

USE PERMIT

35486

THIS USE PERMIT is made and entered, in duplicate, as of November 22, 2019 for reference purposes only, pursuant to authorization by the PARKS AND RECREATION COMMISSION of the City of Long Beach ("Commission") at its meeting on November 21, 2019, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and LARPBO: LOS ANGELES RESPONSIBLE PIT BULL OWNERS, INC. DBA LARPBO DOG TRAINING, a California corporation ("Permittee"), whose address is 16633 *6320 Canoga Ave (Hc 1700, Woodland Hills, CA 91367)* Ventura Boulevard, Suite 600, Encino, California 91436, for the non-exclusive use of City facilities located at Heartwell Park.

Permittee may use the Permit Area subject to the following terms, conditions and limitations:

1. PERMIT AREA. Permittee shall be permitted to use open park space at Heartwell Park located at 4055 N Bellflower Blvd, Long Beach, CA 90808 (the "Park") as designated by the Department of Parks, Recreation and Marine ("Department") staff. The area for the permitted use is more particularly described in Exhibit "A" attached to this Permit (the "Permit Area"). Permittee may operate at other Department parks as approved in advance and in writing by the Director of Parks, Recreation and Marine ("Director") or his designee, and as incorporated into Permittee's Use Permit by mutual agreement as an amendment to the Use Permit. The Permit Area shall be specifically delineated by Permittee with traffic-style cones and/or caution tape or other method of delineation as approved by the Department.

2. USE. Permittee shall use the Permit Area for its provision and administration of on-leash dog training and handling classes, and related activities during posted Park hours subject to the pre-approval of the Director.

All uses of the permitted use site(s) by the Permittee, its employees and invitees shall be at their sole risk, cost and expense.

3. TERM. The term of this Permit shall begin on April 12, 2019 and shall

1 end on November 30, 2021, with one (1) two-year renewal option through November 30,  
2 2023, at the discretion of the Director or his designee Permittee may terminate this Permit  
3 by giving to the City thirty (30) days prior notice. The City may revoke this Permit without  
4 cause at any time, upon providing Permittee with thirty (30) days written notice. On  
5 termination or revocation of this Permit, Permittee shall quit and surrender possession of  
6 the Permit Area and remove its personal property from the Permit Area.

7 4. PERMIT FEE. Permittee shall pay to the Department an annual permit  
8 fee of Three-Hundred Fifty Dollars (\$350) for the use of one location within Heartwell Park.  
9 Additional Department-approved sites within Heartwell Park, or sites within other  
10 Department parks as listed in a Use Permit amendment, shall increase the annual permit  
11 fee by the \$350 per site.

12 5. SCHEDULE. Permittee shall submit, on an annual basis on or before  
13 April 12<sup>th</sup> of each Permit year in advance, and/or as requested by the Director, a  
14 comprehensive schedule of use of the Permit Area for approval by the Director or his  
15 designee. The submission shall be in writing and shall include all of the dates, times and  
16 locations of use of the Permit Area and additional sites. Permittee shall not deviate from  
17 the submitted schedule of use, or add additional dates, times or locations of use of the  
18 Permit Area, without the written consent of the Director or his designee. Any deviation  
19 from the submitted schedule of use shall be submitted in writing no later than thirty (30)  
20 days prior to the anticipated deviation. This Permit may be revoked if Permittee is found  
21 to have deviated from the submitted schedule of use, without the approval of the Director  
22 of his designee.

23 6. SAFETY. All dog owners are required to provide proof of current dog  
24 vaccinations (rabies, parvo, distemper, influenza, and bordatella), and must provide proof  
25 of a current dog license from the city where the dog resides. All dogs must wear a dog  
26 collar and be kept on leash and under control of their owner or the Permittee instructor, at  
27 all times. Any verified violation of the leash law may result in termination of the Use Permit.

28 7. INSPECTION. To ensure the safety of park patrons and their dogs,

1 Animal Care Services Bureau Officers may make spot checks of Permittee classes before,  
2 during, and after Permittee's published schedule. If an issue should arise where an Animal  
3 Care Services Officer is required to intervene, a \$68 fee for the officer's time may be billed  
4 to Permittee.

5 8. SOUND AMPLIFICATION. Amplified sound of any kind and in any  
6 manner, shall not be permitted.

7 9. IMPROVEMENTS. Permittee shall not erect, construct, alter or  
8 maintain any improvements on the Permit Area without the prior written approval of the  
9 Director. Permittee shall pay the cost of any approved improvements. Title to all such  
10 improvements shall remain vested in Permittee while this Permit is in effect. Upon  
11 termination or revocation of this Permit, Permittee shall, at their sole cost, remove all  
12 improvements placed by them on the Permit Area and restore the Permit Area to a  
13 condition acceptable to the Director so instructed by the City. Such removal and restoration  
14 shall be made and accomplished within thirty (30) days after the termination or revocation  
15 date. If any improvement has not been removed and the Permit Area not restored to an  
16 acceptable condition within said thirty (30) day period, the City shall have the right, but not  
17 the obligation, to remove, demolish and dispose of any improvement and to restore the  
18 Permit Area at Permittee's sole expense. Permittee shall pay to the City on demand all  
19 costs incurred by the City in accomplishing the removal of improvements and the  
20 restoration of the Permit Area, together with interest at the maximum rate allowed by law.  
21 The Director, at his option, may waive the requirements that Permittee remove all or a  
22 portion of improvements placed on the Permit Area and that Permittee restore the same,  
23 in which event title to all improvements which are to remain on the Permit Area shall vest  
24 in the City without any obligation that the City reimburse Permittee for them.

25 10. MAINTENANCE. Permittee shall place dog waste and all other waste  
26 of any kind in containers provided by the City and restore the Permit Area to its original  
27 state after each use. If the Permittee fails to maintain the Permit Area as required, the City  
28 will notify Permittee of such failure and, if Permittee fails to correct the situation within thirty

(30) days after notice, then the City may make the necessary correction and Permittee shall pay the cost of correction within thirty (30) days after receipt of an invoice from the City. Permittee hereby waives to the extent permitted by law any right to make repairs at the expense of the City.

11. COMPLIANCE WITH LAWS. Permittee during their use of the Permit Area shall at all times comply with all laws, ordinances, rules and regulations of and obtain permits from all federal, state or local government authorities having jurisdiction over the Permit Area and Permittee's activities on the Permit Area.

12. NO ASSIGNMENT. Permittee shall not assign this Permit or any interest in it or allow the transfer of the Permit, whether by operation of law or otherwise, nor delegate its duties hereunder. Any attempted assignment, transfer, or delegation shall be void and confer no rights whatsoever upon an assignee, transferee or delegate. If Permittee is adjudicated a bankrupt or becomes insolvent or if any interest in this Permit is taken by virtue of attachment, execution, or receivership, the City may terminate this Permit on five (5) days' notice to Permittee.

13. CONTROL OF PERMIT AREAS. The Director shall have absolute and full control of the Permit Areas. If necessary for the health, welfare or safety of the public or as a result of the termination or revocation of this Permit, the Director shall have the right to enter the Permit Areas and take possession thereof immediately. The City reserves the right to enter the Permit Areas at any and all reasonable times including the times and days of Permittee's use. City reserves the right to do any work at the Permit Areas for the preservation, operation and maintenance of the Permit Areas that it deems necessary. The Director or designee will inform Permittee when such work will be done if it impacts Permittee's use.

14. INSURANCE. As a condition precedent to the effectiveness of this Permit, Permittee shall procure and maintain at Permittee's expense for the duration of the Permit from an insurance company that is admitted to write insurance in California or from authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII



1 by A.M. Best Company:

2 (a) Commercial general liability insurance equivalent in scope to  
3 ISO form CG 00 01 11 85 or CG 00 01 10 93 in an amount not less than One Million  
4 Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00)  
5 general aggregate. Such coverage shall include but not be limited to broad form  
6 contractual liability, cross liability, independent contractors liability, and products  
7 and completed operations liability. The City, its officials, employees and agents  
8 shall be named as additional insureds by endorsement on the City's endorsement  
9 form or on an endorsement equivalent in scope to ISO form CG 20 26 11 85, and  
10 this insurance shall contain no special limitations on the scope of protection given  
11 to the City, its officials, employees and commissions.

12 (b) Workers' compensation insurance as required by the California  
13 Labor Code and employer's liability insurance in an amount not less than One Million  
14 Dollars (\$1,000,000.00) per accident or occupational illness.

15 (c) "All Risk" property insurance in an amount sufficient to cover  
16 the full replacement value of Permittee's personal property at the Permit Area.

17 (d) Commercial automobile liability insurance equivalent in scope  
18 to ISO form CA 00 01 06 92 covering Auto Symbol 1 (Any Auto), in an amount not  
19 less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per  
20 accident.

21 Any self-insurance program shall protect the City, its officials, employees and  
22 agents in the same manner and to the same extent as they would have been protected  
23 had the policy or policies not contained retention provisions. Each insurance policy shall  
24 be endorsed to state that coverage shall not be suspended, voided or canceled by either  
25 party except after thirty (30) days prior written notice to City, and shall be primary and not  
26 contributing to any other insurance or self-insurance maintained by City, its officials,  
27 employees and agents.

28 Permittee shall require that all contractors and subcontractors which

1 Permittee uses in connection with this Permit maintain insurance in compliance with this  
2 Section unless otherwise agreed in writing by City's Risk Manager or designee.

3 Prior to the start of the term of this Permit, Permittee shall deliver to City  
4 certificates of insurance and required endorsements, including any insurance required of  
5 Permittee's contractors and subcontractors, for approval as to sufficiency and form. The  
6 certificates and endorsements shall contain the original signature of a person authorized  
7 by that insurer to bind coverage on its behalf. In addition, Permittee shall, at least thirty  
8 (30) days prior to expiration of the insurance required hereunder, furnish to the City  
9 certificates of insurance and endorsements evidencing renewal of such insurance. City  
10 reserves the right to require complete certified copies of all policies of Permittee or  
11 Permittee's contractors or subcontractors, at any time. Permittee shall make available to  
12 the City all books, records and other information relating to the insurance coverage  
13 required herein during normal business hours.

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

16 This section shall not be construed or deemed as a limitation on liability  
17 relating to Permittee hereunder or as full performance of or compliance with the  
18 indemnification provisions herein.

19 15. INDEMNIFICATION. Permittee shall indemnify and hold harmless the  
20 City, its Boards, Commissions, their officials, and employees from and against any and all  
21 liability, claims, demands, damage, causes of action, loss, proceedings, penalties, costs  
22 and expenses (including but not limited to attorney's fees, court costs, and expert and  
23 witness fees) (collectively "Claims" or individually "Claim"), except for those arising out of  
24 the City's active negligence or willful misconduct or gross negligence. Claims include by  
25 way of example but are not limited to: Claims for property damage, personal injury or death  
26 arising, in whole or in part, from any negligent act or omission of Permittee, its officers,  
27 employees, agents, invitees, contractors, subcontractors, or anyone under Permittee's  
28 control (collectively "Indemnitor"); Permittee's breach of this Permit; misrepresentation;

1 willful misconduct; and Claims by any employee of Indemnitor relating in any way to  
2 worker's compensation. Independent of the indemnification duty and as a free-standing  
3 duty on the part of Permittee, Permittee shall defend City and shall continue such defense  
4 until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or  
5 judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required  
6 for the duty to defend to arise. For purposes of the duty to defend, Claim shall include  
7 allegations. Permittee shall give to the City notice of any Claim within ten (10) calendar  
8 days. Likewise, the City shall notify Permittee of any Claim, shall tender the defense of  
9 such Claim to Permittee, and shall assist Permittee, as may be reasonably requested, in  
10 such defense.

11 16. POSSESSORY INTEREST. This Permit may create a possessory  
12 interest subject to property taxation and Permittee may be liable for the payment of property  
13 taxes levied on such possessory interest. Permittee shall pay or cause to be paid, prior to  
14 delinquency, all taxes, assessments and other governmental and district charges that may  
15 be levied or assessed for buildings, improvements or property located on the Permit Areas  
16 and upon possessory interests created by this Permit. Satisfactory evidence of such  
17 payments shall be delivered by Permittee upon demand therefore.

18 17. NOTICE. Any notice, demand, request, consent, or communication  
19 that either party desires or is required to give to the other party or any other person shall  
20 be in writing and either personally delivered or deposited in the U.S. Postal Service, first  
21 class, postage prepaid, addressed to Permittee at the address first stated above and to the  
22 City at 2760 N. Studebaker Road, Long Beach, CA 90815 Attn: Director. Notice of change  
23 of address shall be given in the same manner as stated herein for other notices. Notice  
24 shall be deemed given on the date personal delivery is made or forty-eight (48) hours after  
25 deposit in the mail.

26 18. NO HAZARDOUS MATERIAL. Permittee shall not keep or store any  
27 goods, merchandise, supplies, personal property, materials, or items of any kind in, on or  
28 at the Permit Areas which are in any way explosive or hazardous. Permittee shall comply

1 with California Health and Safety Code Section 25359.7 or its successor statute regarding  
2 notice to the City on discovery by Permittee of the presence or suspected presence of any  
3 hazardous substance in, on or at the Permit Areas.

4 19. DEFAULT. The acceptance of all or part of the payment of any Permit  
5 Fee after default shall not be deemed a waiver of any right to revoke this Permit on account  
6 of such default. Any waiver by the City or Director of a default shall be in writing and shall  
7 not be construed as or constitute a waiver of any subsequent default of the same or any  
8 other term, condition or provision of this Permit.

9 If this Permit is deemed a lease by a court of competent jurisdiction, then  
10 Permittee hereby waives any right of redemption under any existing or future laws in the  
11 event of removal from the Permit Areas. Permittee agrees that if the manner or method  
12 used by the City in revoking this Permit and removing Permittee from the Permit Areas  
13 gives to Permittee a cause of action for damages or in forcible entry and detainer, then the  
14 total amount of damages to which Permittee shall be entitled in any such action shall be  
15 One Dollar (\$1.00). Permittee agrees that this Section may be filed in any such action and  
16 that when filed it shall be a stipulation by Permittee fixing the total damages to which  
17 Permittee is entitled in such action.

18 20. SIGNS AND ADVERTISING. All signs, advertising or promotional  
19 material placed in, on or at the Permit Areas shall be approved, in advance, in writing by  
20 the Director or designee. Permittee shall pay all costs related to such signs, advertising or  
21 promotional material. If Permittee places any sign, advertising or promotional material that  
22 does not have the prior approval of the Director or designee, then the City may remove  
23 same without penalty or claim against the City, and Permittee shall immediately pay the  
24 cost of such removal on receipt of an invoice from the City, as an additional Permit Fee.

25 21. NONDISCRIMINATION. During its use of the Permit Areas and  
26 operations, Permittee and its employees shall not discriminate on the basis of race,  
27 religion, color, ancestry, sex, sexual orientation, sexual identity, gender identity, AIDS,  
28 AIDS relation condition, HIV status, age, national origin, handicap or disability.

1           22.    HEALTH AND SAFETY. Permittee shall correct health and safety  
2 deficiencies and violations of health and safety practices immediately and shall cooperate  
3 fully with the Director in the investigation of accidents or incidents occurring in, on or at the  
4 Permit Areas. In the event of injury to an invitee, Permittee shall see that the injured person  
5 receives prompt and qualified medical attention. If Permittee fails to correct unsafe or  
6 unhealthy conditions which have led or, in the opinion of the City, could lead to injury, then  
7 the Director may immediately revoke this Permit.

8           23.    NO VENDING MACHINES. Permittee shall not install nor allow the  
9 installation of any vending machines of any kind, including but not limited to food and  
10 beverage machines and amusement machines. The Director reserves the right to remove  
11 any such machine and Permittee shall pay the cost of such removal on receipt of an invoice  
12 from the City, as an additional Permit Fee.

13           24.    NO WAIVER. The failure or delay by the City to insist on strict  
14 compliance with any term, condition or provision of this Permit shall not be deemed a  
15 waiver of any right or remedy that the City may have and shall not be deemed a waiver of  
16 any subsequent or other failure to comply with any term, condition, or provision of this  
17 Permit. The receipt and acceptance of all or a part of the payment of a delinquent Permit  
18 Fee shall constitute only a waiver of timely payment for the particular payment involved  
19 and shall not constitute waiver of any other failure to comply.

20           25.    CLAIMS. The City, its officials, employees, boards, and commissions  
21 shall not be liable for and Permittee hereby waives all claims against the City, its officials,  
22 employees, boards, and commissions for loss, theft, or damage to equipment, furniture,  
23 trade fixtures, furnishings, records, and other personal property in, on or at the Permit  
24 Areas, for loss or damage to Permittee's business, or injury to or death of persons in, on  
25 or at the Permit Areas from any cause except to the extent caused by the gross negligence  
26 or willful misconduct of the City, its officials, employees, boards or commissions.

27           26.    NO RELOCATION. Permittee agrees that nothing contained in this  
28 Permit shall create any right in Permittee for any relocation assistance or payment pursuant

1 to the provisions of Title 1, Division 7, Chapter 16 of the California Government Code from  
2 the City on the expiration or revocation of this Permit.

3 27. RESTORATION. Permittee shall promptly notify the City of damage  
4 or destruction to the Permit Areas and the date of same. Permittee shall promptly make  
5 proof of loss and proceed to collect all valid claims that Permittee may have against  
6 insurers or others based on such damage or destruction. All amounts recovered as a result  
7 of said claims shall be used first for the restoration of the Permit Areas. If existing laws do  
8 not permit restoration, then the City may revoke this Permit.

9 28. MISCELLANEOUS. This Permit shall be governed by and construed  
10 in accordance with the laws of the State of California. This Permit constitutes the entire  
11 understanding between the City and Permittee and supersedes all other agreements, oral  
12 or written, with respect to the subject matter herein. Revocation or termination of this  
13 Permit shall not affect rights or liability that accrued hereunder prior to such revocation or  
14 termination. This Permit shall not be construed or interpreted against either party as the  
15 drafter. This Permit is not intended or entered for the purpose of creating any benefit or  
16 right for any person or entity that is not a signatory to this Permit. If any term, condition or  
17 provision of this Permit is held by a court of competent jurisdiction to be invalid, void or  
18 unenforceable, the remainder of the Permit shall remain in full force and effect and shall in  
19 no way be affected, impaired, or invalidated. The various headings and numbers herein  
20 and the grouping of the provisions of this Permit into separate sections, paragraphs and  
21 clauses are for convenience only and shall not be considered a party hereof, and shall  
22 have no effect on the construction or interpretation of this Permit.

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By signing below, Permittee accepts and agrees to abide by the terms,  
conditions and restrictions in this Permit.

LARPBO: LOS ANGELES RESPONSIBLE  
PIT BULL OWNERS, INC. DBA LARPBO  
DOG TRAINING, a California corporation

By [Signature]  
Name Terry S. Smith  
Title President

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Permittee"

CITY OF LONG BEACH, a municipal  
corporation

By [Signature]  
~~City Manager~~ DIRECTOR

"City"

This Permit is approved as to form on FEB. 4, 20 20.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



LOCATION MAP  
Los Angeles Responsible Pit Bull Owners, Inc.  
Heartwell Park, Long Beach

