



1 officers, partners, agents, or employees) shall not reserve a designated site as part of their  
2 services under this Permit.

3 4. FEE FOR SITE. Permittee may not and shall not charge anyone a fee  
4 for the use of a designated site. The only fees authorized for use of a designated site are  
5 those fees charged by the Long Beach Department of Parks, Recreation and Marine  
6 directly to the family, company, or organization reserving a site. If the Director determines  
7 that Permittee has charged a fee for the use of a designated site, then Permittee shall pay  
8 said fee to the Director as an additional permit fee.

9 5. NO ALCOHOLIC BEVERAGES. Alcohol, alcoholic beverages, and  
10 alcoholic products are not permitted at a designated site or at any location in any park.  
11 Permittee shall use Permittee's best efforts to supervise all patrons during the services,  
12 and prohibit said items at a designated site or at any location in any park where Permittee  
13 is providing concession services and when necessary, shall call on the aid of peace officers  
14 to assist when individuals refuse Permittee's direction.

15 6. NUISANCE. Permittee shall not operate Permittee's concession in  
16 any manner that will create a nuisance or unreasonable annoyance to the public and shall  
17 not allow any intoxicated person, profane or indecent language, or boisterous, or loud  
18 conduct in or around a designated site and shall not allow intruders to attend the function  
19 for which Permittee is providing the picnic service concession and shall not allow attendees  
20 at the function for which Permittee is providing the concession services to interfere with  
21 other picnics. Permittee shall call on the aid of peace officers, whenever necessary, to  
22 assist Permittee in maintaining the peace.

23 7. PERMIT FEE. Permittee shall pay to the City of Long Beach (at 2760  
24 Studebaker Road to the attention of the Accounting Office) as a monthly permit fee the  
25 greater of Two Hundred Fifty Dollars (\$250.00) per concession provided during the month  
26 or ten percent (10%) of Permittee's monthly gross receipts, whichever is greater. This  
27 permit fee is due on the twentieth (20th) day of the month and shall be computed on the  
28 number of concessions provided or the gross receipts from the immediately preceding

1 month. Permittee acknowledges that a payment shall be due after the expiration or sooner  
2 revocation of this Permit which payment will pertain to the concessions or the gross  
3 receipts of the immediately preceding month. Permittee shall pay a late charge of Twenty-  
4 five Dollars (\$25.00) when any permit fee is not paid when due. If Permittee pays with a  
5 check returned for insufficient funds, Permittee shall also pay a service charge of Fifteen  
6 Dollars (\$15.00) in addition to applicable late charges.

7 "Gross Receipts" shall mean the total of:

8 A. All sales made in, on, through or from a designated site,  
9 whether for cash or credit, and whether payment is actually made or not, and  
10 whether sales are made by Permittee, Permittee's employees, agents, assignees,  
11 licensees, concessionaires, or others;

12 B. All charges for services rendered or orders placed at a  
13 designated site whether by Permittee, Permittee's employees, agents, assignees,  
14 licensees, concessionaires, or others;

15 C. All sums deposited in any coin-operated machine or device  
16 provided at a designated site by, through, or for Permittee, Permittee's employees,  
17 agents, assignees, licensees, or concessionaires, regardless of the ownership of  
18 the machine or device, or whether such sums are removed and counted by  
19 Permittee or others, and regardless of what percentage thereof Permittee is entitled  
20 to receive from them.

21 In addition, Permittee shall submit with its monthly permit fee a certified  
22 statement, in a form approved by the Director, showing the picnic service concession  
23 activity for the accompanying month.

24 8. BOOKS AND RECORDS. Permittee shall keep or cause to be kept  
25 complete books of account and other pertinent records reflecting all transactions conducted  
26 in connection with Permittee's picnic service concession hereunder. Said books of account  
27 and records shall not be consolidated with other activities conducted by Permittee, but shall  
28 separately reflect only those transactions conducted pursuant to this Permit.

1           The City Auditor or his designee shall have the right to inspect or audit, at  
2 any reasonable time during the term of this Permit and for a period not to exceed one year  
3 after the expiration or sooner revocation of this Permit, said books of account and records.  
4 Permittee shall give access to said books of account and records and shall cooperate with  
5 the City in its inspection of them. City shall determine the scope and procedures necessary  
6 for any inspection or audit and shall have the right to photocopy and extract such  
7 information as it deems necessary. If the inspection or audit discloses that there has been  
8 a deficiency in payment of permit fees hereunder, then Permittee shall immediately pay to  
9 the City of Long Beach that deficiency together with interest at ten percent (10%) per  
10 annum from the date of City's demand for payment. In addition, if the amount of any  
11 deficiency exceeds three percent (3%) of the permit fees paid by Permittee, then Permittee  
12 shall pay the costs of City's audit. If the inspection or audit discloses that Permittee has  
13 overpaid its permit fees, then City shall refund that overpayment to Permittee without  
14 interest.

15           9.     CONCESSION INSPECTION. City shall have the right to inspect and  
16 observe Permittee's operation at any reasonable time. Permittee shall not hinder, impede,  
17 interfere with or obstruct any such inspection or observation. During these inspections or  
18 observations, City shall have the right to utilize photographic devices or other instruments  
19 to record conditions of the operation.

20           10.    NO SOLICITATION. Permittee shall not solicit business while  
21 operating at a designated site. However, Permittee may advertise its business by means  
22 of a single sign, not to exceed three (3) feet by three (3) feet, placed at the designated site  
23 only during those hours when Permittee is present to provide the picnic service concession,  
24 and by no other means. Such sign must be removed after each use at a designated site.

25           11.    COMPLIANCE WITH LAW. Permittee shall comply with all applicable  
26 municipal, state and federal laws and regulations and with the instructions of the Director  
27 or his designee relating to this Permit. Permittee shall obtain and display, as required, all  
28 other permits or licenses required by law or regulation for the concession permitted herein,

1 including but not limited to permits from the Long Beach Department of Health and Human  
2 Services and business licenses.

3 12. INSPECTION. Permittee acknowledges that Permittee has inspected  
4 the designated sites and accepts them in their present condition. Permittee shall have no  
5 authorization except as may be authorized by this Permit, to alter any site. City shall have  
6 no obligation to improve or alter any site, nor to provide any utilities or services to any site.

7 13. EQUIPMENT. Permittee shall provide, at Permittee's own cost and  
8 expense, all furnishings, supplies, equipment and the like necessary for its operation  
9 hereunder. Permittee shall obtain the approval of the Director or his designee prior to  
10 Permittee's use of any furnishings, supplies, equipment or the like. Permittee shall  
11 maintain its furnishing, supplies, equipment and the like in a neat, clean and safe condition.

12 14. INDEMNITY.

13 A. Permittee shall indemnify, protect and hold harmless City, its  
14 Boards, Commissions, and their officials, employees and agents ("Indemnified  
15 Parties"), from and against any and all liability, claims, demands, damage, loss,  
16 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
17 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
18 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
19 in part, out of or in connection with (1) Permittee's breach or failure to comply with  
20 any of its obligations contained in this Agreement, or (2) negligent or willful acts,  
21 errors, omissions or misrepresentations committed by Permittee, its officers,  
22 employees, agents, subcontractors, or anyone under Permittee's control, in the  
23 performance of work or services under this Agreement (collectively "Claims" or  
24 individually "Claim").

25 B. In addition to Permittee's duty to indemnify, Permittee shall  
26 have a separate and wholly independent duty to defend Indemnified Parties at  
27 Permittee's expense by legal counsel approved by City, from and against all Claims,  
28 and shall continue this defense until the Claims are resolved, whether by settlement,



1 separately approved in writing by City's Risk Manager or designee and shall protect the  
2 City, its officials, employees and agents in the same manner and to the same extent as  
3 they would have been protected had the policy or policies not contained retention  
4 provisions. Each insurance policy shall be endorsed to state that coverage shall not be  
5 suspended, voided or canceled by either party except after thirty (30) days prior written  
6 notice to City, and shall be primary and not contributing to any other insurance or self-  
7 insurance maintained by City, its officials, employees and agents.

8           Permittee shall require that all contractors and subconcessionaires which  
9 Permittee uses in the performance of services under the Permit maintain insurance in  
10 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or  
11 designee.

12           Prior to the start of performance under the Permit, Permittee shall deliver to  
13 City certificates of insurance and required endorsements, including any insurance required  
14 of Permittee's contractors and subconcessionaires, for approval as to sufficiency and form.  
15 The certificates and endorsements shall contain the original signature of a person  
16 authorized by that insurer to bind coverage on its behalf. In addition, Permittee shall, at  
17 least thirty (30) days prior to expiration of the insurance required hereunder, furnish to the  
18 City certificates of insurance and endorsements evidencing renewal of such insurance. City  
19 reserves the right to require complete certified copies of all policies of Permittee or  
20 Permittee's contractors or subconcessionaires, at any time. Permittee shall make available  
21 to the City all books, records and other information relating to the insurance coverage  
22 required herein during normal business hours.

23           Any modification or waiver of the insurance requirements herein shall only be  
24 made with the written approval of the City's Risk Manager or designee. Not more frequently  
25 than once a year, the City's Risk Manager or designee may require that Permittee,  
26 Permittee's contractors and subconcessionaires change the amount, scope or types of  
27 coverages required herein if, in his or her sole opinion, the amount, scope, or types of  
28 coverages herein are not adequate.

1           The procuring or existence of insurance shall not be construed or deemed as  
2 a limitation on liability relating to Permittee's performance of services or as full performance  
3 of or compliance with the indemnification provisions herein.

4           16.   DAMAGE TO SITE. With the exception of ordinary wear and tear,  
5 Permittee shall be liable for any and all loss, injury or damage to a designated site when  
6 operating hereunder, by or on account of any act or omission by Permittee, Permittee's  
7 officers, partners, employees, agents, invitees, or licensees.

8           17.   STANDARDS OF SERVICE. Permittee shall conduct the concession  
9 in a manner acceptable to the Director and shall maintain a level of quality and safety  
10 acceptable to the Director.

11          18.   CLEANLINESS. Permittee shall keep the designated sites clean and  
12 sanitary and in a condition satisfactory to the Director. No offensive or refuse matter, no  
13 substance constituting a fire hazard and no hazardous material as that term is defined  
14 under federal or state law shall be deposited on or remain on a site. All refuse and waste  
15 material created by Permittee's operations shall be removed daily in plastic bags ten mils  
16 or thicker. Waste food and garbage shall be deposited in large container trash bins  
17 provided by City. Permittee must provide additional trash bags for any overflow.

18          19.   OTHER PERMITS. City reserves the right to issue other permits for  
19 different purposes and additional permits for similar concessions at any designated site.  
20 Permittee shall cooperate fully with other permittees in the parks.

21          20.   NONDISCRIMINATION. Subject to applicable laws and regulations,  
22 neither Permittee nor any employee of Permittee shall, in the operation of the concession  
23 hereunder, discriminate against person or group on the basis of race, religion, national  
24 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
25 disability. Permittee shall not discriminate against any employee or applicant for  
26 employment on any of these bases and shall take affirmative action to insure employment  
27 without regard to these bases.

28          21.   ASSIGNMENT. Permittee shall not assign Permittee's rights or

1 delegate its duties hereunder, or any interest herein, or any portion hereof, without the prior  
2 written approval of the Director. Any attempted assignment or delegation shall be void and  
3 confer no rights or privileges on the assignee or delegate.

4           22. REVOCATION. This Permit may be revoked immediately by the  
5 Director at any time 1) that the Director determines that Permittee has violated or failed to  
6 comply with any provision of this Permit; 2) that the City has evidence of misrepresentation  
7 or fraud involved in the application for this Permit, or evidence of unfair or bad faith in  
8 dealing with the public; 3) that Permittee provided a picnic service concession at other than  
9 a designated site; or 4) that it is in the City's best interest to do so.

10           23. NO LIABILITY. City shall not be liable for and Permittee hereby  
11 waives all claims against the City, the Parks and Recreation Commission, their officials  
12 and employees for loss or damage to Permittee's personal property, or to Permittee's  
13 business, or for injury to or death of persons due to theft, fire, flood, burglary, vandalism,  
14 or any other cause whatsoever, at any designated site, except to the extent caused by  
15 City's gross negligence or willful misconduct.

16           24. POSSESSORY INTEREST. This Permit may create a possessory  
17 interest subject to taxation under state or Federal law, and, if so, Permittee shall pay said  
18 tax prior to delinquency. Evidence of payment shall be given to City upon demand.

19           25. CITY WORK AT SITE. City reserves the right to do any work at a  
20 designated site for its preservation, maintenance and operation. City shall give Permittee  
21 notice when such work is necessary provided, however, that if an emergency exists as  
22 determined by the City, City shall not be required to give notice in accordance with Section  
23 26 hereof. Permittee shall adjust Permittee's operations so City may proceed expeditiously  
24 with City's work.

25           26. NOTICE. Notice shall be in writing and personally served or deposited  
26 in the U. S. Postal Service, first class, postage prepaid to the Director at 2760 Studebaker  
27 Road, Long Beach, California 90815 and to Permittee at the address first stated above.  
28 Change of address shall be given in the same manner as stated herein for notice. Notice

1 shall be deemed given on the date deposited in the mail or on the date personal service is  
2 obtained, whichever first occurs.

3           27. NO WAIVER. The acceptance of any payment by City shall not  
4 operate as a waiver of any provision of this Permit, or of any right to indemnity. The waiver  
5 of any violation or noncompliance of this Permit, if given, shall be in writing and shall not  
6 constitute a waiver of any other or subsequent violation or noncompliance.

7           28. ALTERATIONS. Permittee shall not make any alterations, additions,  
8 modifications or improvements to any designated site without the prior written approval of  
9 the Director. Permittee shall pay the cost of any approved alterations, additions,  
10 modifications or improvements. If said alterations, additions, modifications or  
11 improvements are of a permanent nature, they shall become the property of the City at the  
12 expiration or sooner revocation of this Permit.

13           29. CONTINUATION. Termination or expiration of this Permit shall not  
14 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
15 during the term of this Permit and prior to its termination or expiration.

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

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Permittee consents to and agrees to perform the terms, covenants, and conditions imposed on Permittee under this Permit.

MAX EVENTS, INC. DBA EVENT SOLUTIONS, a California corporation

7/11/16, 2016

By [Signature]  
Name BRIAN LIPSITZ  
Title CEO

7/11/16, 2016

By [Signature]  
Name BRIAN LIPSITZ  
Title CEO

"Permittee"

PARKS AND RECREATION COMMISSION OF THE CITY OF LONG BEACH, CALIFORNIA

7/22, 2016

By [Signature]  
Director

"City"

This Permit is approved as to form on 7/19, 2016.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

EXHIBIT A  
PERMIT FOR THE OPERATION OF A PICNIC SERVICE CONCESSION

**RESERVED PICNIC SITES**

- *El Dorado Park West – 2800 Studebaker Road, Long Beach, CA*

| <b>Sites</b> | <b>Maximum Capacity</b> |
|--------------|-------------------------|
| A            | 200                     |
| B            | 200                     |
| C            | 200                     |
| D            | 200                     |
| Willow Grove | 250                     |

- *El Dorado East Regional Park – 7550 E. Spring Street, Long Beach, CA*

| <b>Sites</b>         | <b>Maximum Capacity</b> |
|----------------------|-------------------------|
| Golden Grove         | 3,000                   |
| Arbor Day Grove      | 400                     |
| North Sycamore Grove | 250                     |
| Olympic Grove        | 2,000                   |
| Horseshoe Lake       | 250*                    |
| South Sycamore Grove | 400                     |

\* Primarily a Wedding Site

- *Recreation Park – 801 Federation Drive, Long Beach, CA*

| <b>Sites</b> | <b>Maximum Capacity</b> |
|--------------|-------------------------|
| Band Shell   | 500                     |