# Kobert E. Shannon City Attorney of Long Beach 333 West Ocean Boulevard ong Beach, California 90802-4664 Telephone (562) 570-2200

#### REVOCABLE PERMIT

#### (LONG BEACH GRAND PRIX ASSOCIATION)

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Pursuant to a minute order of the City Council of the City of Long Beach made on March 13, 2007, 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 Revocable Permit is made with reference to the following facts and objectives:
- A. ASSOCIATION'S Predecessor in interest and CITY entered into that certain Extension Agreement (City Contract No. 16278) whereby the April 15, 1975, Agreement between the parties was extended so that the term of the Agreement would end on June 30, 2010.
- B. The Extension 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 Extension Agreement.
- C. The purpose of this Revocable 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, 2007, and ending at 11:59 a.m. on April 15, 2007. 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, 2007, and ending at 11:59 a.m. on April 15, 2007, 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 shown on Exhibit "B"

shall be used for the purpose of constructing and maintaining hospitality tents or facilities at which food and beverages, including alcoholic beverages, are sold or dispensed during the period commencing at 6:00 a.m. on April 13, 2007, and ending 11:59 p.m. on April 15, 2007, and for no other purpose whatsoever. The total number of spaces in each area shall be as set forth on Exhibit "C".

- 3. **RENTAL**. ASSOCIATION shall pay to CITY the sum of money for the use of the Permit Areas, as specified in said Extension Agreement. Said rental may be included in City's estimate of extraordinary expenses as provided in the extension agreement.
- 4. **TERMINATION**. The permit is terminable by CITY upon four (4) hours' written or verbal notice to ASSOCIATION if ASSOCIATION neglects or fails to perform or observe or cause to be performed or observed any of the terms and conditions set forth in this Permit. The right to revoke this Permit shall be and shall remain unconditional and unrestricted and neither the CITY nor any board, commission, officer, or employee thereof shall be liable in damages to ASSOCIATION because of any such termination. Upon termination for default, ASSOCIATION at its sole cost and expense shall cause the permit areas to be evacuated and restored to the condition in which they were given to ASSOCIATION. ASSOCIATION shall not be released of its obligation to pay rent by any such termination.
- 5. **CONDITION**. ASSOCIATION shall at all times keep and maintain the Permit Areas in a safe, clean, wholesome, sanitary and sightly condition and comply with all applicable federal, state and municipal laws, ordinances, rules and regulations, including without limitation the provisions of the California Health and Safety Code pertaining to temporary trailer parks.
- 6. **BUSINESS LICENSE**. The provisions of Chapter 5.02 of the Long Beach Municipal Code relating to the requirement to procure a business license to operate a temporary trailer park and parking lots within the limits of the City of Long Beach are hereby waived.

7. **ASSOCIATION OBLIGATIONS**. With respect to ASSOCIATION'S 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 conditioners 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 two (2) portable toilets for each sex. 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 therefor. 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 15, 2007 cause the Permit Areas to be restored to a clean and neat condition, free from all debris.
- 8. **INDEMNIFICATION AND INSURANCE**. ASSOCIATION shall indemnify the CITY and, in partial performance of said indemnification, shall procure and

maintain insurance, all as required under Sections 9 and 10 of the Extension Agreement, said sections are incorporated and made a part hereof as though set forth in full herein.

- 9. **INSPECTION BY THE 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.
- 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.

	BEACH / ACalifornia Corporation
<u>Z/z 8</u> , 2007	fellush
	President
	Secretary
	·
	"ASSOCIATION"
•	CITY OF LONG BEACH, a municipal corporation
April 5, 2007	City Manager
	"CITY"

The foregoing Revocable Permit is hereby approved as to form this <u>/4</u> day of <u>March</u>, 2007.

ROBERT E. SHANNON, City Attorney

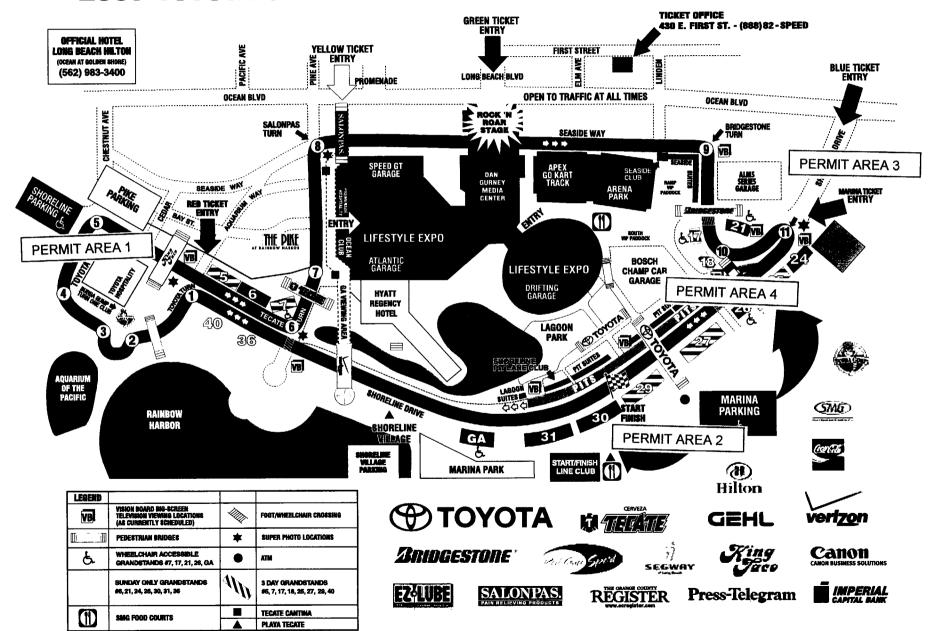
By Karle Tarkin Principal Deputy

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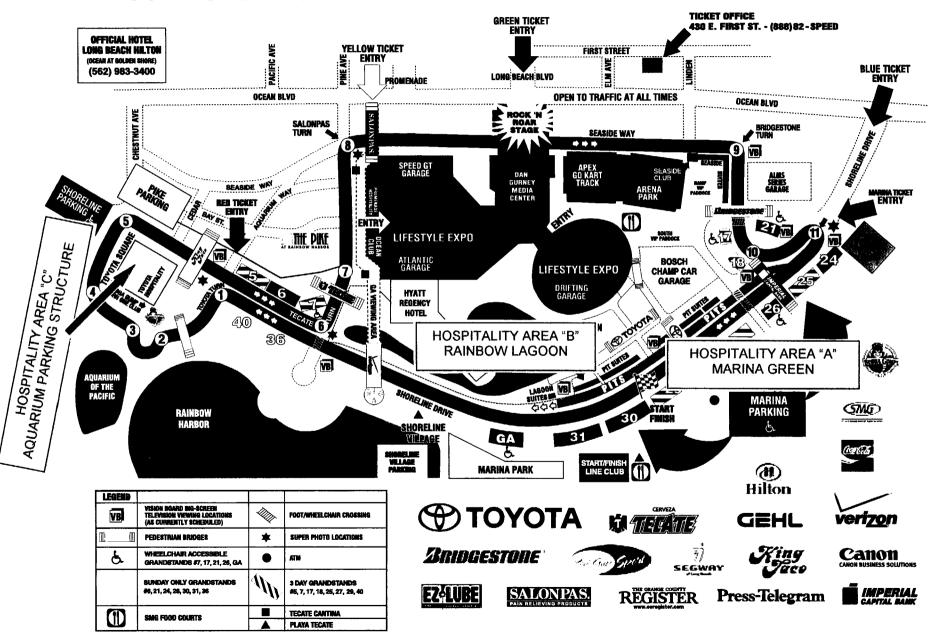
## **EXHIBIT A – PARKING PERMIT ACCESS**

# 2007 TOYOTA GRAND PRIX OF LONG BEACH CIRCUIT MAP



## **EXHIBIT B – HOSPITALITY AREAS**

# 2007 TOYOTA GRAND PRIX OF LONG BEACH CIRCUIT MAP



### **EXHIBIT C**

### 2007 Grand Prix Revocable Permit

## **PARKING CHARGES**

Marina Parking 347 Spaces @ \$6 \$6,246.00 Per space per day

Alamitos Beach Lot 153 spaces @ \$6 \$2,754.00

Per space per day

**TOTAL:** \$9,000.00