

**CITY OF LONG BEACH  
EVIDENCE OF RENEWAL  
PUBLIC WALKWAYS OCCUPANCY  
PERMIT  
29664**

**Permittee:** Café Sevilla of Long Beach, Inc.

**Business Name  
Address:** Café Sevilla of Long Beach, Inc.  
140 Pine Avenue  
Long Beach, CA 90802

**Responsible  
Individual:** Eric Van Den Haute

The attached Public Walkways Occupancy Permit is renewed for an additional one-year term. All other terms of the permit remain unchanged, and failure by the Permittee to comply with those requirements, including but not limited to maintaining the required insurance, shall be grounds for immediate revocation of the permit. This renewal will expire **June 12, 2015**.

This permit renewal is non-transferable. A new application must be submitted for any change in ownership, change in business name, or business form, or any change in the use of the public walkway.

By: \_\_\_\_\_

**Ara Maloyan  
Director of Public Works**

Date: \_\_\_\_\_

2/19/2015



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PW

DATE (MM/DD/YYYY)

10/10/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alcott Insurance Agency, Inc. 3945 Idaho Street San Diego, CA 92104-2902 Mark H. Mays		619-293-3800 619-293-3896	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> CAFES-1	<b>FAX (A/C, No):</b>
<b>INSURED</b> Cafe Sevilla, Inc. Cafe Sevilla of Riverside, Inc Cafe Sevilla of Long Beach Inc 8560 Production Avenue, S# A&B San Diego, CA 92121		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A :</b> Columbia Casualty		
		<b>INSURER B :</b> James River Insurance Company		
		<b>INSURER C :</b> California Rest. Benefit Corp		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		4031729806C	10/10/14	10/10/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>Emp Ben.</b> \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4031729806C	10/10/14	10/10/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			00048475-4	10/10/14	10/10/15	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CR0112-4517	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>LIQUOR LIABILITY</b>			4031729806C	10/10/14	10/10/15	OCCURRENCE 1,000,000 AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: 140 Pine Street, Long Beach, CA. Certificate Holders The City of Long Beach, its boards and commissions, and their officials, employees, and agents are included as Additional Insureds with respects to all loss, Liability, claims, demands causes of action, damages, settlement, expenses and costs (including but not limited to attorney's fees and defenses and

APPROVED AS TO FORM  
 11/12, 2014  
 CHARLES PARKIN, City Attorney

<b>CERTIFICATE HOLDER</b>  City of Long Beach Office of City Engineer Attn: Sherbert Jones 333 West Ocean Blvd, 10th Fl Long Beach, CA 90802	<b>CANCELLED BY</b> LINDA T VU <b>DEPUTY CITY ATTORNEY</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**NOTEPAD:**

HOLDER CODE  
INSURED'S NAME **Cafe Sevilla, Inc.**

CAFE  
OP ID: **FW**

PAGE 2  
DATE **10/10/14**

investigation expenses) arising out of, or in any manner incident to, operations performed by or on behalf of the Named Insured related to the permit issued by the city. Coverage is Primary and Non-contributory see endorsement attached. 30 day notice of cancellation, except 10 day notice for non-payment of premium.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### **a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### **b. Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability.**

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### **5. Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

The City of Long Beach, its boards and commissions, and their officials employees, and agents are included as additional insured with respect to all loss, liability, claims, demands causes of action, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising out of, or in any manner incident to operations performed by or on behalf of the Named Insured related to the permit issued by the City.

As respects to sidewalk seating at location:

140 Pine Street  
Long Beach, CA 90802

APPROVED AS TO SUFFICIENCY  
*Michael Alco*  
CITY OF LONG BEACH  
DATE: 11/11/14

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
  - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

APPROVED AS TO FORM  
11/12/2014  
CHARLES PARKIN City Attorney  
By *Linda T. Vu*  
LINDA T. VU  
DEPUTY CITY ATTORNEY



Attn: Kate

APPROVED AS TO FORM  
11/12/14, 2014  
CHARLES PARKIN, City Attorney

# CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS ATTN: RIGHT-OF-WAY COORDINATOR

333 West Ocean Boulevard, 10<sup>th</sup> Floor • Long Beach, California 90802 • (562) 570-8975 FAX: (562) 570-8176

## General Liability Endorsement - Public Walkways Occupancy Permits

Minimum Limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate

LINDA T. VU  
DEPUTY CITY ATTORNEY  
Michael [Signature]

### A. GENERAL LIABILITY POLICY INFORMATION

- Insurance Company: Columbia Casualty
- Policy No.: 4031729806C Policy Term (from) 10/10/14 (to) 10/10/15
- Endorsement effective date: 10/10/14 Endorsement expiration date: 10/10/15
- Name of Insured: Cabo Sevilla
- Address of Named Insured: 140 Pine ave Long Beach CA, 90802
- Address of Permitted Operations: 140 Pine ave Long Beach, CA 90802
- Deductible or Self-insured Retention (nil unless otherwise specified): \$ 25,000
- Policy Limits: Occurrence \$ \$2,000,000 General Aggregate: \$2,000,000
- Policy Form equivalent to: CG 00 01  CG 00 02 \_\_\_\_\_ GL 00 02 \_\_\_\_\_

### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, its boards and commissions, and their officials, employees, and agents are included as additional insured with respect to all loss, liability, claims, demands causes of action, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising out of, or in any manner incident to, operations performed by or on behalf of the Named Insured related to the permit issued by the City.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The coverage afforded by this policy to the City, its boards and commissions, and their officials, employees and agents shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- CANCELLATION NOTICE:** This insurance shall not be cancelled, nonrenewed, or reduced in coverage or limits except after thirty (30) days prior written notice has been given to the City (ten (10) days prior written notice if the policy is cancelled for nonpayment of premium). Such notice shall be addressed to the City of Long Beach at the address above.

### C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incident and claims are reported to the insurer at:

ATTENTION: MARK MAYS AGENT ALCOTT INS AGENCY  
(Name) (Title) (Company)  
 ADDRESS: 3945 IDAHO ST, SAN DIEGO, CA 92104  
 TELEPHONE: (619) 293-3800 FAX: (619) 293-3896

### D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) MARK MAYS, warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) \_\_\_\_\_ DATE 11/4/14

TITLE: AGENT ORGANIZATION: ALCOTT INS AGENCY

ADDRESS 3945 IDAHO STREET, SAN DIEGO, CA 92104

TELEPHONE: (619) 293-3800 FAX NO. 619 293-3896