

REVOCABLE PERMIT
(LONG BEACH GRAND PRIX ASSOCIATION)

32486

Pursuant to a minute order of the City Council of the City of Long Beach made on January 10, 2012, and subject to the terms and conditions hereafter set forth, the CITY OF LONG BEACH ("City") grants permission to the GRAND PRIX ASSOCIATION OF LONG BEACH ("Association") to occupy and use those premises ("Permit Areas") shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof. Said Permit Areas shall at all times be used solely for the purposes specified below and upon the following terms and conditions.

1. **RECITALS.** This Permit is made with reference to the following facts and objectives:

A. Association and City entered into that certain Amended and Restated Agreement (City Contract No. 30691) dated April 16, 2008 (the "Agreement"), pursuant to which Association conducts championship Grand Prix automobile races in the City of Long Beach.

B. The Agreement grants Association permission to use the Permit Areas designated herein, along with other City properties within the Circuit (as such term is defined in the Agreement).

C. The purpose of this Permit is to set forth the terms and conditions of use of the Permit Areas as defined herein.

2. **USE AND TERM.** Permit Area 1 as shown on Exhibit "A" shall be used for the purpose of a corporate hospitality area during the period commencing at 12:00 p.m. on April 13, 2012, and ending at 11:59 p.m. on April 15, 2012. Permit Areas 1, 2, 3 and 4 as shown on Exhibit "A" shall be used for the purpose of parking motor vehicles during the period commencing at 6:00 a.m. on April 13, 2012, and ending at 11:59 p.m. on April 15, 2012, and for no other purpose whatsoever. Permit Area 4 on Exhibit "A" shall be used as the area for Victory Circle. Permit Areas A, B and C as

1 shown on Exhibit "B" shall be used for the purpose of constructing and maintaining
2 hospitality tents or facilities at which food and beverages, including alcoholic beverages,
3 are sold or dispensed during the period commencing at 6:00 a.m. on April 13, 2012, and
4 ending 11:59 p.m. on April 15, 2012, and for no other purpose whatsoever. The total
5 charges for the parking spaces in each area shall be as set forth on Exhibit "C".

6 3. **RENTAL.** Association shall pay to City the sum of money for the use
7 of the Permit Areas as specified in the Agreement. Said rental may be included in City's
8 estimate of extraordinary expenses as provided in the Agreement.

9 4. **TERMINATION.** This Permit is terminable by City upon four (4)
10 hours' written or verbal notice to Association if Association neglects or fails to perform or
11 observe or cause to be performed or observed any of the terms and conditions set forth
12 in this Permit. The right to revoke this Permit shall be and shall remain unconditional and
13 unrestricted and neither City nor any board, commission, officer, or employee thereof
14 shall be liable in damages to Association because of any such termination. Upon
15 termination for default, Association at its sole cost and expense shall cause the Permit
16 Areas to be evacuated and restored to the condition in which they were given to
17 Association. Association shall not be released of its obligation to pay rent by any such
18 termination.

19 5. **CONDITION.** Association shall at all times keep and maintain the
20 Permit Areas in a safe, clean, wholesome, sanitary and sightly condition and comply with
21 all applicable federal, state and municipal laws, ordinances, rules and regulations,
22 including without limitation the provisions of the California Health and Safety Code
23 pertaining to temporary trailer parks.

24 6. **BUSINESS LICENSE.** The provisions of Chapter 5.02 of the Long
25 Beach Municipal Code relating to the requirement to procure a business license to
26 operate a temporary trailer park and parking lots within the limits of the City of Long
27 Beach are hereby waived.

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1 7. **ASSOCIATION OBLIGATIONS.** With respect to Association's
2 operations within all the Permit Areas, Association shall, at its cost, perform at a minimum
3 the following:

4 a. Provide within the Permit Area 2 as shown on Exhibit "A" an
5 approved portable collecting device for discharge and collection of
6 waste water and sewage and require that all users of these Permit
7 Areas discharge waste water and sewage therein.

8 b. Provide approved waste containers for disposal of garbage,
9 waste and rubbish and cause said containers to be emptied daily
10 and disposed of without creating a nuisance.

11 c. Provide and maintain within the Permit Area 2 four (4)
12 portable toilets. Said toilets shall be placed no closer than one
13 hundred (100) feet in any direction to any recreational vehicle.

14 d. Instruct all users of the Permit Areas regarding the rules and
15 regulations for the use of the Permit Areas and remove or cause to
16 be removed any user who creates a nuisance or commits waste by
17 discharging garbage, rubbish, waste water or sewage in any area
18 or place other than receptacles, containers, or devices provided
19 therefore. Association shall promptly clean and disinfect any area
20 contaminated with improperly discharged waste water or sewage.

21 e. On or before 12:00 a.m. on April 16, 2012 cause the Permit
22 Areas to be restored to a clean and neat condition, free from all
23 debris.

24 8. **INDEMNIFICATION AND INSURANCE.** Association shall indemnify
25 City and, in partial performance of said indemnification, shall procure and maintain
26 insurance, all as required under Sections 9 and 10 of the Agreement, said sections are
27 incorporated and made a part hereof as though set forth in full herein.

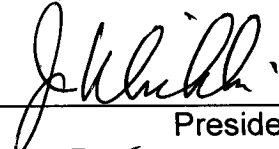
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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

9. **INSPECTION BY CITY.** Association shall allow City, its officers, agents and employees to enter the Permit Areas at any time for the purpose of inspecting the same.

10. **POSSESSORY INTEREST.** Association recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Association may be subject to the payment of property taxes on such interest. Association covenants to pay, at least ten (10) days prior to delinquency, taxes upon the interest created by this Permit. Association shall furnish City with satisfactory evidence of such payment within thirty (30) days after the date of payment.

GRAND PRIX ASSOCIATION OF LONG BEACH, a California corporation

By , 2012
President

By , 2012
Secretary

"Association"

CITY OF LONG BEACH, a municipal corporation

By , 2012
Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

The foregoing Revocable Permit is hereby approved as to form this 7 day of February, 2012.


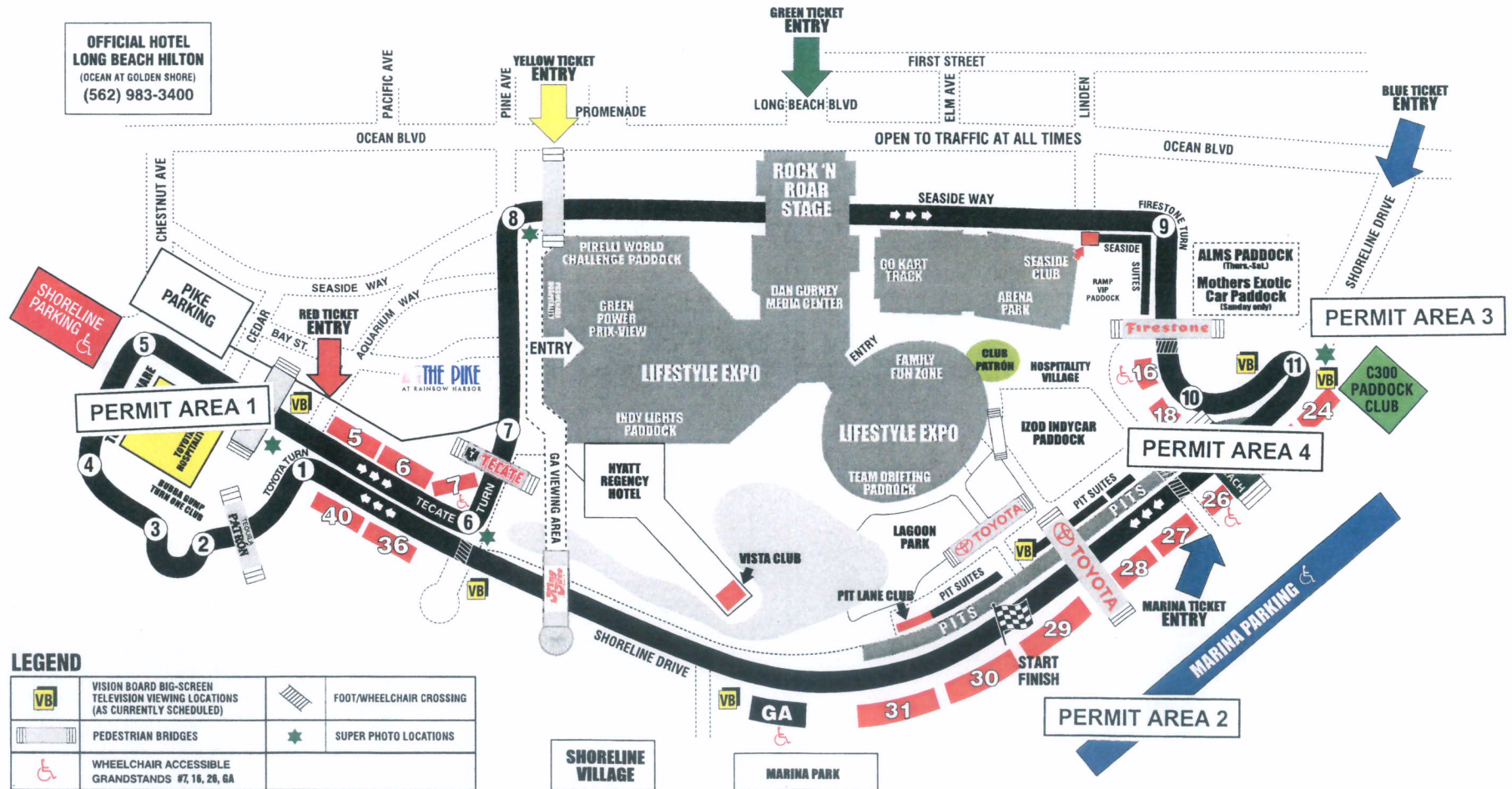
ROBERT E. SHANNON, City Attorney
By 
Deputy

EXHIBIT A - PARKING PERMIT ACCESS

2012 TOYOTA GRAND PRIX OF LONG BEACH

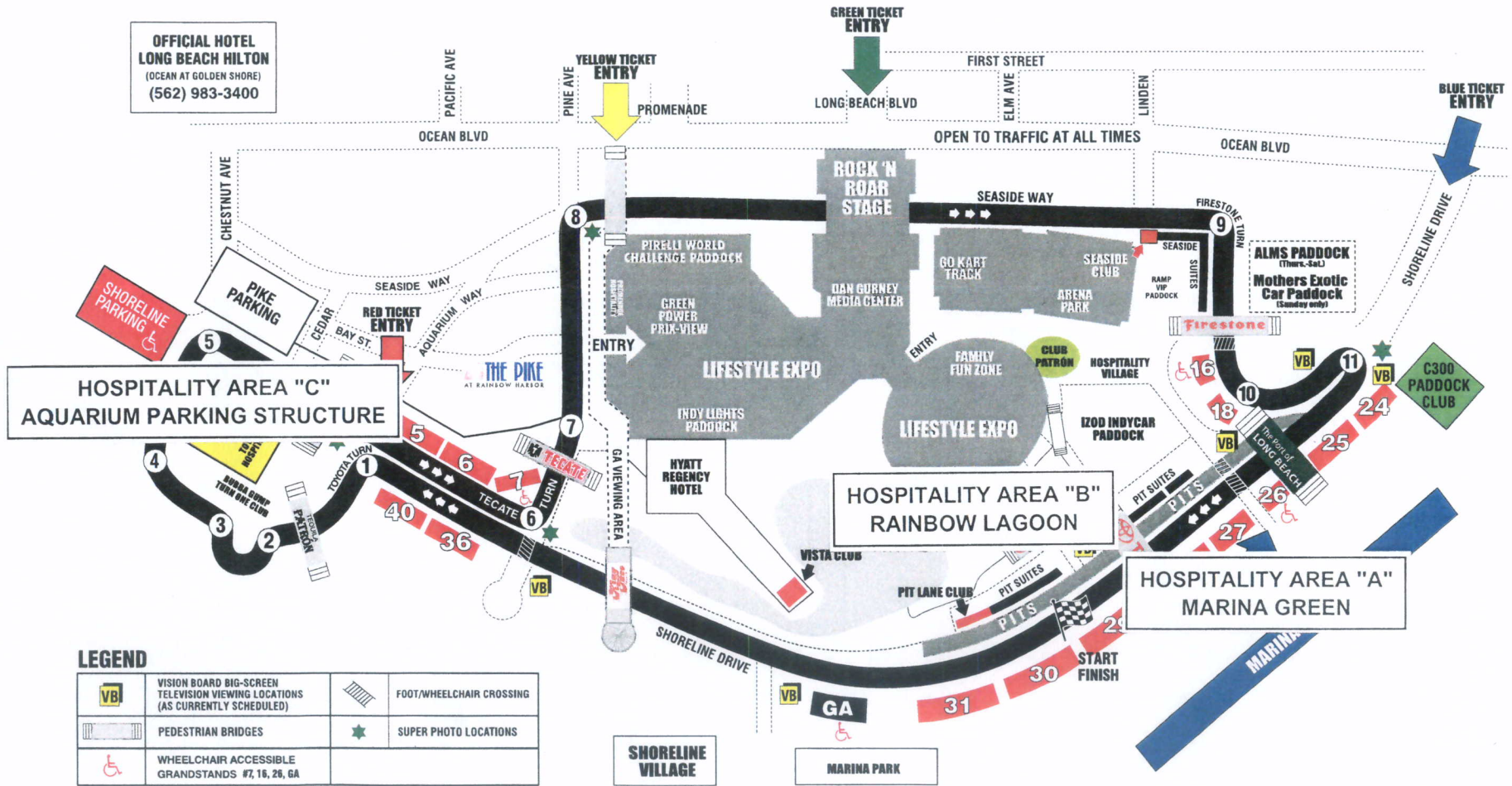


SAVOR...
Long Beach



EXHIBIT B - HOSPITALITY AREAS

2012 TOYOTA GRAND PRIX OF LONG BEACH



SAVOR...
Long Beach



TEQUILA
PATRÓN



KORBEL.
CALIFORNIA CHAMPAGNE



Los Angeles Times

LOS ANGELES NEWSPAPER GROUP
langnews.com

EXHIBIT C

2012 Grand Prix Revocable Permit

PARKING CHARGES

Beach Parking	\$ 4,500.00
Alamitos Lot Parking	\$ 2,628.00
Access Road Parking	\$ 5,994.00
Boat Owner Parking	<u>\$ 1,952.00</u>
TOTAL:	\$15,074.00 *

* Per Grand Prix Association of Long Beach, LLC Amended and Restated Agreement Friday-Sunday Expense Cap (Exhibit B).