

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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REVOCABLE PERMIT
(LONG BEACH GRAND PRIX ASSOCIATION)
30606

Pursuant to a minute order of the City Council of the City of Long Beach made on March 18, 2008, 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 17, 2008, and ending at 11:59 p.m. on April 20, 2008. 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 17, 2008, and ending at 11:59 a.m. on April 20, 2008, 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

1 shown on Exhibit "B" shall be used for the purpose of constructing and maintaining
2 hospitality tents or facilities at which food and beverages, including alcoholic beverages,
3 are sold or dispensed during the period commencing at 6:00 a.m. on April 17, 2008, and
4 ending 11:59 p.m. on April 20, 2008, and for no other purpose whatsoever. The total
5 number of spaces in each area shall be as set forth on Exhibit "C".

6 3. **RENTAL.** ASSOCIATION shall pay to CITY the sum of money for
7 the use of the Permit Areas, as specified in said Extension Agreement. Said rental may
8 be included in City's estimate of extraordinary expenses as provided in the extension
9 agreement.

10 4. **TERMINATION.** The permit is terminable by CITY upon four (4)
11 hours' written or verbal notice to ASSOCIATION if ASSOCIATION neglects or fails to
12 perform or observe or cause to be performed or observed any of the terms and
13 conditions set forth in this Permit. The right to revoke this Permit shall be and shall
14 remain unconditional and unrestricted and neither the CITY nor any board, commission,
15 officer, or employee thereof shall be liable in damages to ASSOCIATION because of any
16 such termination. Upon termination for default, ASSOCIATION at its sole cost and
17 expense shall cause the permit areas to be evacuated and restored to the condition in
18 which they were given to ASSOCIATION. ASSOCIATION shall not be released of its
19 obligation to pay rent by any such termination.

20 5. **CONDITION.** ASSOCIATION shall at all times keep and
21 maintain the Permit Areas in a safe, clean, wholesome, sanitary and sightly condition and
22 comply with all applicable federal, state and municipal laws, ordinances, rules and
23 regulations, including without limitation the provisions of the California Health and Safety
24 Code pertaining to temporary trailer parks.

25 6. **BUSINESS LICENSE.** The provisions of Chapter 5.02 of the
26 Long Beach Municipal Code relating to the requirement to procure a business license to
27 operate a temporary trailer park and parking lots within the limits of the City of Long
28 Beach are hereby waived.

1 7. **ASSOCIATION OBLIGATIONS.** With respect to ASSOCIATION'S
2 operations within all the Permit Areas, ASSOCIATION shall, at its cost, perform at a
3 minimum the following:

4 a. Provide within the Permit Area 2 as shown on Exhibit "A" an
5 approved portable collecting device for discharge and collection of
6 waste water and sewage and require that all users of these permit
7 areas discharge waste water and sewage therein.

8 b. Provide approved waste conditioners for disposal of
9 garbage, waste and rubbish and cause said containers to be
10 emptied daily and disposed of without creating a nuisance.

11 c. Provide and maintain within the Permit Area 2 two (2)
12 portable toilets for each sex. Said toilets shall be placed no closer
13 than one hundred (100) feet in any direction to any recreational
14 vehicle.

15 d. Instruct all users of the Permit Areas regarding the rules and
16 regulations for the use of the Permit Areas and remove or cause to
17 be removed any user who creates a nuisance or commits waste by
18 discharging garbage, rubbish, waste water or sewage in any area
19 or place other than receptacles, containers, or devices provided
20 therefore, ASSOCIATION shall promptly clean and disinfect any
21 area contaminated with improperly discharged waste water or
22 sewage.

23 e. On or before 12:00 a.m. on April 21, 2008 cause the Permit
24 Areas to be restored to a clean and neat condition, free from all
25 debris.

26 8. **INDEMNIFICATION AND INSURANCE.** ASSOCIATION shall
27 indemnify the CITY and, in partial performance of said indemnification, shall procure and
28 maintain insurance, all as required under Sections 9 and 10 of the Extension Agreement,

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1 said sections are incorporated and made a part hereof as though set forth in full herein.


2 9. INSPECTION BY THE CITY. ASSOCIATION shall allow CITY,
3 its officers, agents and employees to enter the Permit Areas at any time for the purpose
4 of inspecting the same.

5 10. POSSESSORY INTEREST. ASSOCIATION recognizes and
6 understands that this Permit may create a possessory interest subject to property
7 taxation and that ASSOCIATION may be subject to the payment of property taxes on
8 such interest. ASSOCIATION covenants to pay, at least ten (10) days prior to
9 delinquency, taxes upon the interest created by this Permit. ASSOCIATION shall furnish
10 CITY with satisfactory evidence of such payment within thirty (30) days after the date of
11 payment.

12 GRAND PRIX ASSOCIATION OF LONG
13 BEACH, a California corporation

14 3-4

, 2008



President

15 _____, 2008

Secretary

16 "ASSOCIATION"

17
18 CITY OF LONG BEACH, a municipal
19 corporation

20 March 20

, 2008

21 By  Assistant City Manager
22 City Manager

"City"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

23 The foregoing Revocable Permit is hereby approved as to form this 17th day of

24 March

, 2008.

25 ROBERT E. SHANNON, City Attorney

26 By 
27 Deputy

EXHIBIT A - PARKING PERMIT ACCESS

2008 TOYOTA GRAND PRIX OF LONG BEACH CIRCUIT MAP



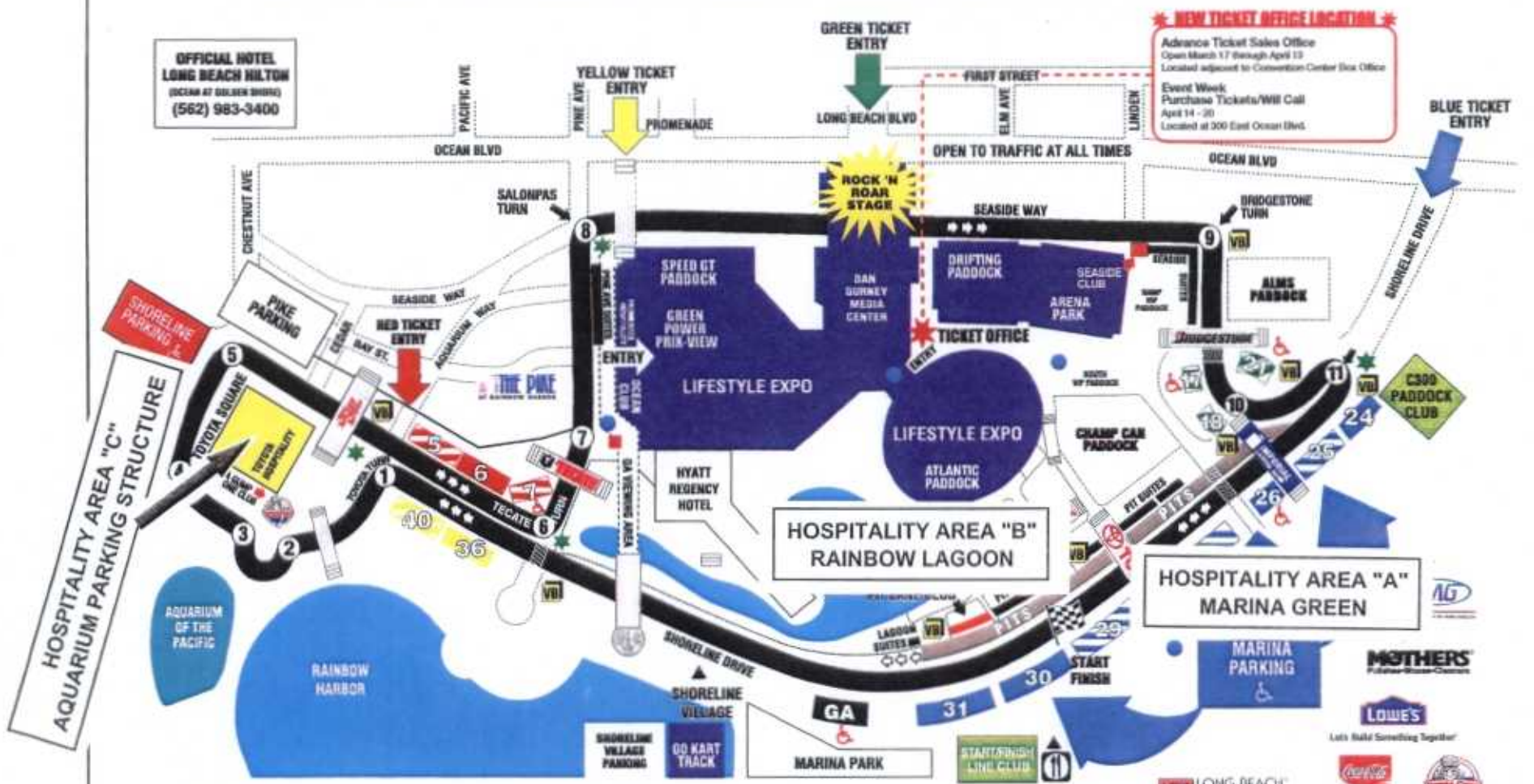
OFFICIAL HOTEL
LONG BEACH HILTON
 (OCEAN AT GOLDEN SHORE)
 (562) 983-3400

*** NEW TICKET OFFICE LOCATION ***
 Advance Ticket Sales Office
 Open March 17 through April 13
 Located adjacent to Convention Center Box Office
 Event Week
 Purchase Tickets/W/it Call
 April 14 - 20
 Located at 300 East Ocean Blvd.

LEGEND			
	VISION BOARD BIG-SCREEN TELEVISION VIEWING LOCATIONS (AS CURRENTLY SCHEDULED)		FOOT/WHEELCHAIR CROSSING
	PEDESTRIAN BRIDGES		SUPER PHOTO LOCATIONS
	WHEELCHAIR ACCESSIBLE GRANDSTANDS #7, 17, 21, 26, GA		ATM
	SUNDAY ONLY GRANDSTANDS #6, 24, 28, 30, 31, 34		2 DAY GRANDSTANDS #6, 7, 17, 18, 21, 25, 27, 28, 40
	SMG FOOD COURTS		TECATE CANTINA
			PLAYA TECATE

EXHIBIT B - HOSPITALITY AREAS

2008 TOYOTA GRAND PRIX OF LONG BEACH CIRCUIT MAP



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	SUNDAY ONLY GRANDSTANDS #6, 24, 28, 36, 39, 38	
	SMG FOOD COURTS	
	FOOT/WHEELCHAIR CROSSING	
	SUPER PHOTO LOCATIONS	
	ATM	
	2 DAY GRANDSTANDS #5, 7, 12, 16, 22, 25, 27, 28, 40	
	TECATE CANTINA	
	PLAZA TECATE	

EXHIBIT C

2008 Grand Prix Revocable Permit

PARKING CHARGES

Marina Parking	347 Spaces @ \$6 Per space per day	\$6,246.00
Alamitos Beach Lot	153 spaces @ \$6 Per space per day	\$2,754.00 _____
	TOTAL:	\$9,000.00