

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
(310) 570-2200

1 5. MAINTENANCE BY CITY. The City shall not be liable for
2 any loss suffered by Permittee as a result of the malfunctioning
3 or defect of any equipment or facility or services provided by the
4 City. The City reserves the right to do any and all work of any
5 nature necessary for preservation, maintenance, and operation of the
6 permit areas, excluding Permittee's items described above.
7 Permittee shall be given reasonable notice when such work may become
8 necessary and shall adjust operations so that the City may proceed
9 expeditiously.

10 6. MAINTENANCE BY PERMITTEE. Permittee shall, at its
11 sole cost and expense, maintain, repair and replace its items in a
12 clean and sanitary condition acceptable to the City, and in good
13 operating condition and repair at all time. Permittee's items and
14 the permit areas surrounding these items shall be kept free of
15 rubbish, litter and debris by Permittee. Failure to maintain as
16 required herein shall be grounds for revocation of this Permit.

17 7. UTILITIES. The City shall pay the monthly charges for
18 water, gas, electricity and sewer for one washer and one dryer at
19 each location. Permittee shall pay all charges for all costs
20 related to installation of any connections to any utility.

21 8. PERMIT FEE. Permittee shall on or before the 10th day
22 of the calendar month next following the month during which the term
23 hereof begins and on or before the 10th day of each succeeding
24 calendar month thereafter during the term of this Permit, pay to the
25 City at 2760 Studebaker Road, Long Beach, California 90815, a
26 Permit fee, without set off, deduction or demand, equal to fifty
27 percent (50%) of gross receipts derived by Permittee from the
28 operations permitted hereunder for the immediately preceding

1 calendar month. "Gross receipts" shall mean the total of (a) all
2 revenues made in, on, through or from the permit areas relating to
3 Permittee's items, whether for cash or credit and whether payment
4 is actually made or not.

5 Permittee shall transmit with each monthly payment of
6 Permit fees a monthly concessionaire report showing daily and
7 monthly gross receipts from the operations permitted hereunder for
8 the month for which said Permit fee is being paid.

9 In the event Permittee fails to make the monthly
10 payment of Permit fees or monthly report when due, Permittee shall
11 pay to the City a late charge of \$25.00. If a due date falls on a
12 non-workday for the City, the late charge shall not apply until the
13 end of the next workday. If there are any unusual circumstances for
14 Permittee's failure to pay when due, the City, at its discretion,
15 may waive the late charge.

16 Permittee shall submit to the City on or before the
17 10th day of January of each year throughout the term of this Permit,
18 a statement of gross receipts in a format acceptable to the City.

19 9. BOOKKEEPING AND AUDITING. Permittee shall maintain
20 a method of accounting for all the receipts and disbursements in
21 connection with this Permit which correctly and accurately reflects
22 the gross receipts and disbursements received or made by Permittee
23 from the operations permitted hereunder. The method of accounting,
24 including bank accounts established for the operations permitted
25 hereunder, shall be separate from the accounting system used for any
26 other business operated by Permittee or for recording Permittee's
27 personal financial affairs.

28 Such method shall include but not be limited to

1 keeping the following documents: regular books of accounting such
2 as general ledgers, journals including any supporting and underlying
3 documents such as vouchers, checks, tickets, bank statements, State
4 and Federal income tax returns and sales tax returns, checks and
5 other documents proving payment of sums shown.

6 The City shall have the right to require any other
7 accounting records from Permittee that the City deems necessary for
8 the proper reporting of receipts. Said documents, books and
9 accounting records shall be open for inspection and reinspection by
10 any authorized representative of the City at any reasonable time
11 during the term of this Permit and for one (1) year thereafter.
12 Failure to keep any records required to be maintained above, or
13 failure to allow full inspection or reinspection of said records,
14 shall be grounds for immediate revocation of this Permit.

15 In addition to the right of inspection, the City shall
16 have the right from time to time to conduct an audit and reaudit of
17 the books and operations permitted hereunder and Permittee shall
18 cooperate fully. If the report of gross receipts made by Permittee
19 to the City is found to be less than the amount of gross receipts
20 disclosed by such audit and observation, Permittee shall within ten
21 (10) days after billing therefor by the City pay any amount due the
22 City as disclosed by said audit, any late charges that are due, and
23 the costs of such audit if the deficiency in payment exceeds five
24 percent (5%) of the Permit fees actually paid by Permittee. The
25 City shall refund any overpayment of Permit fees discovered by an
26 audit.

27 10. BOND FOR FAITHFUL PERFORMANCE. Prior to the execu-
28 tion of this Permit by the City, Permittee shall provide a faithful

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1 performance bond from a surety company, satisfactory to the City,
2 a check certified by a reasonable bank, or a certificate of deposit
3 payable to the City in the amount of Five Hundred Dollars (\$500.00).
4 If Permittee fails to perform any term of this Permit, the sum
5 guaranteed by the faithful performance bond, check or certificate
6 of deposit shall be used by the City to reimburse it for any cost
7 or loss occurred by reason of said failure. Said bond, check or
8 certificate of deposit shall be held by the City during the term of
9 this Permit. All faithful performance bonds and certificates of
10 deposit shall include a provision giving to the City thirty (30)
11 days' prior written notice of cancellation.

12 11. INDEMNITY. Permittee shall defend, protect,
13 indemnify, and hold harmless the City, its officials, employees and
14 agents from and against any and all claims, demands, loss, damage,
15 causes of action, liability, cost or expense (including reasonable
16 attorney's fees) arising from or connected with the alleged acts or
17 omissions of Permittee, its employees, agents, or invitees in
18 connection with the operations permitted hereunder or the condition
19 of the permit areas surrounding Permittee's items.

20 12. INSURANCE. Concurrent with the execution of this
21 Permit, Permittee shall procure and maintain, at Permittee's
22 expense, during the term of this Permit and any renewal hereof, from
23 an insurer admitted in California or having a minimum rating of or
24 equivalent to A:VIII in Best's Insurance Guide:

25 a. Comprehensive general liability insurance,
26 including fire legal liability and products, with a combined single
27 limit of at least One Million Dollars (\$1,000,000) for each
28 occurrence or Two Million Dollars (\$2,000,000) general aggregate.

1 The City, its officials, employees, and agents shall be covered as
2 additional insureds with respect to liability arising from
3 activities performed by or on behalf of Permittee, or the use of the
4 permit areas. Said insurance shall be primary insurance with
5 respect to City and shall contain a cross liability endorsement.

6 b. Workers' Compensation insurance as required by the
7 California Labor Code.

8 c. "All Risk" property insurance in an amount
9 sufficient to cover the full replacement value of Permittee's
10 personal property, improvements and items at the permit areas.

11 d. Upon the execution of this Permit, Permittee shall
12 deliver to City certificates of insurance with original endorsements
13 evidencing the coverage herein. The certificates and endorsements
14 shall be signed by a person authorized by the insurer to bind
15 coverage on its behalf. City reserves the right to require complete
16 certified copies of all policies at any time.

17 e. Said insurance shall contain an endorsement
18 requiring thirty (30) days' prior written notice from insurers to
19 City before cancellation or change of coverage.

20 f. Said insurance may provide for such deductibles
21 or self insured retention as may be acceptable to the City Manager
22 or designee. In the event such insurance does provide for
23 deductibles or self-insured retention, Permittee agrees that it
24 shall fully protect City, its officials, and employees in the same
25 manner as these interests would have been protected had the policy
26 or policies not contained a deductible or retention provisions.
27 With respect to damage to property, City and Permittee hereby waive
28 all rights of subrogation, one against the other, but only to the

1 extent that collectible commercial insurance is available for said
2 damage.

3 g. The procuring of said insurance shall not be
4 construed as a limitation on Permittee's liability or as full
5 performance on Permittee's part of the indemnification provisions
6 of this Permit and Permittee understands and agrees that,
7 notwithstanding any insurance, Permittee's obligation to defend,
8 protect, indemnify and hold harmless the City, its officials,
9 employees and agents hereunder is for the full amount of any claim,
10 damage, cause of action, loss, demand, liability, expense, or cost
11 caused by the condition of the permit areas or in any manner
12 connected with or attributed to the acts of omissions of Permittee,
13 its officers, employees, agents, or invitees, or the operations
14 conducted by Permittee or the Permittee's use, misuse, or neglect
15 of the permit areas surrounding Permittee's items.

16 h. Any modification or waiver of these insurance
17 requirements shall only be made with the written consent of the City
18 Risk Manager.

19 13. LICENSES, PERMITS AND TAXES. Permittee shall obtain
20 and pay for all licenses and permits required for its operations at
21 the permit areas, including but not limited to necessary Coastal
22 Commission approvals. In addition, Permittee shall pay all taxes
23 levied, including any possessory interest taxes.

24 14. TRANSFER OR ASSIGNMENT. This Permit only grants
25 Permittee the privilege to perform the operations permitted
26 hereunder on the permit areas, and Permittee by this Permit acquires
27 hereunder no right, title, or interest of any kind in the permit
28 areas. Permittee shall not sublet the permit areas or any part

1 thereof or allow the same to be used by any other person or for any
2 other purpose, nor assign this Permit or in any manner convey or
3 transfer any privilege herein granted nor delegate any duties
4 hereunder without the prior approval of the City. This Permit shall
5 not be transferred by attachment, execution, proceedings in
6 insolvency or bankruptcy, either voluntary or involuntary, or
7 receivership proceedings (collectively "transfer"). Any attempted
8 subletting, assignment, delegation, conveyance, or transfer shall
9 be null and void and have no force or effect and the City may
10 immediately revoke this Permit.

11 15. STANDARDS OF SERVICE. Permittee shall conduct
12 business in a manner acceptable to the City.

13 The City shall have the right to approve the level of
14 service rendered and to order such service improved, discontinued
15 or remedied. If the quality of service or product supplied or the
16 cleanliness of the operations are not at a level satisfactory to the
17 City or do not adequately meet the needs of the public, or if
18 Permittee violates any of the terms or conditions of this Permit,
19 then the City shall have the right to revoke this Permit by giving
20 prior notice of revocation to Permittee. However, Permittee may
21 request in writing within three (3) days after receipt of said
22 notice a hearing before the Director of City's Department of Parks,
23 Recreation and Marine if the City notifies Permittee that this
24 Permit will be revoked due to Permittee's failure to operate at a
25 satisfactory level.

26 16. CONTROL OF PERMIT AREAS. The City shall have and
27 retain absolute control of the permit areas. If necessary for the
28 health, welfare or safety of the public, or as a result of

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1 revocation of this Permit, the City shall have the right to enter
2 the permit areas and immediately take possession of them, and
3 remove, relocate or use the items described in Section 4 hereof at
4 Permittee's full cost and expense until arrangements can be made by
5 the City for other items to replace those of Permittee.

6 17. LAWS. Permittee shall comply with all applicable
7 municipal, state and federal laws, rules, regulations, and
8 ordinances and the directives or instructions of the City relating
9 to the operations permitted hereunder. Failure to do so may result
10 in the immediate revocation of this Permit. Permittee shall obtain
11 and display, as required, all other permits or licenses, including
12 but not limited to those from the City's Department of Health and
13 Human Services and business licenses.

14 18. CONDUCT. Permittee shall at all times conduct the
15 operations permitted hereunder in an orderly manner to the
16 satisfaction of the City, and in a manner that will not create a
17 nuisance.

18 19. BURGLARY. The City shall not be liable for any
19 damage or loss to any of Permittee's items or Permittee's receipts,
20 including but not limited to damage or loss resulting from burglary,
21 theft, vandalism, fire, or natural disaster.

22 20. PRICES. All prices charged for the operations
23 permitted hereunder by Permittee shall be subject to the prior
24 approval of the City. The standards used to approve or disapprove
25 prices shall be the prevailing market price for the same service or
26 grade of operations permitted hereunder.

27 The City may require Permittee to provide written
28 justification of price increases, including but not limited to a

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1 listing of similar operations charging comparable prices or
2 notification from suppliers or operators regarding price increases.
3 Before January 1 each year Permittee shall submit in writing to the
4 City a list of all prices and the prices of any other items,
5 services and operations to be sold. The City shall notify Permittee
6 of the approval or disapproval of the items, services, and
7 operations listed and Permittee shall not alter the list of approved
8 prices without the prior approval of the City. The City reserves
9 the right to revoke its approval of any listed price when it appears
10 that the price is above the prevailing market price for the same
11 grade or quality of operations permitted hereunder or merchandise.

12 21. INSPECTION. The City, through its employees or
13 independent contractors, shall have the right to inspect and observe
14 Permittee's operations. During these inspections, the City shall
15 have the right to use photographic devices and other instruments for
16 recording conditions and activities at the permit areas.

17 22. CLEANLINESS. Permittee shall keep the area
18 surrounding the operations permitted hereunder in a neat, clean,
19 safe, sanitary condition satisfactory to the City. Permittee shall
20 not allow any offensive or refuse matter, any substance constituting
21 a fire hazard, any material detrimental to the public health, or any
22 hazardous material on the permit areas.

23 23. ALTERATIONS TO THE PERMIT AREAS. Permittee shall not
24 make any alterations, changes, additions, or other improvements of
25 any character to the permit areas without the prior approval of the
26 City. Any approved alterations, changes, additions or other
27 improvements shall be at the sole cost and expense of Permittee.
28 Any alterations, changes, additions, or other improvements may, at

1 the option of the City, become the property of the City. The
2 facilities connected with the operations permitted hereunder shall
3 be compatible with planned or existing improvements and facilities
4 in, on, or near the permit areas.

5 Permittee shall confine the operations permitted
6 hereunder to that area set aside for its operations.

7 24. NONDISCRIMINATION. Subject to applicable laws and
8 regulations, Permittee and Permittee's employees shall not
9 discriminate on the basis of race, religion, color, ancestry, sex,
10 sexual orientation, AIDS, AIDS related condition, age, national
11 origin, handicap, disability or Vietnam Era veteran status.
12 Permittee or Permittee's employees shall not publicize the
13 operations permitted hereunder in any manner that would reflect upon
14 or question the acceptability of the patronage of any person on any
15 bases stated above.

16 In the performance of this Permit, Permittee shall not
17 discriminate against any employee or applicant for employment on any
18 basis stated above and Permittee shall take affirmative action to
19 ensure that applicants are employed and that employees are treated
20 without regard to said basis. Such action shall include but not be
21 limited to the following: employment, upgrading, demotion, or
22 transfer; recruitment or recruitment advertising; layoff or
23 termination; rates of pay or other forms of compensation; and
24 selection for training, including apprenticeship.

25 25. HEALTH AND SAFETY. Permittee shall correct safety
26 deficiencies and violations of safety practices immediately and
27 shall cooperate fully with the City in the investigation of
28 accidents occurring on the permit areas or in connection with the

1 operations permitted hereunder. If Permittee fails to correct
2 dangerous conditions which have led or, in the opinion of the City
3 could lead to injury, the City may immediately revoke this Permit
4 notwithstanding anything to the contrary herein.

5 26. USE OF AREA. Permittee, in the conduct of the
6 operations permitted hereunder, shall not in any manner whatsoever
7 interfere with regular use of any facilities, park areas or the
8 permit areas for their intended purpose, i.e., the enjoyment by the
9 public.

10 27. APPROVAL. Any approval, consent or permission to be
11 obtained by Permittee from the City shall be in writing and
12 Permittee's failure to obtain same shall not relieve Permittee of
13 Permittee's obligations to faithfully perform the provisions of this
14 Permit. Permittee shall immediately comply with any written request
15 or order submitted to Permittee by the City.

16 28. OTHER PERMITS. Permittee may use the permit areas
17 solely for the purposes stated in this Permit. The City shall have
18 the right to grant permits for different purposes or similar
19 purposes in different locations and Permittee shall cooperate fully
20 with any other permittee in the vicinity.

21 29. REVOCATION. If Permittee fails, neglects or refuses
22 to improve or change the operations permitted hereunder or to
23 conform to the rules, regulations, directions or instructions from
24 the City or fails, neglects or refuses to pay the monthly Permit
25 fees or any part thereof after the same shall become due, or fails
26 to perform any other provision herein, and said failure, neglect,
27 or refusal continues for a period of thirty (30) days after notice
28 thereof to Permittee, then the City may immediately revoke this

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1 Permit. Revocation of this Permit shall not impair any other right
2 or remedy of the City hereunder.

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

7 30. NO WAIVER. The acceptance of all or part of any
8 Permit fees by the City after the failure, neglect, or refusal of
9 Permittee shall not be deemed a waiver of any provision of this
10 Permit or any right to indemnity or to any right to revoke this
11 Permit. Any waiver by the City of the failure, neglect, or refusal
12 of Permittee shall be in writing and shall not constitute a waiver
13 of any other or subsequent failure, neglect, or refusal.

14 31. RESTORATION OF PERMIT AREAS. Upon the expiration or
15 sooner revocation of this Permit, Permittee shall remove the items
16 described in Section 4 hereof from the permit areas within thirty
17 (30) days from notice from the City to make such removal and to
18 restore the permit areas to the condition existing at the time
19 Permittee's use commenced, to the satisfaction of the City. If said
20 items are not removed within that period, they shall become the
21 property of the City or, at the option of the City, they may be
22 removed and the restoration performed and Permittee charged for the
23 labor and materials required to perform the work plus any overhead
24 costs.

25 32. NOTICES. All notices shall be in writing and
26 personally delivered or deposited in the U.S. Postal Service, first
27 class, postage prepaid, to Permittee at the address shown above, and
28 to the City at 2760 Studebaker Road, Long Beach, California 90815-

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1 1697 Attn: Director. Notice of change of address shall be given
2 in the same manner as stated for other notices. Notice shall be
3 deemed given on the date deposited in the mail or on the date
4 personal service is obtained, whichever first occurs.

5 33. AMERICANS WITH DISABILITIES ACT. Permittee shall
6 have and be allocated the sole responsibility to comply with the
7 Americans with Disabilities Act ("ADA") with respect to the
8 operation of the clothing washers and dryers and shall defend,
9 indemnify and hold City harmless from and against all claims of
10 failure to comply with or violation of the ADA.

11 DATED this 27 day of ~~October~~^{December}, 1994.

12 CITY OF LONG BEACH, a municipal
13 corporation

14 By [Signature]
15 ASSISTANT City Manager
16 EXECUTED PURSUANT
17 "CITY" TO SECTION 301 OF
18 THE CITY CHARTER.

19 Permittee agrees to and shall perform the terms,
20 covenants, and conditions imposed upon Permittee under this Permit.

21 DATED this 27 day of October, 1994.

22 DADSON WASHER SERVICE, INC.,
23 a California corporation

24 By [Signature]
25 Title [Signature]
26 By [Signature]
27 Title Vice-President

28 "PERMITTEE"

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This Permit is hereby approved as to form this 20th day
of Dec, 1994.

JOHN R. CALHOUN, City Attorney

By [Signature]
Deputy

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
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DFG:dmp:rmb
9/28/94;Rev.10-24-94
DADSON.PER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

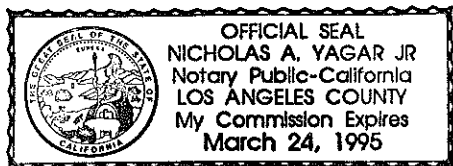
State of California

County of Los Angeles

On 10-27-94 before me, Nicholas A. Yagar Jr,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared RAY Goldberg & Rodney Goldberg,
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Handwritten Signature]

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATE OFFICER
president / vice president
TITLE(S)

PARTNER(S) LIMITED
 GENERAL

ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

LB. margin.
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

CLOTHING WASHER AND DRYER MACHINE LOCATIONS

Downtown Marina - Boatowners Restroom
350 E. Shoreline Drive

Downtown Marina - Boatowners Restroom
400 E. Shoreline Drive

Other locations within selected areas and approved in writing by
the Director of Parks, Recreation and Marine.