



1 1 through July 31, from 4:00 p.m. to 10:00 p.m., Monday through Friday and from  
2 8:00 a.m. to 10:00 p.m. on Saturdays and Sundays, unless otherwise specified by  
3 Section 1.C. At no time shall any other activities be conducted on the Premises.  
4 The dates and times specified above will be included in the Field Use Permit issued  
5 to Permittee by the Department of Parks, Recreation and Marine.

6 B. During the Fall season, Permittee, its members and affiliates  
7 shall have access to the Premises, for parking purposes only, beginning September  
8 1 through November 30, from 4:00 p.m. to 10:00 p.m., Monday through Friday and  
9 from 8:00 a.m. to 10:00 p.m. on Saturdays and Sundays, unless otherwise specified  
10 by Section 1.C. At no time shall any other activities be conducted on the Premises.  
11 The dates and times specified above will be included in the Field Use Permit issued  
12 to Permittee by the Department of Parks, Recreation and Marine.

13 C. All functions sponsored by or affiliated with AR&C shall have  
14 priority access to the parking lot at all times. Should an event be scheduled during  
15 the Permittee's allotted time, AR&C shall notify the Director of the Department of  
16 Parks, Recreation and Marine ("Director"), seven (7) days prior to the event, who  
17 shall then notify Permittee. During AR&C events, Permittee, its members and  
18 affiliates shall not enter the Premises.

19 D. Such use shall be considered a privilege and is subject to an  
20 annual review by the City of Long Beach and AR&C. During the course of the  
21 Permit, AR&C shall notify the Director of any breach conducted by Permittee. The  
22 Director shall address the concern immediately and provide a response to all parties  
23 concerned within five (5) working days.

24 E. Occasional use in August, December and January for field  
25 maintenance/renovation may also be allowed.

26 2. TERM. The use granted to Permittee hereby shall be for one (1) three-  
27 year term, commencing on July 28, 2017 and terminating on July 27, 2020, with one (1)  
28 two-year option to renew at the discretion of the Director.

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3. CONDITIONS OF USE.

A. Permittee shall designate a person responsible for opening and closing the rear parking lot entry gates during the dates and times specified in 1.A and 1.B. above. The names of these individuals shall be submitted to AR&C, who shall provide these individuals with the lock combination on February 1 and September 1.

B. At the end of each day of shared use, Permittee shall remove all personal articles and all trash from the Premises. Use of the rear parking lot by Permittee shall not result in additional maintenance or vandalism to AR&C's leased property. At no time shall Permittee store any personal property on the Premises. Permittee will secure the AR&C parking lot at the end of each use.

C. At no time shall Permittee have access to any other part of AR&C's property; this includes, but it not limited to, the turf area and basketball courts.

D. Permittee shall utilize a liability waiver and release form with a format satisfactory to AR&C and City, which all of its members, participants and vendors shall sign prior to any use by them of the Premises. Said form shall include AR&C and City as released parties. Executed copies of said forms shall be provided to AR&C and City prior to any use of the Premises by Permittee.

E. Permittee shall provide AR&C and City with the names and telephone numbers of persons to contact in the case of an emergency, and with the name and address of an authorized representative to contact in the case of any other notice or communication.

F. AR&C and Permittee will meet on an annual basis to discuss the terms of the Permit and to resolve any issues that may be of concern.

G. Failure to comply with the obligations and provisions of this Permit may result in revocation.

4. EMERGENCY LINE. Permittee, its employees and agents shall

1 immediately call (877) 776-7773 to report all disturbances, safety hazards and  
2 emergencies and shall ca the City's Police Department to assist in maintaining the peace.

3           5.     INDEMNITY. Permittee shall defend, indemnify and hold AR&C, City,  
4 their officials, commissions and employees harmless from and against all claims, damage,  
5 demands, causes of action, loss, liability, costs and expenses (including reasonable  
6 attorney's fees and court costs) of any kind (collectively "claims") which may be asserted  
7 against AR&C the City, their officials, commissions or employees for injury to or death of  
8 persons or damage to property (including property owned by or under the control of the  
9 City) arising from the use of the Premises or activities thereon by Permittee, its employees,  
10 members, invitees, or any other person entering the Premises with the express or implied  
11 invitation of Permittee, or from a violation of law, ordinance, or governmental order by  
12 Permittee, its employees, members, invitees, or any other person on the Premises with the  
13 express or implied invitation of Permittee.

14           6.     INSURANCE. Concurrent with the execution of this Permit and in  
15 partial performance of Permittee's obligations hereunder, Permittee shall procure and  
16 maintain at Permittee's expense for the duration of this Permit, including any extensions,  
17 renewals, or holding over thereof, the following insurance coverages from insurance  
18 companies that are admitted to write insurance in the State of California or from authorized  
19 nonadmitted insurers that have ratings of or equivalent to an A:VIII by A.M. Best and  
20 Company:

21                   A.     Commercial General Liability insurance (equivalent in coverage  
22 scope to ISO form CG 00 01 11 85 or 11 88) in an amount not less than One Million  
23 Dollars (\$1,000,000) combined single limit per occurrence and covering the  
24 Permittee's operations under or in connection with this Permit. If the policy contains  
25 a general aggregate, the general aggregate shall be in an amount not less than Two  
26 Million Dollars (\$2,000,000). Such insurance shall include, as may be applicable to  
27 Permittee's operations under or in connection with this Permit, broad form  
28 contractual liability, products and completed operations liability and liquor liability.

1 AR&C City, its officials, employees and agents shall be added as additional insureds  
2 by endorsement (equivalent in coverage scope to ISO form CG 20 26 11 85). This  
3 insurance shall contain no special limitations on the scope of protection afforded to  
4 AR&C the City, their officials, employees and agents, and shall provide cross-  
5 liability protection.

6 B. Worker's Compensation insurance as required by the California  
7 Labor code.

8 C. Accident insurance in the greater of (i) the amount required by  
9 the sanctioning body of Permittee or (ii) \$100,000 per accident. In either case, there  
10 shall be no deductible in coverage for minors and only a \$250 deductible in coverage  
11 for adults.

12 Any self-insurance program or self-insured retention must be approved  
13 separately in writing by City and shall protect AR&C the City, their officials, employees, and  
14 agents in the same manner and to the same extent as they would have been protected  
15 had the policy or policies not contained retention provisions.

16 Each insurance policy shall be endorsed to state that coverage shall not be  
17 suspended, voided, materially changed, or canceled by either party except after thirty (30)  
18 days prior written notice to City, and shall be primary to City. Any insurance or self-  
19 insurance maintained by City shall be excess to and shall not contribute to insurance or  
20 self-insurance maintained by Permittee.

21 Permittee shall deliver to City certificates of insurance and the required  
22 endorsements for approval as to sufficiency and form prior to commencement of this  
23 Permit. The certificates and endorsements for each insurance policy shall contain the  
24 original signature of a person authorized by that insurer to bind coverage on its behalf.  
25 Permittee shall, at least thirty (30) days prior to expiration of such policies, furnish City with  
26 evidence of renewals. City reserves the right to require complete certified copies of all said  
27 policies at any time.

28 Such insurance as required herein shall not be deemed to limit Permittee's

1 liability relating to performance under this Permit. The procuring of insurance shall not be  
2 construed as a limitation on liability or as full performance of the indemnification and hold  
3 harmless provisions of this Permit. Permittee understands and agrees that,  
4 notwithstanding any insurance, Permittee's obligation to defend, indemnify, and hold City,  
5 its officials, agents, and employees harmless hereunder is for the full and total amount of  
6 any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner  
7 connected with the operations of Permittee.

8 Not more frequently than every three (3) years, if in the opinion of City the  
9 amount of the foregoing insurance coverages are not adequate, Permittee shall amend the  
10 insurance coverage as required by City's Risk Manager or designee.

11 Any modification or waiver of the insurance requirements herein shall be  
12 made only with the written approval of the City's Risk Manager or designee.

13 7. ASSIGNMENT. Permittee shall not assign this Permit or any interest  
14 herein nor allow the transfer hereof, whether by operation of law or otherwise. Any  
15 attempted transfer or assignment shall be void and confer no rights on a transferee or  
16 assignee. If Permittee files for bankruptcy or becomes insolvent, then City may revoke this  
17 Permit by giving three (3) calendar days' notice.

18 8. NOTICE. Any notice or approval shall be in writing and either  
19 delivered personally or sent by prepaid, first-class mail, deposited in the U.S. Postal  
20 Service and addressed to Permittee at the address first shown above and to the City at  
21 2760 N. Studebaker Road, Long Beach, California 90815 Attn: Director. Notice of change  
22 of address shall be given in the same manner as stated herein for other notices. Notice  
23 shall be deemed given on the date deposited in the mail or the date of personal delivery,  
24 whichever first occurs.

25 9. CONTINUATION OF RIGHTS. Revocation or expiration of this Permit  
26 shall not terminate the rights or liabilities of either party which accrued or existed during  
27 the effective dates of this Permit.

28 10. NONDISCRIMINATION. In its use of the Premises and subject to

1 applicable laws, Permittee shall not discriminate on the basis of race, religion, national  
2 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or  
3 disability.

4 11. WAIVER OF CLAIMS. AR&C nor the City shall be liable for and  
5 Permittee hereby waives all claims against both the City, AR&C and their officials,  
6 commissions, and employees for loss or damage to Permittee's personal property, or for  
7 injury to or death of persons due to theft, fire, flood, burglary, vandalism, or any other cause  
8 whatsoever, at the Premises except to the extent caused by AR&C's or the City's gross  
9 negligence or willful misconduct.

10 12. NO WAIVER OF RIGHTS. The acceptance of any payment or service  
11 by the City shall not operate as a waiver of any provision of this Permit. The waiver of any  
12 violation or noncompliance of this Permit shall be in writing and shall not constitute a waiver  
13 of any other or subsequent violation or noncompliance.

14 13. NO LEASEHOLD. Permittee acknowledges that, by this Permit, it  
15 does not acquire any right, title, or interest of any kind (including but not limited to a  
16 leasehold interest) in the Premises or any part thereof but is only granted the privilege to  
17 use the Premises.

18 14. RESERVATION OF RIGHTS. City reserves the right to do any work  
19 at the Premises for preservation, maintenance and operation. City shall inform Permittee  
20 when such work is necessary and impacts Permittee's use of the Premises.

21 15. NO ALTERATIONS. Permittee shall not make any alterations,  
22 additions, modifications or improvements to the Premises.

23 16. AMERICANS WITH DISABILITIES ACT. Permittee shall have and be  
24 allocated the sole responsibility to comply with the Americans with Disabilities Act ("ADA")  
25 with respect to its use of the Premises and Permittee shall defend, indemnify and hold the  
26 City, its officials, commissions, and employees harmless from and against any claims of  
27 failure to comply with or violation of the ADA.

28 17. SIGNS. City will post Permittee provided parking notification signs on

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

1 the entrances to the AR&C parking lot. The west entrance sign will notify the public that  
2 the access point is for AR&C parking only. The east entrance will state that Permittee  
3 parking is available during specified days and times.

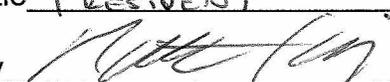
4 IN WITNESS WHEREOF, the parties have executed this Permit on the  
5 respective dates set forth opposite their signatures.

6 LONG BEACH LITTLE LEAGUE, INC., a  
7 public benefit corporation

8 July 11, 2017

By   
9 Name LEONARD BANCROFT  
Title PRESIDENT

10 7/13/17 2017

By   
11 Name MATT KILIC  
Title FIELD MANAGER

12 "Permittee"

13  
14 PARKS AND RECREATION  
15 COMMISSION OF THE CITY OF LONG  
16 BEACH, CALIFORNIA

16 7/28/17 2017

By   
17 Director

18 "City"

19 This Long Beach Little League Parking Permit is approved as to form on

20 7/25 2017.

21 CHARLES PARKIN, City Attorney

22 By   
23 Deputy



### Long Beach Little League AR&C Parking Lot

