

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

**PUBLIC WALKWAYS OCCUPANCY PERMIT**

**P - 00039**

This Public Walkways Occupancy Permit ("Permit") is granted this 3<sup>rd</sup> day of June, 2015, pursuant to minute order adopted by the City Council of the City of Long Beach at its meeting held on May 12, 2015, to BRIX WINE, INC., a California corporation ("Permittee"), whose address is 395 E. 4th Street, Long Beach, California 90807, as the operator of Brix at the Shore and lessee of premises at 5372 East 2nd Street, Long Beach, California.

Permission is granted to Permittee to occupy the public right-of-way with the following obstruction: **low barrier, two (2) tables and three (3) chairs** at 5372 East 2nd Street, Long Beach, California. Dimensions and location of the area to be occupied are as shown on Exhibit "A", incorporated by reference and made a part of this Permit; provided that all obstructions are placed only within the permit area shown on Exhibit "A".

This Permit is granted with reference to the following facts:

1. Permittee proposes to occupy the public right-of-way as shown on Exhibit "A"; and
2. The proposed occupancy will not now or at any time interfere with continued public use of the public street right-of-way; and
3. That there is no present or foreseeable conflicting public need for the proposed use of the public street right-of-way area and its temporary withdrawal from public use will not be injurious or detrimental to the public; and
4. That this use of a portion of the public street right-of-way is consistent with proper and lawful street uses and the use is approved; and
5. The City Engineer has determined that this use is in compliance with Chapter 14.14 of the Long Beach Municipal Code, all related to temporary use of the public rights-of-way.

The use of the public street right-of-way is granted upon and subject to the following terms and conditions:

1           1.     The minimum width of the public walkway shall be ten (10) feet, or as  
2 otherwise approved by the City Council pursuant to Chapter 14.14 of the Long Beach  
3 Municipal Code, and any obstruction must permit at least five (5) feet of unobstructed  
4 area of public walkway.

5           2.     The obstruction shall abut the property and not be located in a  
6 manner which interferes with the flow of pedestrian or other traffic.

7           3.     The maximum height of any such obstruction shall be six (6) feet and  
8 all such obstructions shall be entirely portable, except as specifically authorized by the  
9 City Engineer.

10          4.     This Permit may be immediately suspended for a designated time  
11 period at any time in the event that, in the discretion of the City Council or City Manager,  
12 such obstruction would interfere with street improvement activities, construction activities,  
13 cleaning efforts or other similar activities.

14          5.     The obstruction shall be kept in a good state of repair and in a safe,  
15 sanitary, and attractive condition.

16          6.     Such obstruction may not be located within twenty (20) feet from an  
17 intersection (measured to the prolongation of the near curb of the intersecting street) or  
18 within ten (10) feet from a driveway or alley (measured to the near end of the fully  
19 depressed portion of an apron-type driveway or to the prolongation of the near curb of the  
20 driveway) unless otherwise approved by the City Council pursuant to the considerations  
21 specified in Chapter 14.14 of the Long Beach Municipal Code.

22          7.     The public street right-of-way shall be used by Permittee only for the  
23 obstruction described above and in the area shown on Exhibit "A".

24          8.     The area in front of the entrance to the business shall not be  
25 obstructed by barricades, chairs, tables or other furniture.

26          9.     The Permittee shall place all obstructions, and any accessories or  
27 equipment located within a dining or entertainment area, in strict accordance with Fire  
28 Department and Health and Human Services Department standards and contained within

1 Chapter 14.14 of the City of Long Beach Municipal Code.

2 10. No surface improvements, included but not limited to special paving  
3 surfaces, may be removed or altered by the Permittee unless approved in advance in  
4 writing by the City Engineer.

5 11. The Permittee shall not allow cleaning chemicals, or other foreign  
6 matter to flow into the parkway tree well, and shall otherwise protect the health of  
7 adjacent street trees, and shall likewise prevent the discharge of litter, cleaning chemicals  
8 and all other foreign matter to the storm drain system.

9 12. The Permittee shall protect any parkway trees in the immediate  
10 vicinity of the permit area from damage due to the Permittee's cleaning or other activities  
11 on the public walkway. The Permittee shall not interfere with City's access to parkway  
12 trees for maintenance purposes. Any special maintenance of the parkway trees is the  
13 responsibility of the Permittee and must be performed by a qualified landscape contractor  
14 acting under a permit from City's Street Landscaping Division. City shall not be held  
15 financially responsible for damage to Permittee's sidewalk furniture or awnings occurring  
16 in the course of regular street tree maintenance.

17 13. Upon any termination of this Permit, whether by revocation or  
18 otherwise, Permittee shall remove the obstructions authorized by this Permit at the sole  
19 discretion of the City Engineer and shall otherwise restore the public street right-of-way to  
20 a condition substantially the same as existed immediately prior to the occupancy  
21 provided for by this Permit. Should Permittee fail or refuse to remove the obstructions,  
22 City may do so and, in such event, the security deposit paid by Permittee shall be applied  
23 to City's costs. Permittee shall reimburse City for any costs in excess of the security  
24 deposit. In the event of removal by City of all or any portion of the obstructions, City shall  
25 not be liable for any damage to or loss of any property of Permittee.

26 14. The following additional conditions shall apply to public walkway  
27 occupancy permits for dining or entertainment areas:

28 A. Any dining or entertainment area shall be defined by

1 placement of sturdy fencing or other suitable barriers, not to exceed forty-eight (48)  
2 inches in height, as approved by the City Engineer. Such barriers may only be affixed to  
3 public property with the prior approval of the City Engineer.

4 B. All accessories to dining or entertainment uses such as plants  
5 or planter boxes, umbrellas, podiums, menu boards, musical equipment and heaters may  
6 not exceed those enumerated on Exhibit "A", and must be located inside the barrier, as  
7 shown on Exhibit "A".

8 C. All dining and entertainment which takes place on the public  
9 right-of-way shall conform to the requirements of Chapter 8.80 of the Long Beach  
10 Municipal Code regarding noise. Complaints regarding noise shall be logged by city staff  
11 and may be the basis for suspension, cancellation, or non-renewal of a permit.

12 D. The Permittee shall be responsible for cleaning the public  
13 walkway occupied by a dining or entertainment area.

14 E. Sidewalk dining or entertainment is permitted to operate  
15 between the hours of 10:00 a.m. and 10:00 p.m. only.

16 15. Any permit issued within the downtown area as defined on Exhibit  
17 "B" and made a part of this Permit shall comply with all of the foregoing requirements and  
18 the following additional requirements:

19 A. No tents or windbreaks may be used in, over, or around dining  
20 or entertainment areas.

21 B. Temporary banners, not exceeding the height of the barrier  
22 and attached to the barrier are permitted for a two (2) week period no more than four (4)  
23 times per year.

24 C. Menu boards must be portable, located within the dining area,  
25 and must not exceed five (5) feet, six (6) inches tall. Menu boards may be either a single  
26 pole pedestal of painted metal or a board attached to the inside of the barrier, parallel to  
27 the barrier.

28 D. The following are prohibited on the public walkway in the

1 downtown area: television monitors, canopies and A-frame signs.

2           16. Upon expiration, a new permit must be obtained on the basis of a  
3 new application and payment of a new fee and any security deposit amount due.  
4 Renewal of the permit is not automatic and there is no right or entitlement to any use of  
5 the public right-of-way. Security deposits may be adjusted from year to year based on  
6 permit compliance and enforcement cost history. This Permit shall never be construed  
7 as the grant by City of any right to permanently use or occupy all or any portion of the  
8 public right-of-way; nor shall it ever be construed as a waiver on the part of City, or as an  
9 estoppel against it, which would in any manner whatsoever bar or limit, or otherwise  
10 prejudice, its right to at any time whatsoever require a discontinuance of the use or  
11 occupancy of all or any part of the public street right-of-way, the removal therefrom of all  
12 or any obstructions erected or maintained under this Permit and the restoration of such  
13 public street right-of-way to a clean condition, all at the sole cost and expense of  
14 Permittee.

15           17. Notices of violation of any of the terms and conditions of this permit  
16 may be issued by the City of Long Beach. Within the downtown area as defined on  
17 Exhibit "B", preliminary informal notices may be issued by Downtown Long Beach  
18 Associates. The enforcement process is set forth on Exhibit "C", attached hereto, and  
19 made a part of this permit. Notwithstanding the above, City may revoke this Permit at  
20 any time by giving thirty (30) days written notice to Permittee or cancel the permit for  
21 noncompliance with its terms. Such notice shall be signed by the City Manager, postage  
22 pre-paid, and addressed to Permittee at its address provided above.

23           18. Permittee accepts this public right-of-way in its present condition and  
24 agrees to maintain the same in a safe, clean, and orderly condition. Any and all uses  
25 made of the public right-of-way shall be at the sole risk, cost, and expense of Permittee.  
26 Permittee, by its acceptance of this Permit, agrees to indemnify, defend, save and keep  
27 City, its officers, agents, and employees free and harmless from and against any and all  
28 liability as well as from and against any and all loss, claims, demands, damages,

1 expenses and costs of whatsoever nature arising out of or in any manner resulting,  
2 directly or indirectly, from Permittee's operations on or the condition, use or misuse of the  
3 public street right-of-way, including liability, claims or damages to or as a result of any  
4 structures or fixtures on the public street right-of-way or appurtenances to it.

5 19. In partial performance of this obligation, Permittee shall obtain and  
6 keep in full force and effect such public liability insurance and property damage insurance  
7 as required by the Long Beach Municipal Code.

8 20. Nothing in this Permit shall be construed to excuse compliance by  
9 Permittee with any and all of the laws and ordinances of City and State; neither shall this  
10 Permit be deemed to obviate the necessity of Permittee's obtaining such other permits or  
11 licenses as are required to conduct specific activities within the area, including but not  
12 limited to entertainment or the sale, service or consumption of alcoholic beverages.

13 21. The terms of this permit shall be enforced by the procedure set forth  
14 on Exhibit "C", attached and made a part of this permit.

15 22. In case suit shall be brought for the recovery of possession of all or  
16 any portion of the public right-of-way or because of the breach of any covenant contained  
17 in this Permit to be kept and performed on the part of Permittee, Permittee shall pay to  
18 City reasonable attorneys' fees which shall be fixed by the court.

19 23. Permittee shall not assign this Permit, or any interest in it, nor shall  
20 this Permit, or any interest in it, be subject to transfer or assignment by order of any  
21 court. Any such transfer or assignment shall not create any right whatsoever in the  
22 transferee or assignees and shall entitle the City Manager, at his discretion, to terminate  
23 this Permit.

24 ///

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28 ///

1 The acceptance of this Permit by Permittee shall be endorsed on this  
2 Permit and shall be an acceptance by Permittee of all of the terms and conditions of this  
3 Permit and an agreement to abide and comply with it. Permittee further acknowledges  
4 that Permittee is aware of the requirements of Long Beach Municipal Code Chapter  
5 14.14, and that Permittee shall conduct all activities hereunder in compliance with such  
6 chapter.

BRIX WINE, INC., a California corporation

7  
8 March 3, 2015

By [Signature]  
Name Richard Reich  
Title President

9  
10 March 3, 2015

By [Signature]  
Name Richard Reich  
Title Vice President

"PERMITTEE"

CITY OF LONG BEACH, a municipal corporation

11  
12  
13  
14  
15 June 3, 2015

By [Signature] Assistant City Manager  
City Manager

"CITY"

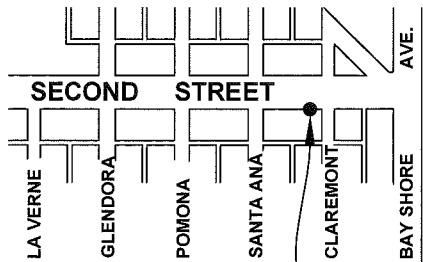
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

16  
17  
18  
19 Approved as to form this 20<sup>th</sup> day of May, 2015.

20  
21 CHARLES PARKIN, City Attorney

22  
23 By [Signature]  
Deputy City Attorney

24  
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28  
OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664



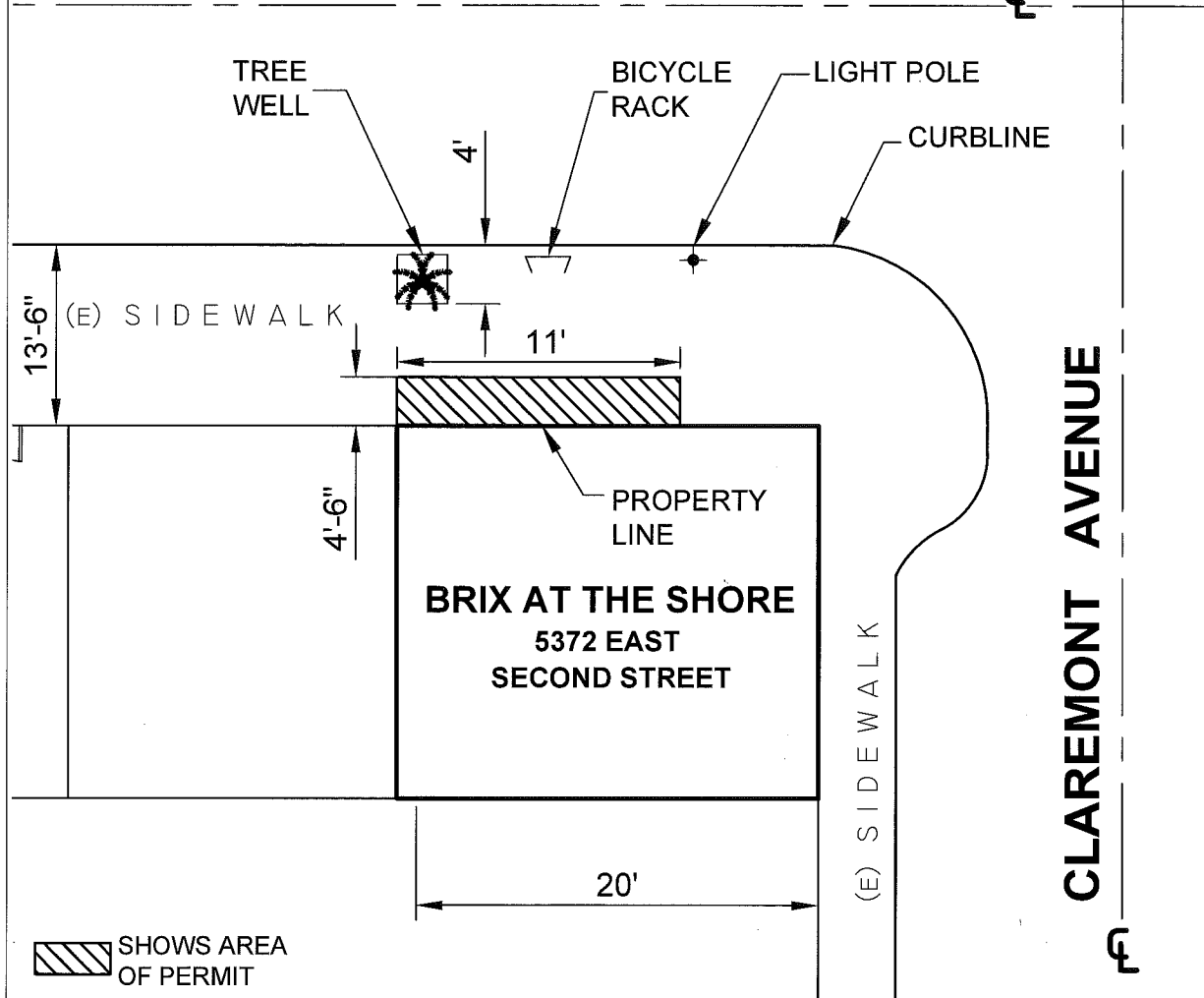
**VICINITY MAP**


NO SCALE

**BRIX AT THE SHORE**



**SECOND STREET**



 SHOWS AREA OF PERMIT

CITY OF LONG BEACH - CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

**PUBLIC WALKWAYS OCCUPANCY**

**PERMIT**

**BRIX AT THE SHORE  
5372 East Second Street**

**EXHIBIT A**



**List of Approved Furnishings and Accessories**  
(Attachment to Public Walkways Occupancy Permit for Sidewalk Dining Purposes)

Restaurant: Brix at the Shore Permittee: Brix Wine, Inc.  
Address: 5372 E 2nd St LB, CA 90803 Telephone: 562 345 5998

Tables number: 2

Chairs number: 3

Umbrella(s) height & number: \_\_\_\_\_

Heater(s) height & number: \_\_\_\_\_

Menu board  
note: maximum height of 5 ft 6 in, maximum width of 2 ft & none permitted in the coastal zone

Water station size: \_\_\_\_\_

Planters for trees or other greening describe: \_\_\_\_\_

Other: \_\_\_\_\_

We intend to make occasional use of the permit area for live or recorded entertainment (Note: A separate entertainment permit is required).

- The following are prohibited:
- canopies (ground supported)
  - television monitors

Permittee signature: [Signature] Date: 2/3/14

Print name here: Richard Reich *Reich* ↗

This list of furnishings and accessories is effective only when attached to a completed Public Walkways Occupancy Permit.

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

**EXHIBIT "B"**

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"Downtown area" means the area bounded northerly by the centerline of Tenth Street; westerly by the centerline of Maine Avenue north of First Street, and the centerline of Golden Avenue south of First Street and the centerline of Golden Shore and its southerly prolongation; easterly by the centerline of Lime Avenue north of First Street and the centerline of Alamitos Avenue and its southerly prolongation south of First Street; southerly by the mean high tide line of the Pacific Ocean and its prolongation across the entrance to Pacific Terrace Harbor and Queen's Way Landing Boat Basin.

EXHIBIT "C"

PUBLIC WALKWAYS OCCUPANCY PERMITS  
ENFORCEMENT PROCESS

1. Letter of information sent to Permittee regarding Municipal Code requirements and requested to correct an observed violation of permit conditions.
  - If not remedied in ten (10) working days, send official Notice of Violation.
2. Notice of Violation
  - Indicates that Permittee can be found in default for failure to comply with permit conditions per Municipal Code Section 14.14.090.
  - Notes that uncorrected violations will be reported to the City Council at the next permit application.
  - Alerts Permittee that the Alcoholic Beverage Control (ABC) will be notified of all permits declared in default.
  - If violation of permit conditions is not corrected within ten (10) working days, send Second Notice of Violation by certified mail.
  - Copies of Notice of Violation to be sent to the City Manager, Downtown Long Beach Associates (DLBA) and the Redevelopment Agency.
3. Second Notice of Violation
  - Inform Permittee that "On (date 10 working days hence) you will receive a Notice of Default if permit violations not corrected."
  - If permit violations not corrected within ten (10) working days, send Notice of Default by certified mail.
  - Copies of Second Notice of Violation to be sent to the City Manager, DLBA and the Redevelopment Agency.
4. Notice of Default by Department of Public Work
  - Provides Permittee ten (10) working days to remedy violation.
  - "If Permittee fails or refuses to remedy the default within the time specified, the right of the Permittee to use the public walkway shall cease and City shall have the right to remove the public walkway obstruction at Permittee's expense" (LBMC 14.14.090).
  - If a Notice of Default is issued, the security deposit that was paid with the permit application will be forfeited.
  - Second ABC notice of permit status upon actual default.
  - City Manager, DLBA and Redevelopment Agency informed when final default occurs.
5. City pick-up of obstructions at Permittee's expense and/or possible legal action to restrain use of sidewalk by the City Prosecutor.
6. Prior to New Permit Issuance
  - Payment of new permit processing fee and security deposit.
  - Payment of any fees, damages, or City costs assessed for prior code enforcement actions.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/2015

|  |  |               |
|--|--|---------------|
| <b>PRODUCER</b><br>Jason von Arx<br>10761 Los Alamitos Blvd<br>Los Alamitos CA 90720<br>(562) 795-6611 | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> |               |
|  | <b>INSURERS AFFORDING COVERAGE</b>   | <b>NAIC #</b> |
| <b>INSURED</b><br>Brix Wine, Inc. dba: Brix at the Shore<br>5372 E. 2nd St<br>Long Beach CA 90803      | INSURER A: Farmers Insurance Company   |               |
|  | INSURER B:   |               |
|  | INSURER C:   |               |
|  | INSURER D:   |               |
|  | INSURER E:   |               |

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                    |              |
|----------|-------------|--|---------------|------------------------------------|-------------------------------------|---|--------------|
| A        |             | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 605112515-14  | 06/20/2014                         | 06/20/2015                          | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |             |  |               |                                    |                                     | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 75,000    |
|          |             |  |               |                                    |                                     | 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 |
| A        |             | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   | 605112515-14  | 06/20/2014                         | 06/20/2015                          | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000 |
|          |             |  |               |                                    |                                     | BODILY INJURY (Per person)                | \$           |
|          |             |  |               |                                    |                                     | BODILY INJURY (Per accident)              | \$           |
|          |             |  |               |                                    |                                     | PROPERTY DAMAGE (Per accident)            | \$           |
|          |             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                    |                                     | AUTO ONLY - EA ACCIDENT                   | \$           |
|          |             |  |               |                                    |                                     | OTHER THAN AUTO ONLY: EA ACC              | \$           |
|          |             |  |               |                                    |                                     | AGG                                       | \$           |
|          |             | <b>EXCESS / UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION \$  |               |                                    |                                     | EACH OCCURRENCE                           | \$           |
|          |             |  |               |                                    |                                     | AGGREGATE                                 | \$           |
|          |             |  |               |                                    |                                     |   | \$           |
|          |             |  |               |                                    |                                     |   | \$           |
|          |             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below. Y/N <input type="checkbox"/>   |               |                                    |                                     | WC STATUTORY LIMITS                       | OTHER        |
|          |             |  |               |                                    |                                     | E.L. EACH ACCIDENT                        | \$           |
|          |             |  |               |                                    |                                     | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |             |  |               |                                    |                                     | E.L. DISEASE - POLICY LIMIT               | \$           |
|          |             | <b>OTHER</b>   |               |                                    |                                     |   |              |

APPROVED AS TO SUFFICIENCY  
*Medical Office*  
 BIRK BARRISTER  
 CITY OF LONG BEACH  
 DATE: 5/28/15

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The City of Long Beach, California, its Boards and Commissions, and their Officials, Employees and Agents are listed as Additional Insured as per policy Terms, Conditions, Coverages and Exclusions.

APPROVED AS TO FORM  
 6/1, 2015  
 CHARLES PARKIN, City Attorney

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>The City of Long Beach, California<br>Sherbert Jones<br>333 West Ocean Boulevard, 10th Floor<br>Long Beach CA 90802- | <b>CANCELLATION</b> AI 000618<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE <i>Jason von Arx</i> |
|---|--|



# CITY OF LONG BEACH

APPROVED AS TO FORM

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

333 West Ocean Boulevard, 10<sup>th</sup> Floor • Long Beach, California 90802 • (562) 570-6975 FAX (562) 570-5176

## General Liability Endorsement – Public Walkways Occupancy Permits

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

By CHARLES PARKIN, City Attorney  
LINDA T. VU  
CITY ATTORNEY

### A. GENERAL LIABILITY POLICY INFORMATION

- Insurance Company Farmers Insurance
- Policy No. 605112515 Policy Term (from) 6/20/2014 (to) 6/20/2015
- Endorsement effective date 06/20/14 Endorsement expiration date 06/20/2015
- Name of Insured Brix Wine, Inc. dba: Brix at the Shore
- Address of Named Insured 16635 Pacific Coast Hwy, Sunset Beach, CA 90742
- Address of Permitted Operations 5372 E. 2nd St., Long Beach, CA 90803
- Deductible or Self-insured Retention (nil unless otherwise specified) \$ \_\_\_\_\_
- Policy Limits: Occurrence \$ 1,000,000 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: Jason von Arx Agent Farmers Insurance  
(Name) (Title) (Company)

ADDRESS: 10761 Los Alamitos, CA 90712

TELEPHONE: (562) 795-6610 FAX: (562) 795-6655

Michael Alcio  
CITY OF LONG BEACH  
DATE: 5/25/15

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

I, (print name) Jason von Arx, 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.

Jason von Arx  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE 05-18-2015

TITLE: Insurance Agent ORGANIZATION: \_\_\_\_\_

ADDRESS 10761 Los Alamitos Blvd, Los Alamitos, CA 90712

TELEPHONE: (562) 795-6610 FAX NO. (562) 795-6655

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR POLITICAL  
SUBDIVISIONS - PERMITS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

**SCHEDULE\***

**State Or Political Subdivision:**

**THE CITY OF LONG BEACH  
SEE E0002**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in the Businessowners Liability Coverage Form:

4. Any state or political subdivision shown in the Schedule is also an insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

APPROVED AS TO SUFFICIENCY  
*Michael Cleo*  
 5/28/15

APPROVED AS TO FORM  
 6/1, 20 15  
 CHARLES PARKIN, City Attorney  
 By *Linda T. Vu*  
 LINDA T. VU  
 DEPUTY CITY ATTORNEY

Attach to your policy with the same policy number shown on this endorsement.

**ENDORSEMENT**

Effective

Date 06/20/14

60511-25-15

Policy Number  
of the Company designated  
in the Declarations

**BRIX WINE, INC dba:BRIX AT THE SHORE**

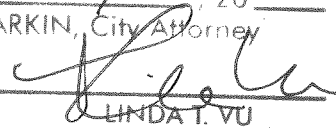
**ADDITIONAL INTEREST  
THE CITY OF LONG BEACH CALIFORNIA  
IT'S BOARDS AND COMMISSIONS, AND THEIR OFFICIALS  
EMPLOYEES AND AGENTS**

APPROVED AS TO FORM

6/1, 20 15

CHARLES PARKIN, City Attorney

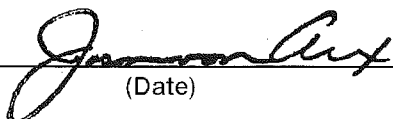
By



LINDA T. VU  
DEPUTY CITY ATTORNEY

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

COUNTERSIGNED

  
(Date)

