

1 REVOCABLE PERMIT  
2 (LONG BEACH GRAND PRIX ASSOCIATION)

3 34484

4 Pursuant to a minute order of the City Council of the City of Long Beach made  
5 on December 13, 2016, and subject to the terms and conditions hereafter set forth, the  
6 CITY OF LONG BEACH ("City") grants permission to the GRAND PRIX ASSOCIATION  
7 OF LONG BEACH ("Association") to occupy and use those premises ("Permit Areas")  
8 shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof. Said Permit  
9 Areas shall at all times be used solely for the purposes specified below and upon the  
10 following terms and conditions.

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

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

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

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

22 2. **USE AND TERM.** Permit Area 1 as shown on Exhibit "A" shall be  
23 used for the purpose of a corporate hospitality area during the period commencing at 12:00  
24 p.m. on April 7, 2017, and ending at 11:59 p.m. on April 9, 2017. Permit Areas 1, 2, 3 and  
25 4 as shown on Exhibit "A" shall be used for the purpose of parking motor vehicles during  
26 the period commencing at 6:00 a.m. on April 7, 2017, and ending at 11:59 p.m. on April 9,  
27 2017, and for no other purpose whatsoever. Permit Area 4 on Exhibit "A" shall be used as  
28 the area for Victory Circle. Permit Areas A, B and C as shown on Exhibit "B" shall be used

1 for the purpose of constructing and maintaining hospitality tents or facilities at which food  
2 and beverages, including alcoholic beverages, are sold or dispensed during the period  
3 commencing at 6:00 a.m. on April 7, 2017, and ending 11:59 p.m. on April 9, 2017, and for  
4 no other purpose whatsoever. The total charges for the parking spaces in each area shall  
5 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) hours'  
10 written or verbal notice to Association if Association neglects or fails to perform or observe  
11 or cause to be performed or observed any of the terms and conditions set forth in this  
12 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 shall  
14 be liable in damages to Association because of any such termination. Upon termination  
15 for default, Association at its sole cost and expense shall cause the Permit Areas to be  
16 evacuated and restored to the condition in which they were given to Association.  
17 Association shall not be released of its obligation to pay rent by any such termination.

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

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

27 7. **ASSOCIATION OBLIGATIONS.** With respect to Association's  
28 operations within all the Permit Areas, Association shall, at its cost, perform at a minimum

the following:

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

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

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

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

E. On or before 12:00 a.m. on April 10, 2017 cause the Permit Areas to be restored to a clean and neat condition, free from all debris.

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

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

12/1, 2016

By

Name

Title

12/1, 2016

By

Name

Title

"Association"

CITY OF LONG BEACH, a municipal corporation

Dec. 27, 2016

By

City Manager

"City"

Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Revocable Permit is hereby approved as to form on  
December 20, 2016.

CHARLES PARKIN, City Attorney

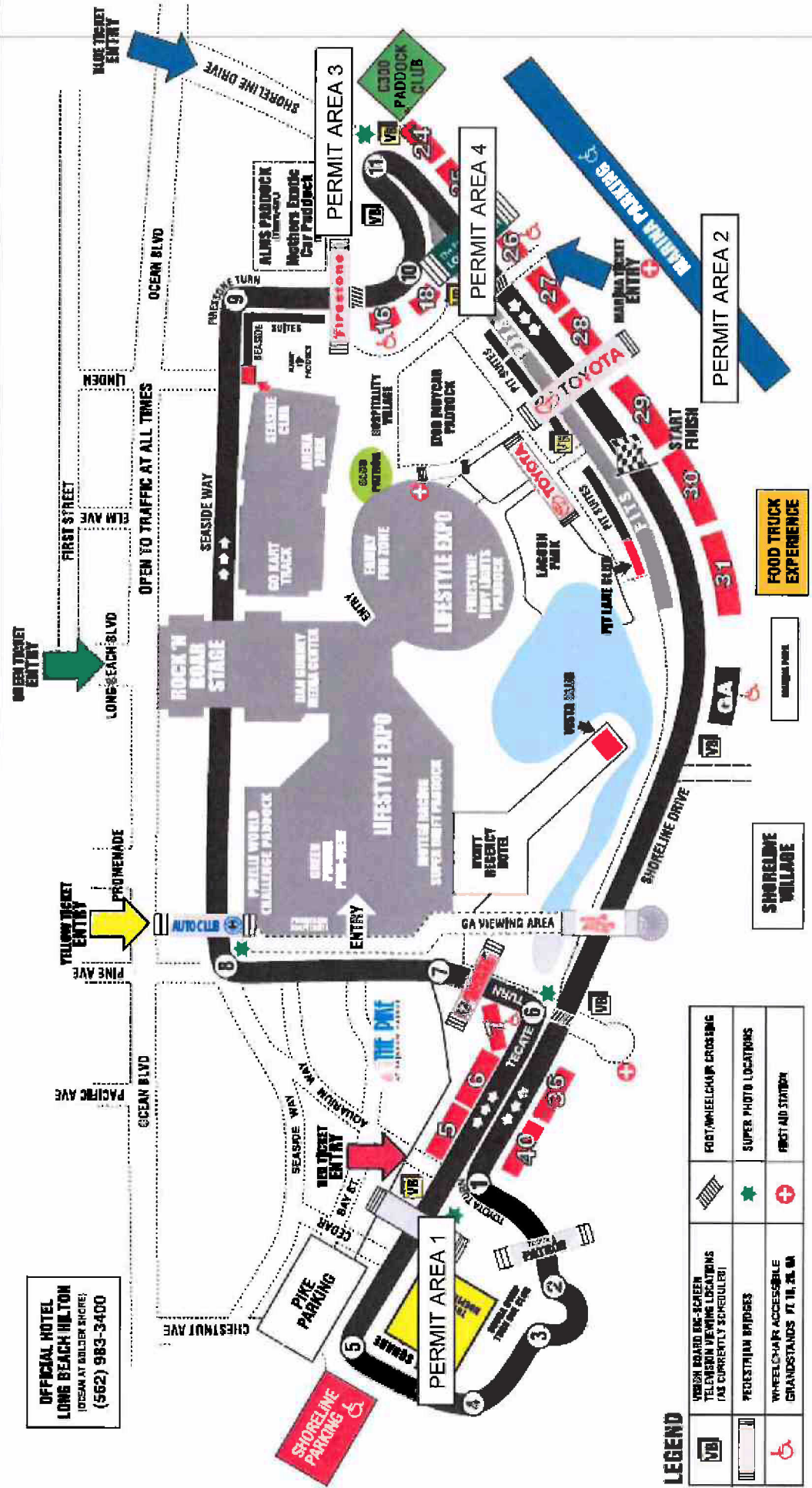
By

Deputy



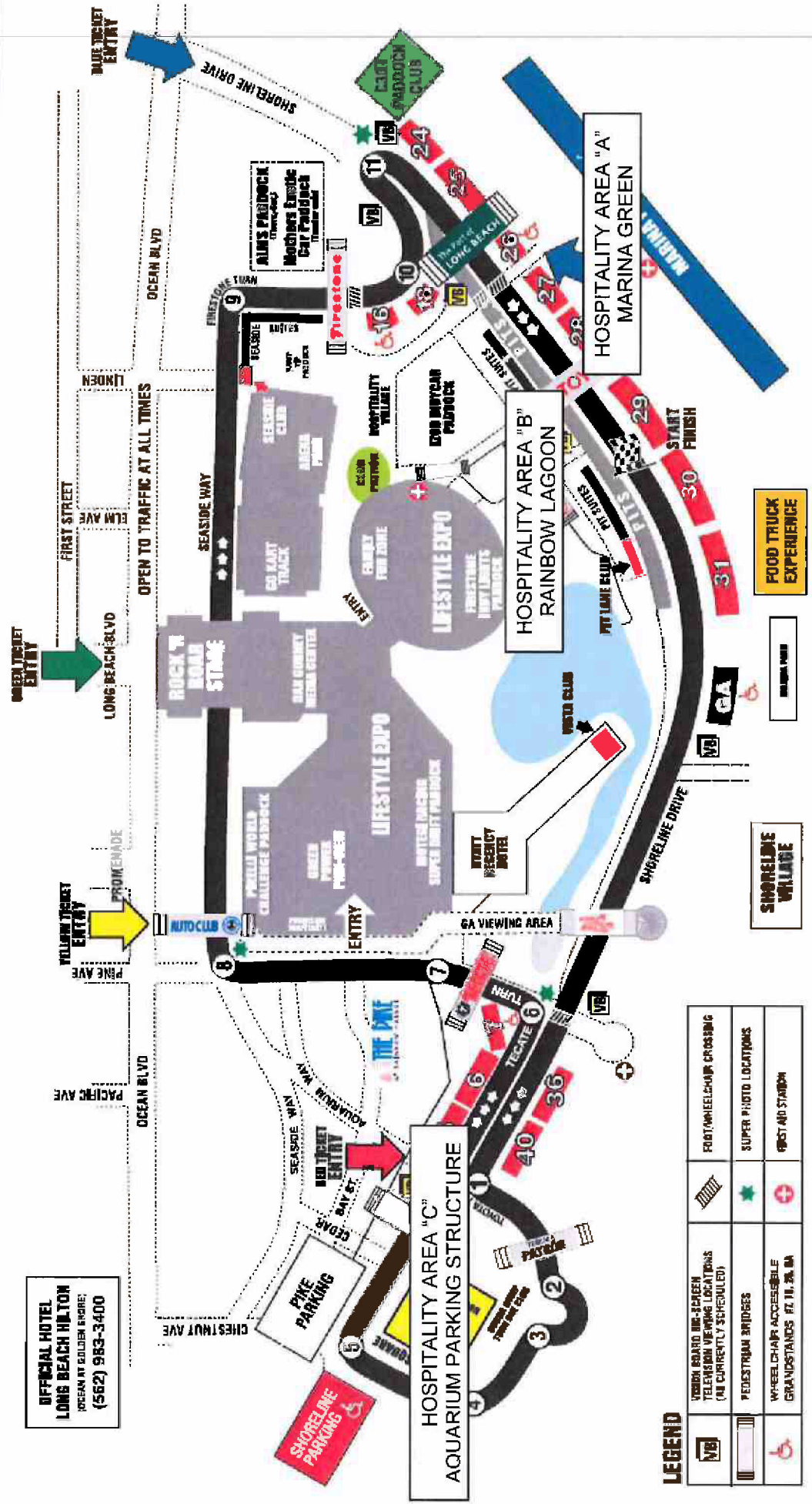
# EXHIBIT A - PARKING PERMIT ACCESS

## 2017 TOYOTA GRAND PRIX OF LONG BEACH CIRCUIT MAP



# EXHIBIT B - HOSPITALITY AREAS

## 2017 TOYOTA GRAND PRIX OF LONG BEACH CIRCUIT MAP



## EXHIBIT C

### 2017 Grand Prix Revocable Permit

#### PARKING CHARGES

Beach Parking (TF 401 / PR43002)	\$ 5,030.10
Boat Owner Parking (TF 401 / PR43002)	\$ 2,181.95
Alamitos Lot Parking (TF 401 / PWENPALAMTS)	\$ 2,937.58
Access Road Parking (TF 411 / PWENPMARINGR)	<u>\$ 6,700.09</u>
<b>TOTAL:</b>	<b>\$16,849.72 *</b>

\* Per Grand Prix Association of Long Beach, LLC Amended and Restated Agreement Friday-Sunday Expense Cap (Exhibit B). Includes 11.780% July 1, 2016 CPI adjustment.