind, however designated or captioned that it enters with the
16 operators and sponsors of events and activities ("Association Contracts") and shall
17 provide a copy of this Agreement to those operators and sponsors. The Association
18 shall ensure that those operators and sponsors comply with this Agreement and any
19 breach of this Agreement by an operator or sponsor will be deemed a breach of this
20 Agreement by the Association.

21 In addition, the Association shall submit to the City's Office of Special
22 Events and Filming copies of all Association Contracts. If a review by the City of an
23 Association Contract reveals that the Association Contract does not incorporate this
24 Agreement by reference, does not contain an indemnity of the City, or does not contain
25 the language in the next paragraph, then the City shall not issue a special event permit
26 for that event or activity and that event or activity may not be held.

27 All Association Contracts shall contain the following language:

28 "This document shall in no way bind the City, its officials, employees or

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1 agents or obligate them in any way for any costs whatsoever.”

2 C. Compliance with Law. The Association shall comply with all federal,
3 state, county and local laws, ordinances, rules, and regulations relating to the subject
4 matter of this Agreement, including but not limited to Section 5.60 and Section 8.80 and
5 various sections relating to nuisances in the Long Beach Municipal Code (“Municipal
6 Code”), as well as the regulations of any federal or state agency having jurisdiction over
7 an event or activity including but not limited to the California Coastal Commission and
8 the FAA.

9 D. No Financial Liability by City. The Association shall furnish all
10 supervision, tools, machinery, appliances, transportation, and services necessary to or
11 used in the performance of its obligations under this Agreement. The City shall not
12 have any liability or responsibility for any cost or expense of any kind with respect to any
13 event or activity held pursuant to this Agreement and shall not be required to provide
14 any services that are not stated in this Agreement. The indemnity and defense in
15 Section 8 shall apply in the event that there is any Claim made against the City in this
16 regard.

17 E. Reports. By November 1 each year, the Association shall:

18 (i) prepare and submit to the City Manager or designee for approval
19 a business plan for each year’s operation, including proposed events and activities for a
20 sea festival. The City Manager or designee will act on the plan by December 31, but
21 failure to act by that date shall not be deemed approval;

22 (ii) prepare and submit to the City Manager an annual report which
23 includes:

24 (a) a narrative description of the operating and business
25 goals of the Association;

26 (b) a review and evaluation of the operations (including
27 events and activities held) in the immediately preceding year with recommendations for
28 improvements;

1 (c) a review of economic impact on the City;
2 (d) proposed changes to the events and activities for the
3 next year.

4 F. Board Meeting Notice. The Association shall give notice to the City
5 Manager or designee of the dates, times, and places for all meetings of the Board of the
6 Association.

7 G. Access and Inspection. Prior to, during and after events and
8 activities, the Association shall provide complete and free access to all events and
9 activities to City's employees who are working in their official capacity and who present
10 their City Identification badge, including but not limited to City employees making
11 inspections.

12 H. Safety. The Association shall implement, at its sole cost or shall
13 require the operator of the event or activity to implement, safety protocols and install
14 safety systems and equipment in accordance with all requirements of sanctioning
15 bodies for specific events and activities and as necessary for the safety of the public,
16 including but not limited to safety fences at construction and staging areas.

17 I. Jobs for Youths. The Association is encouraged to create jobs for the
18 City's youths and residents and shall encourage operators and sponsors of events to do
19 the same.

20 J. Selection of Vendors. The Association shall have the right to designate
21 vendors to provide goods, services and merchandising at a sea festival provided,
22 however, that the Association may not promise exclusivity to these vendors where the
23 City has an existing agreement, lease or permit for the same goods, services or
24 merchandising at or near the sites where the Association's vendors will be selling
25 goods, providing services or engaged in merchandising. The Association acknowledges
26 that the City has authorized vendors to engage in sales and services at waterfront areas
27 and that these vendors have the right to continue their sales and services during any
28 event or activity that is part of a sea festival.

1 K. Submission of Various Plans and Sponsors. At least sixty (60) days
2 prior to any event or activity, the Association shall submit to the City Manager or
3 designee for approval the following items specifically targeted to that event or activity:

- 4 (i) a traffic and parking management plan;
- 5 (ii) a refuse and recycling management plan;
- 6 (iii) a first aid and medical response plan;
- 7 (iv) an emergency response plan;
- 8 (v) a communications plan;
- 9 (vi) a housekeeping and litter abatement plan.

10 At least ninety (90) days prior to any event or activity, the Association shall submit to the
11 City Manager a list of sponsors for the event or activity and the City reserves the right to
12 reject any sponsor who is involved in existing or anticipated litigation with the City or
13 who is engaged in a contract dispute with the City. If the City rejects that sponsor, the
14 City will not issue a special event permit to that sponsor and the Association shall not
15 use that sponsor.

16 L. Amplified Sound. The Association shall require that all operators and
17 sponsors of events and activities comply with the public address and amplified sound
18 requirements established by the City.

19 M. Release of Liability and Assumption of Risk. The Association and its
20 licensees shall require that all persons and entities holding events or activities obtain a
21 release on the forms attached as Attachment "A" and Attachment "B" and incorporated
22 by reference from all participants who are pilots or passengers on any water craft or
23 aircraft that is part of an event or activity and from participants and officials in athletic
24 events and activities.

25 4. USE OF CITY PROPERTY. A. Locations of Use. The Association
26 may hold events and activities only at locations approved in advance by the City
27 Manager ("City Property").

28 B. Priorities of Use. Use by the Association or its licensees of City

1 Property is subject to the following order of priority: (i) first priority of use for City
2 Property belongs to events and activities which have historically been organized and
3 scheduled by the City's Office of Specials Events and Filming and which have been held
4 for the past ten consecutive years; (ii) the second priority of use for City Property
5 belongs to events and activities which are organized by the Association as part of a sea
6 festival and which are scheduled and held in accordance with this Agreement; (iii) the
7 third priority of use for City Property belongs to events and activities which are
8 organized and scheduled by City Departments as part of their function (but exclude the
9 events and activities in sub-part "i" above); and (iv) the fourth priority of use for City
10 Property belongs to events and activities which are scheduled by the City's Office of
11 Special Events and Filming as a result of applications for permits to that Office, handled
12 on a "first come, first served" basis.

13 C. Request for Use. By January 15 each year, the Association shall
14 submit a complete time schedule of proposed events and activities for the time identified
15 in sub-section "H" below, accompanied by a written request to use specific City Property
16 for each event and activity. The City will approve or deny the Association's request by
17 February 15, based on guidelines in Section 5.60 of the Long Beach Municipal Code, on
18 the priorities identified in Sub-section 4(B), and on the provisions of this Agreement.
19 However, failure of the City Manager to act by that date shall not be deemed approval.

20 D. Modifications of City Property. The Association shall submit in writing
21 to the City Manager no later than sixty (60) days prior to the event or activity any
22 request to modify City Property or to construct temporary structures on City Property for
23 the duration of an event or activity. The request shall include a plan and time schedule
24 for the work related to modifications or construction. If the City grants the request, then
25 the Association shall pay a deposit to the City, in an amount determined by the City
26 Manager or designee, prior to the commencement of modification of City Property or
27 construction of temporary structures on City Property. The Association shall return City
28 Property which has been modified to its condition immediately prior to the event or

1 activity and shall remove all temporary structures within five (5) days after the event or
2 activity or the City will do so and use the deposit to reimburse the City for its costs. To
3 the extent that the deposit is not sufficient to pay all City costs, then the Association
4 shall reimburse the City for the balance immediately on receipt of an invoice from the
5 City. If the Association returns City Property to its prior condition, then the City shall
6 promptly refund the deposit to the Association.

7 The Association shall, and shall require that the operators of events and
8 activities, keep City Property free of all liens for work done, labor performed, or material
9 furnished by or for them relating to City Property. If a lien is imposed, then they shall
10 record a valid release of lien or deposit with the City cash in an amount equal to 125%
11 of the amount of the lien and authorize payment to the extent of the deposit to any
12 subsequent judgment holder that may arise as a matter of public record from litigation
13 with regard to the lienholder's claim or procure and record a lien release bond in
14 accordance with California Civil Code Section 3143 issued by a surety authorized to do
15 business in California.

16 E. Decoration of City Property. The Association shall submit any request
17 to decorate City Property during an event or activity in writing to the City Manager no
18 later than sixty (60) days prior to the event or activity. The request shall include a plan
19 and time schedule that describes the decorations (including the text on and size of
20 signs) and their installation. Decorations include but are not limited to signs of all kinds
21 and materials (including but not limited to banners) and displays such as displays by
22 sponsors.

23 F. Boundaries of Use. The actual boundaries of use of City Property will
24 be fixed in the special event permit issued by the Office of Special Events and Filming
25 with respect to each event and activity. The Association and operators and sponsors of
26 events and activities are limited to the boundaries in each permit.

27 G. Site Preparation. The timetable for site preparation, set up of the site
28 for a specific event or activity, and tear down will be established in the special event

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1 permit issued for that event or activity. The Association and operators and sponsors of
2 events and activities shall not enter the site until the time set in the special event permit.

3 H. Frequency of Use. The Association may hold events and activities
4 only between June 1 and Labor Day of each year. Events and activities held outside
5 this time frame may only be scheduled with the prior written approval of the City
6 Manager, on a case-by-case basis. Approval of a particular event or activity outside this
7 time frame shall not be deemed approval for that event or activity in any subsequent
8 year.

9 The frequency of Level One and Level Two events and activities is not
10 restricted unless that frequency conflicts with Section 5.60 of the Code. The frequency
11 of Level Three events and activities is restricted to one event or activity between June 1
12 and Labor Day each year.

13 I. Sale of Alcoholic Beverages on City Property. The operators of events
14 and activities on City Property for a sea festival may sell alcoholic beverages on City
15 Property after receipt of a permit to do so from the California Alcoholic Beverage Control
16 ("ABC") provided, however, that the sale is not prohibited by the Municipal Code and, if
17 allowed by the Municipal Code, is sold in accordance with its provisions.

18 5. PERMITS AND LICENSES. The Association and all operators and
19 sponsors of any event or activity related to the sea festival shall obtain a special event
20 permit for each event and activity held as part of the sea festival. In addition, the
21 Association and all operators and sponsors shall obtain any other permits and licenses
22 required by law, including but not limited to business licenses, health permits, permits
23 from the City's Department of Planning and Building, Fire Department, Police
24 Department, coastal development permits, and permits from the ABC.

25 6. FEE AND COSTS. A. In consideration of the City granting to the
26 Association the right to hold a sea festival, the Association shall pay to the City for the
27 benefit of the Office of Special Events and Filming the greater of twenty percent (20%)
28 of gross revenues that the Association receives, during each year of this Agreement,

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1 related in any way to the holding of a sea festival or the following amounts, whichever is
2 greater (the "Agreement Fee"):

- 3 Year One: zero
- 4 Year Two: \$20,000
- 5 Year Three: \$40,000
- 6 Year Four: \$80,000
- 7 Year Five: \$150,000

8 Gross revenues means all receipts whether for cash, credit or trade
9 generated or received by the Association and includes but is not limited to fees,
10 charges, and other amounts received by the Association for licensing, sponsorship,
11 franchising, vending and vending machines, food and beverage concessions,
12 merchandising sales, and all other means of generating or producing revenue related to
13 the events and activities of a sea festival. Gross revenues does not include proceeds of
14 casualty insurance claims, taxes imposed by any governmental entity if collected
15 separately from the selling price of goods and services, security deposits to the extent
16 returned to the person making the deposit, and refunds made to customers of vendors.
17 Gross revenues also does not include the proceeds received by the Association for the
18 events and activities for which the Association is the operator provided, however, that
19 any profit made by the Association from those events and activities which it operates
20 shall be included in gross revenues.

21 The Association shall pay the Agreement Fee no later than December 1 of
22 each year.

23 B. The City agrees to waive the application fees usually imposed to obtain
24 a special event permit and the fees for use of City Property. However, other City fees
25 including but not limited to inspection fees, business license fees, and fees imposed by
26 the Police Department, Fire Department, Department of Public Works, Department of
27 Planning and Building, Department of Health and Human Services, Department of
28 Financial Management, and Water Department are not waived. The City will estimate

1 the amount of these fees which are not waived prior to issuing the special event permit.
2 The Association or an operator or sponsor of an event or activity must pay the
3 estimated fees in full prior to the start of the event or activity.

4 If there are other costs that the City anticipates it may incur as a result of
5 an event or activity, then the City will estimate these costs and the Association or an
6 operator or sponsor of an event or activity shall pay those costs as a condition of and
7 prior to receiving a special event permit. If the City's actual costs exceed the estimate,
8 then the Association or the operator or sponsor of the event or activity shall pay those
9 costs immediately on receipt of an invoice from the City. If the City's actual costs are
10 less than the estimate, then the City shall refund the excess to the person or entity who
11 made the initial payment.

12 The City may require payment in cash or by cashier's check.

13 C. The City reserves the right to require payment of a deposit against
14 damage to City Property, in an amount to be determined in the City's sole discretion. If
15 damage occurs, then the Association shall immediately repair or cause the damage to
16 be repaired, to the satisfaction of the City and under the supervision of the City. If repair
17 is not timely commenced, then the City will repair the damage and deduct the cost of
18 repairs from the deposit. If there is no deposit or if the cost of repairs exceeds the
19 deposit, then the Association shall pay the cost or the balance immediately on receipt of
20 an invoice from the City.

21 D. If any event or activity causes a loss of revenue to the City, then the
22 Association shall immediately reimburse the City for this loss after receipt from the City
23 of a statement describing the nature and amount of the loss.

24 7. CITY RESPONSIBILITIES. A. City will provide a time frame for
25 completion of any work on infrastructure or City Property that will impact an event or
26 activity of the sea festival that appears on the schedule submitted by the Association in
27 accordance with Section 3(A).

28 B. City will evaluate the operation of the sea festival and each event and

1 activity held as part of the sea festival and, in its sole discretion, may require changes to
2 the events and activities or may terminate this Agreement as stated in Section 1.

3 8. INDEMNIFICATION. A. The Association shall, with respect to its
4 obligations under this Agreement, indemnify and hold harmless the City, its Boards and
5 commissions, and their officials, employees, and agents (collectively in this Section
6 "City") from and against any and all liability, claims, demands, damage, loss, causes of
7 action, proceedings, penalties, fines, costs and expenses (including but not limited to
8 attorney's fees, court costs, and expert and witness fees)(collectively "Claims" or
9 individually "Claim"). Claims include allegations and include by way of example but are
10 not limited to: Claims for property damage, personal injury or death arising, in whole or
11 in part, from any negligent act or omission of the Association, its officers, employees,
12 agents, invitees, or anyone under the Association's control (collectively "Indemnitor");
13 the Association's breach of this Agreement; misrepresentation; willful misconduct; and
14 Claims by any employee of Indemnitor relating in any way to workers' compensation.
15 Independent of the indemnification duty and as a free-standing duty on the part of the
16 Association, the Association shall defend the City and shall continue such defense until
17 the Claim is resolved, whether by settlement, judgment, or otherwise. No finding or
18 judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be
19 required for the duty to defend to arise.

20 The Association shall give to the City notice of any Claim within ten (10)
21 calendar days. Likewise, the City shall notify the Association of any Claim, shall tender
22 the defense of such Claim to the Association, and shall assist the Association, as may
23 be reasonably requested, in such defense.

24 B. Because the City is a third party beneficiary of any contractual
25 relationship between the Association and the operator or sponsor of an event or activity,
26 the Association shall require in its contract, permit, franchise, license, letter of
27 understanding, memorandum of understanding or any other type of agreement that the
28 operator or sponsor indemnify and defend the City to the extent provided in sub-section

1 8(A) above.

2 9. INSURANCE. A. Concurrent with the execution of this Agreement, the
3 Association shall procure and maintain, at its sole cost, during the term of this
4 Agreement from insurers authorized to do business in the State of California or eligible
5 surplus lines insurers with ratings equivalent to A:VIII or greater from A.M. Best
6 Company the following insurance: a commercial umbrella policy with a minimum of
7 \$2,000,000 in liability coverage in excess of the primary coverage of the Association
8 and all operators of events and activities that names the City, its officials, employees
9 and agents as additional insureds on a primary and non-contributory basis. Underlying
10 liability coverage shall contain no exclusions or limitations regarding contractual liability
11 protection or cross liability protection.

12 B. The Association shall procure and maintain, or require operators of
13 events and activities to procure and maintain, at all times during an event or activity,
14 insurance of the types and in the limits set forth below:

15 (i) Commercial general liability insurance in an amount not less than
16 \$5,000,000 per occurrence that names the City, its officials, employees and agents as
17 additional insureds on a primary and non-contributory basis;

18 (ii) Workers' compensation insurance as required by the California Labor
19 Code, employer's liability coverage in an amount not less than \$1,000,000 per
20 occurrence, Jones' Act coverage, and USL&HW Act coverage, if applicable to an event.

21 (iii) Commercial automobile liability insurance, including comprehensive
22 auto show coverage, in an amount not less than \$1,000,000 combined single limit. The
23 City, its officials, employees and agents shall be named as additional insureds.

24 C. Furthermore, the Association shall procure and maintain, or require
25 operators of events and activities to procure and maintain, at all times during the event
26 or activity, the following insurance, if it pertain to the type of event or activity being held:

27 (i) comprehensive watershow liability coverage in an amount not less than
28 \$5,000,000 per occurrence;

1 (ii) liquor liability coverage in an amount not less than \$5,000,000 per
2 occurrence;

3 (iii) aircraft liability coverage, including passengers, for each aircraft
4 operated for or in connection with an event, in an amount not less than \$1,000,000 for
5 aircraft up to 1/2 ton in weight, not less than \$5,000,000 for aircraft from 1/2 ton to 3
6 tons, and not less than \$10,000,000 for aircraft 3 tons and over.

7 (iv) watercraft liability or protection and indemnity insurance, including
8 passengers, for each mechanized watercraft operated for or in connection with any
9 event, in an amount not less than \$2,000,000 and for each non-mechanized watercraft
10 operated for or in connection with any event, in an amount not less than \$1,000,000.

11 (v) pyrotechnics liability insurance in an amount not less than \$1,000,000
12 per occurrence for each pyrotechnic operator.

13 For all insurance in this sub-section "C", the City, its officials, employees
14 and agents shall be named as additional insureds on a primary and non-contributory
15 basis.

16 All self-insurance programs, self-insured retention, or deductibles must be
17 approved separately in writing by the City and shall protect the City, its officials,
18 employees and agents individually and collectively in the same manner and to the same
19 extent as they would have been protected had the insurance not contained retention
20 provisions or deductibles. Each policy shall be endorsed to state that coverage shall
21 not be suspended voided, changed, canceled or not renewed by either party to the
22 coverage except after thirty (30) days prior notice to the City, and shall be primary and
23 not contributing to any other insurance or self-insurance maintained by the City.

24 With respect to damage to property, the City and the Association waive all
25 rights of subrogation, one against the other, but only to the extent that collectible
26 commercial insurance is available for that damage.

27 The Association and the operators of events and activities required to
28 provide any insurance described above shall deliver to the City certificates of insurance

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1 and original endorsements for approval as to sufficiency and form concurrently with the
2 execution of this Agreement or, if coverage is only applicable to one or more events,
3 then at least ten (10) business days prior to the set-up date for the event or events. The
4 certificates and endorsements shall contain the original signature of a person authorized
5 by that insurer to bind coverage on its behalf.

6 This insurance shall not be deemed to limit the Association's liability or
7 indemnity under this Agreement and shall not be deemed or construed as performance
8 of the indemnification provisions of this Agreement. City reserves the right to require
9 complete certified copies of all policies at any time. Any modification or waiver of any
10 insurance requirement stated above shall only be made with the prior written approval
11 of the City's Risk Manager or designee.

12 10. TAXES. Except where contested in good faith in a court of
13 appropriate jurisdiction, the Association shall pay, prior to delinquency, all lawful taxes,
14 assessments and other governmental charges that may be levied on its property on the
15 interest granted under this Agreement. The Association recognizes and understands
16 that this Agreement may create a possessory interest subject to property taxation and
17 that the Association may be subject to the payment of property taxes and assessments
18 on that interest.

19 11. NO ASSIGNMENT. The Association shall not assign its rights or
20 delegate its duties under this Agreement, or any part of its rights or duties. Any other
21 attempted assignment or delegation shall be void, and any assignee or delegate shall
22 acquire no right or interest by reason of such attempted assignment or
23 delegation. Furthermore, the Association shall not subcontract any portion of its
24 responsibilities without the prior approval of the City Manager or his designee. Nothing
25 stated in this Section shall prevent the Association from employing as many employees
26 as it deems necessary for performance.

27 12. AMERICANS WITH DISABILITIES ACT. The Association shall have
28 and be allocated the sole responsibility to comply with or to ensure that the operators of

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1 events and activities comply with the Americans with Disabilities Act of 1990 ("ADA"), as
2 amended, with respect to all events and activities and the construction of temporary
3 structures or the modification of City Property and the Association shall defend,
4 indemnify and hold the City, its officials and employees harmless from and against all
5 claims of failure to comply with or violation of the ADA.

6 13. AUDIT. City shall have the right at all reasonable times during the
7 term of this Agreement and for a two-year period following termination or expiration of
8 the Agreement to examine, audit, inspect, review, extract information from, and copy all
9 books, records, accounts and other documents relating to the Agreement and the
10 events and activities held pursuant to the Agreement. The Association shall give full
11 and free access to those books and the like to the City at the Association's regular place
12 of business within the City limits.

13 14. MISCELLANEOUS. A. No provision or breach of this Agreement
14 shall be waived except in writing signed by the parties which expressly refers to the
15 Agreement. A waiver with respect to one provision under particular circumstances or a
16 waiver of a breach shall not be construed to be a waiver of that provision for all
17 circumstances and a waiver of a breach shall not be construed as a waiver of a
18 subsequent similar breach or of a different breach. A failure or delay on the part of the
19 City to require exact and complete compliance with this Agreement shall not be
20 construed as changing the terms of this Agreement and shall not prevent the City from
21 enforcing the provisions at any time.

22 B. This Agreement shall not be amended except in a writing prepared by
23 the Office of the City Attorney and authorized by the City Council. The conduct of the
24 parties shall not be deemed to change the terms of this Agreement.

25 C. No right, power, privilege or remedy of the City shall be construed as
26 being exhausted by its exercise in one or more instances.

27 D. The City's consent or approval shall not be deemed to waive the
28 necessity of the City's consent or approval of any subsequent act, plan or other thing

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1 required to be approved by the City in this Agreement.

2 E. This Agreement constitutes the entire understanding between the
3 parties and supersedes all other agreements, oral or written, with respect to the subject
4 matter in the Agreement.

5 F. Any notice or approval required by this Agreement shall be in writing
6 and personally delivered or deposited in the U.S. Postal Service, first class, postage
7 prepaid to City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City
8 Manager and to the Association at 3000 Pacific Avenue, Long Beach, California 90806
9 Attn: President. Notice of change of address shall be given in the same manner as
10 stated herein for other notices. Notice shall be deemed given on the date deposited in
11 the mail or on the date personal delivery is made, whichever first occurs.

12 G. Termination or expiration of the Agreement shall not affect rights or
13 liabilities which accrued prior to termination or expiration of the Agreement.

14 H. The Agreement is intended by the parties to benefit themselves only
15 and is not in any way intended or designed to or entered for the purpose of creating any
16 benefit or right for any person or entity of any kind that is not a party to the Agreement.

17 I. Subject to federal and state laws, rules, and regulations, the
18 Association shall not discriminate in employment or in the performance of this
19 Agreement on the basis of race, religion, national origin, color, age, sex, sexual
20 orientation, AIDS, HIV status, handicap, or disability.

21 J. The relationship of the parties is that of independent contractors and
22 the parties agree that nothing contained in this Agreement shall be deemed or
23 construed as creating a partnership, joint venture, principal-agent, association, or
24 employer-employee relationship between them or between the City and any third
25 person or entity.

26 K. The headings and numbers in this Agreement are not a part of it and
27 the groupings of provisions of it into separate sections, paragraphs, and clauses are for
28 convenience only and shall have no effect on the construction or interpretation of it.

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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L. This Agreement shall not be recorded.

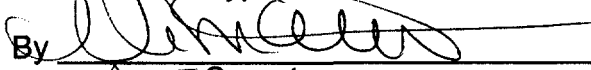
M. This Agreement shall be governed by and construed in accordance with the laws of the State of California and its choice of laws shall be disregarded.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

INTERNATIONAL SEA FESTIVAL
ASSOCIATION

By 
President

Drew F. Satariano
Type or Print Name

By 
ASST Secretary

Valerie DeMartino
Type or Print Name

"Association"

CITY OF LONG BEACH

By 
City Manager

"City"

This Agreement is approved as to form on 7/27, 2006.

ROBERT E. SHANNON, City Attorney

By 
Senior Deputy

EXHIBIT "A"

2006 SEA FESTIVAL EVENTS Level One – Basic Community Events and Activities

DATE	EVENT	LOCATION	EVENT CONTACT	PUBLIC INFO #	ADDRESS/EMAIL
6/25-7/4	THE GREAT BEACH TREASURE HUNT	THE LONG BEACH PRESS TELEGRAM & BEACHFRONT	BILL SMITH – MKTG & SALES DEV. MGR. PRESS TELEGRAM 562-499-1420		Press-Telegram 604 Pine Avenue, LB 90844 bill.smith@presstelegram.com
6/21-8/30	SUMMER CONCERTS IN THE PARK*	VARIOUS CITY PARKS	DEL RANSOM 562-570-3150		Parks, Rec & Marine 2760 Studebaker Road, LB 90815 del_ransom@longbeach.gov
6/19-9/1	SUMMER MOVIES IN THE PARK*	VARIOUS CITY PARKS	DEL RANSOM 562-570-3150		Parks, Rec & Marine 2760 Studebaker Road, LB 90815 del_ransom@longbeach.gov
6/29	LONG BEACH MUNICIPAL BAND CONCERT*	MARINE STADIUM	LAURA SPINO 562-619-6742		ispino3@aol.com
7/1-2	PIER DAZE & SEAFOOD FESTIVAL	BELMONT VETERANS MEMORIAL PIER	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net
7/5	INDEPENDENCE FROM LITTER DAY/BEACH DAY	CHERRY BEACH & ALAMITOS BEACH	CHRISTOPHER WARD 562-570-1748 MARY BLACKBURN 562-570-1748		Christopher_ward@longbeach.gov mary_blackburn@longbeach.gov
7/6, 13, 20, 27	LONG BEACH MUNICIPAL BAND CONCERTS	MARINE STADIUM	LAURA SPINO 562-619-6742		ispino3@aol.com
7/7	CATALINA SKI CLUB "SPECIAL CHILDREN'S DAY"	MARINE STADIUM	SKIP LARSON 805-377-4653		skipsnsales@earthlink.net
7/11	MOONLIGHT MOVIES ON THE BEACH	GRANADA BEACH	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net
7/14-16	CLASSIC BOAT & YACHT FESTIVAL	RAINBOW HARBOR	SCOTT D. ROBINSON 714-896-3311 x68490 ERIC PETERSON 562-435-4093		scott.d.robinson@boeing.com petersoncrib@charter.net
7/18	MOONLIGHT MOVIES ON THE BEACH	GRANADA BEACH	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net
7/25	MOONLIGHT MOVIES ON THE BEACH	GRANADA BEACH	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net

DATE	EVENT	LOCATION	EVENT CONTACT	PUBLIC INFO #	ADDRESS/EMAIL
7/27	SAILING – JESSICA UNIAK MEMORIAL BEACH-BAY REGATTA	ABYC & ALAMITOS BAY	ALEX UNIAK Cryssa Byers 562-598-9401		jrsailing@lbyc.org
8/1	MOONLIGHT MOVIES ON THE BEACH	GRANADA BEACH	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net
8/3,10, 17	LONG BEACH MUNICIPAL BAND CONCERTS	MARINE STADIUM	LAURA SPINO 562-619-6742		ispino3@aol.com
8/4	KIDS FISHING RODEO	BELMONT VETERANS MEMORIAL PIER	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net
8/8	MOONLIGHT MOVIES ON THE BEACH	GRANADA BEACH	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net
8/12	THE GREAT BEACH SAND CASTLE CONTEST*	GRANADA BEACH	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net
8/12	NOVICE SWIM MEET*	BELMONT PLAZA POOL	LORI JARMACZ 562-570-1809	562-570-1718	lori_jarmacz@longbeach.gov
8/13	NOVICE DIVE MEET*	MLK, JR. PARK POOL	LORI JARMACZ 562-570-1809	562-570-1718	lori_jarmacz@longbeach.gov
8/15	MOONLIGHT MOVIES ON THE BEACH	GRANADA BEACH	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net
8/17	SEA FESTIVAL SABOT REGATTA*	LEEWAY SAILING CENTER – OCEAN AT BAYSHORE	TODD LELAND 570-1719		Todd_leland@longbeach.gov
8/18	MODEL SAIL BOAT REGATTA*	COLORADO LAGOON	LORI JARMACZ 562-570-1809	562-570-1721	lori_jarmacz@longbeach.gov
8/19	OAR AND PADDLE REGATTA	GRANADA LAUNCH RAMP	MIKE O'TOOLE 562-881-0567 433-9595		5437 E. Ocean Blvd., LB 90803 m.otoole@verizon.net
8/22	MOONLIGHT MOVIES ON THE BEACH	GRANADA BEACH	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net
8/26	GO FLY A KITE CHAMPIONSHIP	BELMONT SHORE BEACH AT GRANADA	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net
8/29	MOONLIGHT MOVIES ON THE BEACH	GRANADA BEACH	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net

EXHIBIT "B"

**2006 SEA FESTIVAL EVENTS
Level Two – Showcase Community Events and Activities**

DATE	EVENT	LOCATION	EVENT CONTACT	PUBLIC INFO #	ADDRESS/EMAIL
7/8	NOAH KALAMA OUTRIGGER SPRINT REGATTA	BELMONT PLAZA POOL TO GRANADA LANDING	BILLY WHITFORD 949-400-5250 C	949-646-7725	Newport Aquatic Center 1 Whitecliffs Dr. NB 92660 billy@newportaquaticcenter.com camilledaniels@verizon.net
7/12-7/15	MAYOR'S CUP	RAINBOW HARBOR/GLADSTONES	CAMILLE DANIELS 562-493-2498	562-598-9401	mikesego@ussclb.org
7/13-16	SAILING – JR. OLYMPIC FESTIVAL	ABYC & ALAMITOS BAY	MIKE SEGERBLOM 562-433-7939 JIM BATEMAN 714-948-7474		
7/15	KAHAKAI SPRINTS	MARINE STADIUM	LARRY KUNZ 714-381-4995 562-537-8074		875 Appian Way LB 90803 lostman66@gmail.com
7/29 & 30	DRAGON BOAT FESTIVAL	MARINE STADIUM	DR. HOWARD CHEN 626-288-2888		120 S. Garfield Avenue Monterey Park, 91754 Drchen@lbdragonboat.com
8/5	CORPORATE BEACH VOLLEYBALL CHALLENGE	VOLLEYBALL COURTS DIRECTLY EAST OF BELMONT POOL	BRIAN GIMMILLARO 562-985-4655 X58366 Erika Chidester		353 Calle Marseille. LB, CA 90814 bgimmill@csulb.edu erikachidester@yahoo.com
8/5-6	LONG BEACH SEAFEST KITEBOARDING CHALLENGE	BELMONT SHORE - GRANADA LAUNCH RAMP	STEPHEN KENT 562-480-8862 C	562-592-5483	Kites Etc. 16802 PCH, Sunset Beach CA 90742 sales@kitesetc.com (POBox 1076)
8/7-11	LAND MEETS SEA SPORTS CAMP	MARINE STADIUM	GUS LAZEAR 909-596-7733 X2212		Casa Colina 255 E. Bonita Ave Pomona, 91769 glazea@casacolina.org
8/11 & 13	LB SPRINT NATIONALS (CIRCLE BOATS)	MARINE STADIUM	ROSS WALLACH 310-704-3243 C	562-633-6200	1803 Morgan Lane Redondo Beach 90278 Rosdbos26@yahoo.com
8/18-20	TIKI BEACH FESTIVAL (POLYNESIAN SPECTACULAR)	GRANADA LAUNCH RAMP	FRED KHAMMAR 562-434-1542		Alfredos Beach Club 5411 Ocean Blvd. LB 90803 beachclub2001@charter.net merleasper@verizon.net
8/18-20	SAILING – FICKER CUP	LBYC – ALAMITOS BAY	MERLE ASPER 562-852-5853	598-9401	
8/21-24	LONG BEACH JR. OPEN TENNIS TOURNAMENT	EL DORADO PARK TENNIS CENTER	CATHY JACOBSON GUZY 562-896-0555		first.serve@verizon.net

EXHIBIT "C"

**2006 SEA FESTIVAL EVENTS
Level Three – Regional Events and Activities**

DATE	EVENT	LOCATION	EVENT CONTACT	PUBLIC INFO #	ADDRESS/EMAIL
6/25	THE BEACH TRIATHLON CONTINENTAL CUP 2006	ALAMITOS BEACH, SHORELINE DR, QUEENSWAY BAY BRIDGE, QUEEN MARY, SHORELINE VILLAGE	JOHN PARKS 562-728-8829 x5 BOB SEAGREN (818) 404-0922 Stacy Embretson		Int. City Racing 555 E. Artesia, Suite B LB 90805 jpark@runicr.com rseagren@runicr.com sembretson@runicr.com
7/4	JULY 4 TH FESTIVAL	MARINA GREEN	ROY HASSETT 562-495-5959		O Entertainment 539 E Bixby Rd, #59 LB 90807 roy@oentertainment.org
7/5	INDEPENDENCE FROM LITTER DAY/BEACH DAY	CHERRY BEACH & ALAMITOS BEACH	CHRISTOPHER WARD 562-570-1748 MARY BLACKBURN 562-570-1748		Christopher_ward@longbeach.gov mary_blackburn@longbeach.gov
7/8	57 TH ANNUAL LONG BEACH/ CATALINA ISLAND/LONG BEACH SKI RACE	LONG BEACH HARBOR – COAST HOTEL	RANDY JARELL 909-463-3069 RICK LEMMON 951-712-7316		ah2oskinut@aol.com racerrick26@aol.com Liberty Construction, 420 McKinley #111-445, Corona, CA 92879
7/9	INAUGURAL LONG BEACH/CATALINA / LONG BEACH JET SKI RACE	LONG BEACH HARBOR – COAST HOTEL	ROSS WALLACH 310-318-4012 MIKE FOLLMER 714-241-9600		Rosdbos26@yahoo.com 1803 Morgan Lane Redondo Beach, CA 90278 apbaracing.com
7/9	75 ANNIVERSARY OFF-SHORE POWER BOAT RACE – LONG BEACH/ CATALINA ISTHMUS/ AVALON/LONG BEACH	LONG BEACH HARBOR – THE QUEEN MARY HOTEL	KEVIN COOPER 951-273-9690		Lavey Craft 210 Benjamin Drive, Corona, CA 92879 kcooper530@yahoo.com
8/12- 14	I-14 US NATIONAL SAILING CHAMPIONSHIPS	US SAILING CENTER – OCEAN AT BAY SHORE	JERRY MONTGOMERY 562-427-3116 433-7939		Mmmont@aol.com

ATTACHMENT "A"

CITY OF LONG BEACH
RELEASE AND WAIVER OF ALL LIABILITY
AND ASSUMPTION OF RISK AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in _____
_____ and related activities ("Event"), 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 any of them are unsafe, I will immediately advise the person supervising the event, 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, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity;
3. Assume any and all risks 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 this event or activity;
4. Covenant not to sue, or present any claim for personal injury, property damage, or wrongful death against the _____ ("Permittee/Sponsor"), the City of Long Beach, and their officers, employees and agents for damages attributable to my participation in the event or activity;
5. Release, waive, discharge and relinquish _____ ("Permittee/Sponsor"), the City of Long Beach and their officers, employees and agents from any liability, loss, damage, claim, demand or cause of action against them arising from or attributable to my participation in the event or 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 this event or activity without compensation from the City of Long Beach or Permittee/Sponsor and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose;
7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity;
8. Acknowledge that the City of Long Beach and Permittee/Sponsor are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the above-named event or 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

ATTACHMENT "B"

**PARENTAL CONSENT
RELEASE AND WAIVER OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**

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

1. Consent to the minor's participating in the event or activity;
2. Agree that prior to the minor's participation in the event or activity the minor and I will inspect the facilities, equipment, and areas where the event or activity is being conducted and, if either of us believes any of them are unsafe, I will immediately advise the person supervising the event, activity, facility or area;
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, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity;
4. **Release, waive, discharge and relinquish** _____ ("Permittee/Sponsor"), the City of Long Beach, and their officers, employees, and agents from any liability, loss, damage, claim, demand or cause of action against them attributable to the minor's participation in the event or activity, whether same shall arise by their negligence or otherwise;
5. **Assume any and all risks** 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 event or activity and authorize the City of Long Beach or the Permittee/Sponsor 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 or hospitalization is required, I agree to pay all medical and hospital bills relating thereto;
6. **Covenant not to sue or present any claim** for personal injury, property damage, or wrongful death for or on behalf of the minor against the Permittee/Sponsor, the City of Long Beach and their officers, employees, and agents attributable to the minor's participation in the event or activity;
7. Agree that photographs, pictures, slides, movies, or videos of the minor may be taken in connection with the minor's participation in the event or activity without compensation from the Permittee/Sponsor or the City of Long Beach and consent to use the use of photographs, pictures, slides, movies, or videos for any legal purpose;
8. Warrant that the minor is in good health and has no physical condition that would prevent the minor from participation in the event or activity;
9. Acknowledge that the City of Long Beach and Permittee/Sponsor are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the above-named event or activity;
10. 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.

IMPORTANT: 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 WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY.

Date: _____

Parent/Guardian

Date: _____

Parent/Guardian