

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

1 PERMIT FOR OPERATION OF A KITE BOARDING CONCESSION

2 **31386**

3 Pursuant to a minute order of the City Council of the City of Long Beach at  
4 its July 7, 2009 meeting, the City of Long Beach, a municipal corporation ("City") hereby  
5 grants permission to ROBERT MCCULLOUGH and A.D. <sup>MILMAN</sup>~~MILAN~~, a husband and wife  
6 partnership doing business as KITESURFARI, whose address is 18822 Beach  
7 Boulevard, #108, Huntington Beach, California 92648, ("Permittee") to operate a kite  
8 boarding concession as follows:

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

14 2. TERM. The term of this Permit shall commence on July 1, 2009, and  
15 shall terminate on June 30, 2011 unless revoked prior to said termination as provided  
16 herein. City shall retain one (1), two (2) year renewal options subject to the discretion of  
17 the City Manager or his designee.

18 3. PAYMENT BY PERMITTEE TO CITY. Permittee shall pay annual  
19 minimum quarterly payments due January 10<sup>th</sup>, April 10<sup>th</sup>, July 10<sup>th</sup> and October 10<sup>th</sup> of  
20 each Permit year, to the Department of Parks, Recreation and Marine ("Department"): (a)  
21 ten percent (10%) of gross receipts for the permit year or (b) Three-Thousand Dollars  
22 (\$3,000.00), whichever is greater.

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

28 4. SAFETY AND EQUIPMENT. Permittee must provide all safety

1 equipment determined to be necessary. Permittee shall meet annually with the City's  
2 Chief Lifeguard or his designee to review emergency water safety requirements for the  
3 Permittee's operation, said Lifeguard being authorized to determine any necessary safety  
4 equipment, and the circumstances attaching to its requirement or use.

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

11           6.     SPECIAL CONDITIONS.

12                 6.1     Concessionaire must operate in accord with the Professional  
13 Air Sport Association (PASA) or International Kiteboarding Organization (IKO) Minimum  
14 Kitesurfing School Requirements shown on Attachment B.

15                 6.2     A PASA/IKO certified instructor must be on staff at all times.  
16 Documentation indicating said instructor is certified must be submitted to the Department  
17 of Parks, Recreation and Marine, Contract Management, 2760 N. Studebaker Road,  
18 Long Beach, CA 90815 on an annual basis no later than July 1st of each permit year.

19                 6.3     Concessionaire must operate in accord with the City of Long  
20 Beach Kitesurfing Guidelines shown on Attachment C.

21                 6.4     Instructors must wear clothing making them readily identifiable  
22 as professional instructors and employees of the Concessionaire. The manner in which  
23 this shall be accomplished is subject to the approval of the Director of Parks, Recreation  
24 and Marine or his/her designee.

25                 6.5     Lessons must be conducted with strict regard for the safety of  
26 the general public and a student to instructor ratio of no more than three (3) students per  
27 instructor.

28           7.     FINANCIAL STATEMENT. Permittee shall, on or before the 15<sup>th</sup> day

1 of the month next following the month during which Permittee commences operation, and  
2 on or before the fifteenth (15<sup>th</sup>) day of each month hereafter throughout the term of this  
3 Permit or any extension hereof, give the Director a financial report showing Permittee's  
4 daily income from the concession for the preceding calendar month. On or before the  
5 first (1<sup>st</sup>) day of October of each year throughout the term of the Permit or any extension  
6 hereof, Permittee shall give the Director a financial recap statement showing the total  
7 income for the season, together with a report of the expenses and disposition of profits, if  
8 any, in connection with the concession.

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

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

25 Permittee shall keep or cause to be kept during the term, any extended  
26 term and for two (2) years after the expiration or termination of this Permit complete  
27 books of accounts and other records reflecting all business transactions conducted in, on  
28 or from the Premises. Such books and records shall include daily record of gross

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

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

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

28 8. INDEMNIFICATION. Permittee shall defend, indemnify, and hold

1 harmless the City, their officials, agents, and employees from and against all loss,  
2 damage, demand, claim, cause of action, liability cost, or expense (including reasonable  
3 attorney's fees) of any kind whatsoever resulting or arising out of the operation,  
4 maintenance, or condition of the concession by Permittee, Permittee's employees,  
5 agents or other persons permitted by Permittee to be at the concession.

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

10 (a) Commercial general liability insurance equivalent in scope to ISO form  
11 CG 00 01 11 85 or CG 00 01 11 88 in an amount not less than One Million Dollars  
12 (\$1,000,000.00) for each occurrence or Two Million Dollars (\$2,000,000.00) general  
13 aggregate. Such coverage shall include but not be limited to broad form contractual  
14 coverage, cross liability, and products and completed operations. City, its officials,  
15 boards, commissions, employees, and agents shall be named as additional insureds by  
16 endorsement on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG  
17 20 26 11 85 and this insurance shall contain no special limitations on the scope of  
18 protection given to the City, its officials, boards, commissions, employees and agents.

19 (b) Workers' Compensation insurance as required by the California Labor  
20 Code.

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

24 (d) Accident insurance in the greater of (i) the amount required by the  
25 sanctioning body of Permittee or (ii) One Hundred Thousand (\$100,000.00) per accident.  
26 In either case, there shall be no deductible in coverage for minors and only a Two  
27 Hundred Fifty Dollars (\$250.00) deductible in coverage for adults.

28 Any self-insurance program, self-insured retention, or deductible must be

1 separately approved in writing by City's Risk Manager or designee and shall protect City,  
2 its officials, boards, commissions, employees and agents in the same manner and to the  
3 same extent as they would have been protected had the policy or policies not contained  
4 retention or deductible provisions. Each insurance policy shall be endorsed to state that  
5 coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days  
6 prior written notice to City, and shall be primary and not contributing to any other  
7 insurance or self-insurance maintained by City. Coverage for abuse and molestation  
8 shall not be excluded. Permittee shall notify the City in writing within five (5) days after  
9 any insurance required herein has been voided by the insurer or cancelled by the  
10 insured.

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

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

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

1           10.    LICENSES, PERMITS AND TAXES. Permittee shall obtain and pay  
2 for all licenses and permits required for operation of the concession. In addition,  
3 Permittee shall pay all taxes levied, including any possessory interest taxes.

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

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

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

26           13.    ATTENTION. Permittee shall devote time and attention to the  
27 concession and shall promote, increase and develop the concession and render every  
28 possible service and convenience to the public or shall appoint a manager to do so who

1 shall remain subject to the direction and control of Permittee. Any manager appointed by  
2 Permittee shall have full authority to the concession and Permittee shall encourage his  
3 manager to utilize sound business methods.

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

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

15 16. CONDUCT. Permittee shall at all times conduct the concession in a  
16 quiet and orderly manner to the satisfaction of the Director, and in a manner that will not  
17 create a nuisance. Permittee shall permit no intoxicated person, profane or indecent  
18 language, or boisterous or loud conduct in or about the concession, and shall call upon  
19 the aid of peace officers to assist in maintaining peaceful conditions.

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

26 18. PRICES. All prices charged at the rental concession shall be subject  
27 to the prior written approval of the Director. The Permittee is required to submit to the  
28 Director all prices for equipment rental at the premises before commencement of



1 business and before March 1 of each year of the term or any extension. The standards  
2 used to approve or disapprove prices shall be the prevailing market price for the same  
3 service or grade of merchandise.

4 19. EXCLUSIVITY. During the term of this Permit, no exclusivity is  
5 granted.

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

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

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

28 In the performance of this Permit, Permittee shall not discriminate against

1 any employee or applicant for employment and Permittee shall take affirmative action to  
2 ensure that applicants are employed and that employees are treated without  
3 discrimination. Such action shall include but not be limited to the following: employment,  
4 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or  
5 termination; rates of pay or other forms of compensation; and selection for training,  
6 including apparent apprenticeship.

7 23. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.

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

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

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

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

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

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

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

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

27 change the service rendered concession or to conform to the rules, regulations,  
28 directions or instructions from the City, or the Director, or fails, neglects or refuses to pay

1 any Permit fee or any part thereof after the same shall become due, or defaults in the  
2 performance of any of the other provision herein, and said failure, neglect, refusal, or  
3 default continues for a period of thirty (30) days after notice thereof to Permittee, then the  
4 City may immediately revoke this Permit and enter and take possession of the  
5 concession at Permittee's cost and expense. Revocation of this Permit shall not impair  
6 any other right or remedy of the City.

7           The occurrence of any of the following shall constitute a default by the  
8 Permittee:

9                       27.1 Failure to pay percentage payment when due, if the failure  
10 continues for five (5) days after written notice has been given to the Permittee

11                       27.2 Failure to perform any of the provisions of this Permit if the  
12 failure to perform is not cured within thirty (30) days after written notice has been given to  
13 Permittee. If the default cannot be reasonably cured within thirty (30) days, Permittee  
14 shall not be in default if Permittee begins to cure within the thirty (30) day period and  
15 diligently and in good faith continues to cure the default.

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

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

28                       29. RESTORATION OF CONCESSION. Upon the expiration or sooner

1 revocation of this Permit, Permittee shall have the right to remove items described in  
2 Section 5 hereof from the concession and shall have thirty (30) days from notice from the  
3 director to make such removal and to restore the concession to the condition existing at  
4 the time Permittee's use thereof commenced, to the satisfaction of the City. If said items  
5 are not removed within that period, they shall become the property of the City or, at the  
6 option of the City, they may be removed and the restoration performed and Permittee  
7 charged for the labor and materials required to perform the work plus any overhead  
8 costs.

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

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

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

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

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

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

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35. NOTICES. All notices shall be in writing or personally served or deposited in the U.S. Postal Service, first class, postage prepaid, to Permittee at 18822 Beach Boulevard, #108, Huntington Beach, California 92648, and the City at 2760 Studebaker Road, Long Beach, California 90815-1697, Attention: Director. Notice of change of address shall be given in the same manner as stated for other notices. Notices shall be deemed given on the date deposited in the mail or on the date personal service is obtained, whichever first occurs.

Accepted this 20<sup>th</sup> day of JULY, 2009.

ROBERT MCCULLOUGH and A.D. <sup>MILMAN</sup> ~~MILAN~~, a husband and wife partnership doing business as KITESURFARI

20 JULY, 2009

By [Signature]  
Type or Print Name

"Permittee"

CITY OF LONG BEACH, a municipal corporation

11.3, 2009

By [Signature] Assistant City Manager  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Permit is hereby approved as to form this 4<sup>th</sup> day of August, 2009

ROBERT E. SHANNON, City Attorney

By: [Signature] Deputy



Kiteboard Lesson Areas



0 25 50 100 150 200 250 300 Feet



contracts-kiteboard lesson areas.mxd tch 7/20/09

## ATTACHMENT B



### KITEBOARDING SCHOOL REQUIREMENTS

#### General requirements

- Have 1 qualified IKO Instructor Level 2 managing school operations
- Keep track of maintenance of equipment and safety systems in a logbook
- Respect all other area users
- **Make sure all students sign the Release of Liability form before starting each course**
- Use the Student Record form and collect student data before starting each course
- **Provide Kiteboarder cards to the instructors working in the Center and make sure all students are certified at the end of their lesson**
- Set the safety and rescue procedures (accessible phone, accessible first aid kit, define the procedure to follow in case of emergency)
- Comply with local regulations in the operating country
- Subscribe to the IKO liability insurance policy for kiteboarding/snowkiting activities or Hold IKO Instructor liability insurance if the Instructor works as an independent Instructor.
- Report any accident that occurs at the Center to the claims department of applicable insurance provider, as well as to IKO Support within 3 days of the accident (regardless of the severity of the accident)
- Accept school inspection from IKO Quality Rep or Examiner

#### Kiteboarding school commitments

##### Customer guarantees:

- Supply and make the students wear safety gear such as flotation devices (kiteboarding only) & helmets, and have a functional safety systems on every control bar used for teaching
- Teach students to become independent (safety, practice and analysis)
- Teach on an assessed and adapted site
- Have the necessary equipment for all local wind conditions
- Make sure students are aware of and understand the emergency procedures
- **Make sure that IKO Instructors evaluate and certify, without exception, all students' levels with the Kiteboarder Card. The Kiteboarder Card and the Kiteboarder's/Snowkiter's Workbook should be included in the cost of the lesson, not sold separately.**

## ATTACHMENT C



### CITY OF LONG BEACH KITEBOARDING GUIDELINES

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

#### I. Kite Surfers Are Considered Vessels

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

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

#### II. Operate Safely When On Open Water

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



# CITY OF LONG BEACH KITEBOARDING GUIDELINES

## III. Launch Areas

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

## IV. Bike Path Restrictions

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

## V. High (Patron/User) Volume Beach Days

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

## VI. Cooperation, Compliance and Courtesy

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

## VII. Sales and Lessons

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

- Section 16.16.060 Sale or solicitation permit

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

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