



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

1           4.     Revocation, Suspension. This License may be revoked or suspended  
2 by the City's City Manager at any time that it is determined that Licensee or any vendor  
3 selling pursuant to this License has violated any conditions of this License or any  
4 applicable law, rule or regulation, or that the City has evidence of unfair or bad faith dealing  
5 with the public or with the City by Licensee or by any vendor, or evidence of any action  
6 adversely affecting the health, welfare or safety of the public.

7           5.     Compliance. Licensee shall comply with all City, state and federal  
8 laws, regulations, rules, and with instructions from the City's City Manager or designee  
9 relating to the use of the Marina Parking Area. Notwithstanding anything to the contrary  
10 in this License, Licensee's failure to comply may result in immediate revocation or  
11 suspension of this License.

12           6.     Permits, Licenses and Taxes. Licensee shall obtain, pay for and carry  
13 or display, as required, all permits or licenses required by laws, rules and regulation for the  
14 use of the Marina Parking Area, including but not limited to any business licenses, and  
15 shall cause all vendors to obtain them, too. Licensee and vendors shall produce the  
16 permits or licenses for inspection on request by any police officer or other authorized  
17 representative of the City. In addition, Licensee shall pay all taxes which may be levied as  
18 a result of this License, including possessory interest taxes.

19           7.     Nuisance. Licensee and vendors shall not use the Marina Parking  
20 Area and shall not sell any item at, on or from the Marina Parking Area that creates a  
21 nuisance or unreasonable annoyance to the public. Licensee shall keep the Marina  
22 Parking Area in a safe, clean, sanitary condition and free from trash, garbage, rubbish and  
23 litter. Licensee shall not permit any substance constituting a fire hazard or detrimental to  
24 the public health on the Marina Parking Area and shall not keep, store, use, bring onto,  
25 release, produce, discharge, or sell any substance on the Marina Parking Area which are  
26 hazardous or explosive.

27           8.     Restrooms. Licensee shall supply portable restroom facilities and pay  
28 all costs associated with those facilities, if those facilities are required by the Director in

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1 writing.

2           9.     Inspection. City shall have the right to inspect Licensee's use of the  
3 Marina Parking Area at any time for the purpose of determining whether the arts and crafts  
4 market is being conducted in compliance with the requirements of this License. Licensee  
5 shall not hinder, impede, interfere with or obstruct these inspections.

6           10.    Improvements. Licensee and vendors shall not erect or maintain any  
7 structure or improvements on or at the Marina Parking Area without the prior written  
8 consent of the City but this restriction does not apply to the temporary structures from  
9 which vendors sell their goods so long as the temporary structures are removed at the end  
10 of each day of use. Any structures or improvements erected by the Licensee or any  
11 vendor which have received the consent of the City shall become the property of the City  
12 on revocation or termination of this License. During the term of this License, Licensee and  
13 vendors shall maintain the structures and improvements erected with the consent of the  
14 City and shall immediately remove structures and improvements erected without the  
15 consent of the City.

16           11.    Non-Discrimination. Licensee and vendors shall not discriminate  
17 against any employee, applicant for employment, invitee or business visitor in Licensee's  
18 or vendor's use of the Marina Parking Area or sale of items on the basis of age, sex, sexual  
19 orientation, AIDS, HIV status, marital status, race, color, religion, national origin, disability  
20 or handicap.

21           12.    Insurance. Licensee shall obtain and maintain at Licensee's expense  
22 for the duration of this License from an insurance company that is admitted to write  
23 insurance in California or that has a rating of equivalent to A:VIII in Best's Insurance Guide:

24           a.     Commercial general liability insurance equivalent in scope to  
25           ISO form CG 00 01 11 85 or CG 00 01 11 93 in an amount not less than  
26           \$1,000,000 for each occurrence and \$2,000,000 general aggregate. The  
27           coverage shall include but not be limited to broad form contractual liability,  
28           XCU perils, products and completed operations liability, independent

1 contractors liability, and cross liability protection. City, its Boards, and their  
2 officials, employees and agents shall be named as additional insureds by  
3 endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG  
4 20 10 10 01 and CG 20 37 10 01. There shall not be any limitations on the  
5 coverage afforded to the City, its Boards, and their officials, employees and  
6 agents. requiring thirty (30) days written notice to the City prior to  
7 cancellation.

8 b. Workers' Compensation insurance as required by the California  
9 Labor Code and employer's liability insurance in an amount not less than  
10 \$1,000,000 per accident or occupational illness.

11 c. Automobile liability insurance equivalent in scope to IOS form  
12 CA 00 01 06 92 covering symbol 1, "Any Auto", in an amount not less than  
13 \$500,000 combined single limit. City, its Boards, and their officials,  
14 employees and agents shall be named as additional insureds by  
15 endorsement. There shall not be any limitations on the coverage afforded  
16 to the City, its Boards, and their officials, employees and agents.

17 Licensee shall deliver to City certificates of insurance and original  
18 endorsements for approval as to sufficiency and form. The existence of insurance shall  
19 not be deemed to limit Licensee's liability under this License. City reserves the right to  
20 require complete certified copies of all policies at any time. Any modification or waiver of  
21 these insurance requirements shall only be made with the written approval of the City's  
22 Risk Manager or designee. Licensee shall notify City in writing within five (5) days after  
23 knowledge that any insurance has been voided by the insurer or cancelled by Licensee.  
24 Insurance shall be primary and not contributing to any insurance or self-insurance of the  
25 City. Any program of self-insurance, self-insured retention or deductibles by Licensee must  
26 be approved separately in writing by City's Risk Manager or designee and shall protect  
27 City, its Boards, and their officials, employees and agents in the same manner and to the  
28 same extent as they would have been protected if the policies had not contained self-

1 insurance, self-insured retention or deductibles.

2           13.    Indemnification. Licensee shall defend, indemnify and hold harmless  
3 the City, its officials, employees and agents from and against all liability, claims, demands,  
4 damages, losses, causes of action, penalties, fines, proceedings, costs and expenses  
5 (including reasonable attorneys' fees) of any kind arising from the alleged acts or  
6 omissions of Licensee, its officers, employees, agents, volunteers, invitees or business  
7 visitors which alleged acts or omissions are connected in any way with the use of the  
8 Marina Parking Area or the sale of items at, on or from the Marina Parking Area.

9           14.    Parking. Licensee shall direct customers of the arts and crafts market  
10 and invitees of Licensee that they may not park in areas with red curbs.

11           15.    Non-Responsibility. City shall not be responsible for and Licensee  
12 hereby waives all claims against the City for loss or damage by theft, fire, flood, burglary,  
13 vandalism or any other cause of any of Licensee's or vendor's produce, supplies,  
14 equipment and other property in, on or about the Marina Parking Area, except to the extent  
15 caused by City's gross negligence or misconduct.

16           16.    No Title. Licensee acknowledges that, by this License, Licensee and  
17 vendors do not acquire any right, title or interest of any kind in the Marina Parking Area.  
18 City shall have and retain absolute and full control of the Marina Parking Area.

19           17.    Special Events. City may issue Special Event permits for the Marina  
20 Parking Area, but shall not issue permits on the day designated in Section 2 above.  
21 Licensee shall allow preparation for and set up of the special events on the Marina Parking  
22 Area provided that City notifies Licensee at least ninety (90) days prior to the date on which  
23 a special event will occur.

24           18.    Maintenance. Licensee and vendors shall at their own cost provide  
25 all supplies, materials and equipment necessary to the use of the Marina Parking Area for  
26 an arts and crafts market and shall maintain them in a clean and safe condition. Vendors  
27 at the arts and crafts market shall use absorbent substances to prevent or reduce oil  
28 dropping from vehicles. Licensee shall also maintain and clean the Marina Parking Area

1 after each use to the condition of the Marina Parking Area immediately preceding  
2 Licensee's use. With the exception of ordinary wear and tear, Licensee shall be liable for  
3 any and all loss, injury or damage to the Marina Parking Area resulting from the use of the  
4 Marina Parking Area and the sale of items by Licensee, all vendors and their employees,  
5 agents, invitees, business visitors.

6           19. Assignment. Licensee shall not assign this License without the prior  
7 written consent of the City's City Manager; Licensee shall not in any manner transfer or  
8 convey or grant any rights or privileges granted to it by this License without that written  
9 consent. Licensee shall not permit the use of the Marina Parking Area or any part of it or  
10 allow it to be occupied by any other person or entity or for any use that is not stated in  
11 Section 1 above.

12           20. Notice. Any notice given with respect to this License shall be in writing  
13 and personally delivered or deposited in the U.S. Postal Service, certified, return receipt,  
14 to the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City  
15 Manager and to Licensee at 800 S. Pacific Coast Highway, #352, Redondo Beach, CA  
16 90277 and to BANCAP Marina Center, Inc., 192 Marina Drive, Long Beach,  
17 California 90803.

18           Change of address shall be given in the manner stated for notices. Notice  
19 shall be deemed received on the date shown on the return receipt, or on the date personal  
20 delivery is made, whichever occurs first.

21           21. Utilities. City shall provide electricity to the Marina Parking Area for  
22 Licensee's use, at no cost to Licensee, and the use of water from one spigot designated  
23 by the Director. City shall not provide any other utilities, security, maintenance or any other  
24 service.

25           22. Fee. A. As a license fee, Licensee shall pay to City every three  
26 months, in arrears, an amount equal to one half (1/2) of one percent of the gross receipts  
27 received by Licensee related to the sales of items pursuant to this License. Gross receipts  
28 includes the total sales price exclusive of tax of all goods sold without deduction or set off

1 of any kind and includes sales for cash, credit or services, whether or not collected. Gross  
2 receipts shall not include sales or use taxes, transportation taxes, excise taxes, franchise  
3 taxes and similar taxes now or in the future imposed on a sale of items under this License  
4 but only if these taxes are added to the selling price, separately stated, collected separately  
5 from the selling price and collected from the purchasers. If these taxes are included in  
6 gross receipts, then they will be deducted from gross receipts to the extent of their  
7 inclusion.

8 B. License shall pay the license fee within twenty (20) days after the end of  
9 the calendar month immediately following the end of each three-month period. For  
10 example, the first payment is due on or before August 20, 2006.

11 C. Licensee shall submit with each payment a financial statement showing  
12 in reasonable detail the gross receipts on which Licensee calculated the payment and shall  
13 certify that the financial statement is correct.

14 D. As an additional license fee, Licensee shall pay to the City all costs  
15 incurred by the City and associated with Licensee's use of the Marina Parking Area

16 23. Standards of Service. Licensee and vendors shall conduct business  
17 on the Marina Parking Area in a manner acceptable to City. Selling shall be done in an  
18 orderly, courteous and lawful manner. Licensee shall correct health and safety deficiencies  
19 and violations of health and safety practices immediately and shall cooperate fully with the  
20 City in the investigation of accidents occurring on the Marina Parking Area during its use.

21 24. No Performance. If Licensee fails, neglects or refuses to perform any  
22 part of this License and the failure, neglect or refusal continues for a period of thirty (30)  
23 days after notice to Licensee from the City, then the City may revoke this License. Any  
24 waiver by the City of non-performance shall not be construed as or constitute a waiver of  
25 any subsequent non-performance of the same or any other part of this License.

26 25. Signs. City retains the right to approve the size, type, installation and  
27 length of time for display of banners and signs by Licensee and its vendors on the Marina  
28 Parking Area and adjacent areas.

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26. Appeal. Licensee shall have the right to appeal the revocation or suspension of this License to the City's City Council. The appeal must be filed in writing within ten (10) days after receipt by Licensee of notice of revocation or suspension.

Granted By: CITY OF LONG BEACH, a municipal corporation  
Feb 12, 2007 By [Signature]  
City Manager

"City"

Accepted By: CONTE PRODUCTIONS, a California corporation  
Jan 31, 2007 By [Signature]  
President

Jan 31, 2007 By [Signature]  
(Type or Print Name)  
Jamie Janssen  
Secretary  
Jamie Janssen  
(Type or Print Name)

"Licensee"

This License is approved as to form on 2-07, 2007.

ROBERT E. SHANNON, City Attorney  
By [Signature]  
Principal Deputy



Exhibit "A"

