

PERMIT FOR THE OPERATION OF A PICNIC SERVICE CONCESSION

P - 00410

Pursuant to Section 16.16.060 of the Long Beach Municipal Code, and authorization by the PARKS AND RECREATION COMMISSION OF THE CITY OF LONG BEACH, CALIFORNIA ("Commission") at its meeting on May 19, 2022, on the terms and conditions and for the consideration contained herein, and through the Director of the Department of Parks, Recreation and Marine ("Director") of the City of Long Beach ("City"), hereby grants permission to SUMMIT EVENT PRODUCTIONS, INC., a California corporation ("Permittee"), whose address is 11822 Burke Street, Santa Fe Springs, California 90670 to operate a picnic service concession.

1. PERMISSION. Permittee, defined as a professional picnic service provider, event planning and/or catering company, is hereby granted the non-exclusive permission to provide and operate, at Permittee's sole cost and expense, a picnic service concession (also referred to as "operation" or "business") at City parks and facilities where a picnic permit may be issued through the Department of Parks, Recreation and Marine's ("Department") Reservation Office or other locations that may be approved by the Director ("Location"). Specifically, this Permit entitles Permittee to sell food and beverages, to conduct family entertainment services in said designated areas, and to provide such additional services as are usual and customary in the conduct of a commercial picnic service concession. Carnival attractions, including but not limited, to rides and other mechanized attractions, solid climbing walls, laser tag or gun related activities are not permitted.

2. TERM. The term of this Permit shall commence at midnight on June 1, 2022 and shall terminate at 11:59 p.m. on May 31, 2025, unless revoked prior to said expiration date as provided herein. This Permit may be renewed for one (1) three-year term at the sole discretion of the Director. To initiate the renewal process, Permittee is required to provide notice of its request to renew this Permit at least sixty (60) days prior to the expiration date herein and the Director has the discretion to provide approval.

1 A renewal to the Term shall be through a formal amendment to this Permit. However, the  
2 terms of this Permit may be subject to modification upon renewal.

3 3. LOCATION RESERVATION FEE. Both the public and Permittee may  
4 reserve a Location. To pay for the Location Fee, Permittee must contact the Department's  
5 Reservation Office. Permittee may not charge client more than the amount listed by the  
6 Department to reserve the Location.

7 4. NUISANCE. Permittee shall not operate Permittee's concession in  
8 any manner that will create a nuisance or unreasonable annoyance to the public and shall  
9 not allow any intoxicated person, profane or indecent language, or boisterous, or loud  
10 conduct in or around a designated site and shall call on the aid of peace officers to assist  
11 Permittee in maintaining the peace. Permittee shall not allow the general public to attend  
12 the function or enter the location for which Permittee is providing the picnic service  
13 concession. Permittee shall not allow attendees at the function for which Permittee is  
14 providing the picnic service concession to interfere with other picnics.

15 5. SOCIAL MEDIA. The Department and Permittee will not use the other  
16 party's name, marks or logos in any advertising, promotional material, press release,  
17 publication, public announcements, or through other media, whether written or oral, without  
18 the prior written consent of the other party.

19 6. PERMIT FEES. An annual non-refundable fee of Two Hundred Fifty  
20 Dollars \$250 shall be paid to the Department. Once the payment is received and insurance  
21 is approved, the Permittee will receive notice and will be added to the Department's website  
22 as an approved picnic and event service provider.

23 a. Permit Fee: Permittee shall pay to the City of Long Beach, Department  
24 of Parks, Recreation and Marine (at 2760 Studebaker Road to the attention of the  
25 Accounting Office), Two Hundred Fifty Dollars (\$250) per picnic or event service, or ten  
26 percent (10%) of Permittee's monthly gross receipts, per picnic or event service, whichever  
27 is greater. Payment is due on the twentieth (20th) day of the succeeding calendar month  
28 and shall be computed based on the number of picnics or events held or the gross receipts

1 from the preceding month. A gross receipt template will be provided by the Department.

2 b. Gross Receipts: Gross Receipts shall mean the total of:

3 (a) All sales made in, on, through, or from a designated site, whether for  
4 cash or credit, and whether payment is actually made or not, and whether sales are made  
5 by Permittee, Permittee's employees, agents, assignees, licensees, concessionaires, or  
6 others;

7 (b) All chargers for services rendered or orders placed at a designated  
8 site whether by Permittee, Permittee's employees, agents, assignees, licensees,  
9 concessionaires, or others;

10 (c) All sums deposited in any coin-operated machine or device provided  
11 at a designated Location by, through, or for Permittee, Permittee's employees, agents,  
12 assignees, licensees, or concessionaires, regardless of the ownership of the machine or  
13 device, or whether such sums are removed and counted by Permittee or others, and  
14 regardless of what percentage Permittee is entitled to receive from them.

15 c. If Permittee pays with a check returned for insufficient funds, Permittee  
16 shall pay a service charge of Thirty-Five Dollars (\$35.00) in addition to applicable late  
17 charges.

18 d. Missed Payment: Department shall send out a notice to Permittee to  
19 submit missed Permit Fee payment if payment is not received within 30 days of notification.  
20 If payment is not received within 60 days of service, a second notice shall be sent to  
21 Permittee. If payment is not received within 30 days of the second notice, Permittee will  
22 receive a notice of termination for nonpayment. Upon failure to submit payment within 10  
23 days of the date of the notice of termination, Department will remove Permittee from the  
24 approved list and terminate the Permit. Previously paid fees will not be refunded should  
25 Permittee be removed from the approved list for non-payment.

26 7. BOOKS AND RECORDS. Permittee shall keep or cause to be kept  
27 complete books of account and other pertinent records reflecting all transactions conducted  
28 in connection with Permittee's picnic and event service concession hereunder. Said books

1 of account and records shall not be consolidated with other activities conducted by  
2 Permittee but shall separately reflect only those transactions conducted pursuant to this  
3 Permit.

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

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

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

28           10.   COMPLIANCE WITH LAW. Permittee shall comply with all applicable

1 municipal, state and federal laws and regulations and with the instructions of the Director  
2 or his designee relating to this Permit. Permittee shall obtain and display, as required, all  
3 other permits or licenses required by law or regulation for the concession permitted herein,  
4 including but not limited to permits from the Long Beach Department of Health and Human  
5 Services and business licenses.

6 11. LOCATION ACKNOWLEDGEMENT. Permittee is responsible for  
7 examining the Location to determine the extent to which any physical factors may influence  
8 or affect the Permittee's event and accepts the Location in its present condition. Permittee  
9 may not alter any Location, unless approved in writing and in advance by the Director. The  
10 Department has no obligation to improve or alter any Location, nor to provide any utilities  
11 or services to the Location.

12 12. FURNISHINGS/EQUIPMENT/LABOR. Permittee shall provide, at  
13 Permittee's own cost and expense, all labor, items, furnishings, supplies, equipment, food  
14 and the like necessary for its operation hereunder. Permittee shall obtain the approval of  
15 the Director or his designee prior to Permittee's use of any furnishings, supplies, equipment  
16 or the like. Permittee shall maintain its furnishing, supplies, equipment and the like in a  
17 neat, clean and safe condition. Equipment includes, but is not limited to, tables and chairs,  
18 bounce houses, and generators.

19 13. PORTABLE TOILETS AND HANDWASHING STATIONS. To limit  
20 overuse and crowding in Location restrooms, Permittee, upon City request, shall be  
21 required to provide chemical or portable toilets and handwashing stations at Location  
22 based on size of attendance and as may be required by the City's Environmental Health  
23 Bureau and the Office of Special Events.

24 14. PROHIBITED SERVICES/EQUIPMENT. Carnival rides, mechanical  
25 rides, climbing walls, laser tag or gun related activities (i.e. air soft, Nerf, and foam blasters),  
26 inflatable Zorb/Hamster/Bumper/Bubble/Orbz balls, and gambling are prohibited. In  
27 addition, dunk tanks, water balloons, waterslides, and games requiring the use of  
28 Department-provided water are prohibited. Inflatable rock walls are approved only if

1 provided directly by the Permittee or through a Department-permitted moon bounce  
2 vendor.

3 15. ADVANCED APPROVAL REQUIRED. The following items and  
4 services may be allowed but will require advance written approval by the Director or  
5 designee:

6 a. Canopies and Tenting: Any tent over 400 square feet, with one or  
7 more sides, or any canopy, over 700 square feet with no sides, which includes the  
8 aggregate area of multiple canopies placed side by side without a 12-foot fire clearance  
9 break, must obtain a permit from the Long Beach Fire Department.

10 b. Risers/Staging: Risers and stages over six (6) inches high must be  
11 approved in advance and in writing by the Director. Stages thirty (30) inches high or over,  
12 and/or stages with an overhead lighting truss framework require a building permit from  
13 Long Beach Development Services. All stages require a disabled access ramp.

14 c. Movie Screens: Movie screens must be approved in advanced and in  
15 writing by the Director. Movies must be family friendly entertainment and approved in  
16 advanced and in writing by the Director.

17 d. Animal-Related Services: Pony rides, petting zoos, and animal-led  
18 hayrides, etc., may be allowed under certain conditions and with a separate permit  
19 obtained in advance from Long Beach Animal Care Services.

20 e. Food and Game Trucks: Secured food and game trucks must park in  
21 a legal vehicle parking area, approved by the Department. If operating in El Dorado  
22 Regional Park, food and game trucks providers must pay a \$35 bus gate entry fee to enter  
23 the Regional Park.

24 f. Alcohol: Alcoholic beverages and products are not permitted, unless  
25 separately permitted through the City's Office of Special Events and Filming, approved in  
26 advance and in writing by the Director, and as approved by the Parks and Recreation  
27 Commission.

28 a. Unless separately permitted and approved, Permittee shall use

1 Permittee's best efforts to prohibit said items at a designated site or at any location in any  
2 park.

3 16. EL DORADO REGIONAL PARK GATE ENTRY FEE. All Permittee  
4 vehicles entering the El Dorado Regional Park (Regional Park) must pay the vehicle entry  
5 fees as posted at the Regional Park entrance gate. Regional Park annual parking passes  
6 are available for purchase.

7 17. UTILITIES. The Department shall not, nor is obligated to, provide any  
8 utilities, such as water and electricity, etc., to Permittee or their Service, unless approved  
9 in advance and in writing by the Director.

10 18. LOCATION DAMAGE OR ALTERATION. With the exception of  
11 ordinary wear and tear, Permittee shall be liable for any and all loss, injury or damage to  
12 the Location when providing Services, by or on account of any act or omission by  
13 Permittee, Permittee's officers, partners, employees, agents, invitees, or parties. To limit  
14 liability and preserve park turf and irrigation lines, Permittee shall not drive on Location turf  
15 to provide services or deliver equipment, unless approved in advance by the Director.

16 19. AMPLIFIED MUSIC/SOUND. Amplified music (e.g. Disk Jockey) and  
17 public address (P.A.) systems are allowed in reserved areas of parks where a picnic permit  
18 may be issued through the Department's Reservation Office or other locations that may be  
19 approved by the Director. Amplified music or noise which disturbs the peace of any person  
20 or neighborhood is prohibited by Long Beach Municipal Code, Section 16.16.010.

21 20. OTHER PERMITS AND LICENSES. Permittees shall obtain and  
22 maintain all state and local permits and licenses, etc. that may be required, including City  
23 of Long Beach Business Licenses, Health Department, Fire Department and Animal Care  
24 Services permits, and follow all state, county and City of Long Beach health orders.

25 21. INDEMNITY. Permittee shall indemnify and hold harmless the City,  
26 its Boards, Commissions, and their officials, employees and agents (collectively in this  
27 Section "City") from and against any and all liability, claims, demands, damage, causes of  
28 action, proceedings, penalties, loss, costs, and expenses (including attorney's fees, court

1 costs, and expert and witness fees)(collectively "Claims" or individually "Claim"). Claims  
2 include allegations and include by way of example but are not limited to: Claims for property  
3 damage, personal injury or death arising in whole or in part from any negligent act or  
4 omission of Permittee, its officers, employees, agents, or anyone under Permittee's control  
5 (collectively "Indemnitor"); Permittee's breach of this Agreement; misrepresentation; willful  
6 misconduct; and Claims by any employee of Indemnitor relating in any way to worker's  
7 compensation. Independent of the duty to indemnify and as a free-standing duty on the  
8 part of Permittee, Permittee shall defend City and shall continue such defense until the  
9 Claim is resolved, whether by settlement, judgment or otherwise. Permittee shall notify the  
10 City of any claim within ten (10) days. Likewise, City shall notify Permittee of any claim,  
11 shall tender the defense of such claim to Permittee, and shall assist Permittee, as may be  
12 reasonably requested, in such defense.

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

18 (a) Commercial general liability insurance (equivalent in scope to ISO  
19 form CG 00 01 11 85 or CG 00 01 10 93)(including products and at least Fifty Thousand  
20 Dollars [\$50,000] fire legal liability) in an amount not less than One Million Dollars  
21 (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.  
22 Such coverage shall include but not be limited to broad form contractual liability, cross  
23 liability, independent contractors liability, and products and completed operations liability,  
24 and at least \$50,000 fire legal liability. The City, its officials, employees and agents shall  
25 be named as additional insureds by endorsement (on an endorsement equivalent in scope  
26 to ISO form CG 20 12 11 85 or CG 20 26 11 85), and this insurance shall contain no special  
27 limitations on the scope of protection given to the City, its officials, employees and agents.

28 (b) If, in accordance with Section 15.f., service of alcohol is allowed, liquor

1 liability insurance in an amount not less than One Million Dollars (\$1,000,000) per  
2 occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such coverage shall  
3 include the City, its officials, employees and agents as additional insureds.

4 (c) Workers' compensation insurance as required by the California  
5 Labor Code and employer's liability insurance in an amount not less than One Million  
6 Dollars (\$1,000,000) per accident. The policy shall be endorsed with a waiver of the  
7 insurer's right of subrogation against the City of Long Beach, its boards, its insurers, and  
8 their officials, employees, and agents.

9 (d) Commercial automobile liability insurance (equivalent in scope to ISO  
10 form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not less than Five  
11 Hundred Thousand Dollars (\$500,000) combined single limit per accident.

12 b. Any self-insurance program, self-insured retention, or deductible must  
13 be separately approved in writing by City's Risk Manager or designee and shall protect the  
14 City, its officials, employees and agents in the same manner and to the same extent as  
15 they would have been protected had the policy or policies not contained retention  
16 provisions. Each insurance policy shall be endorsed to state that coverage shall not be  
17 suspended, voided or canceled by either party except after thirty (30) days prior written  
18 notice to City, and shall be primary and not contributing to any other insurance or self-  
19 insurance maintained by City, its officials, employees and agents.

20 c. Permittee shall require that all contractors and sub-concessionaires  
21 which Permittee uses in the performance of services under the Permit maintain insurance  
22 in compliance with this Section unless otherwise agreed in writing by City's Risk Manager  
23 or designee.

24 d. Prior to the start of performance under the Permit, Permittee shall  
25 deliver to City certificates of insurance and required endorsements, including any insurance  
26 required of Permittee's contractors and sub-concessionaires, for approval as to sufficiency  
27 and form. The certificates and endorsements shall contain the original signature of a  
28 person authorized by that insurer to bind coverage on its behalf. In addition, Permittee

1 shall, at least thirty (30) days prior to expiration of the insurance required hereunder, furnish  
2 to the City certificates of insurance and endorsements evidencing renewal of such  
3 insurance. City reserves the right to require complete certified copies of all policies of  
4 Permittee or Permittee's contractors or sub-concessionaires, at any time. Permittee shall  
5 make available to the City all books, records and other information relating to the insurance  
6 coverage required herein during normal business hours.

7 e. Any modification or waiver of the insurance requirements herein shall  
8 only be made with the written approval of the City's Risk Manager or designee. Not more  
9 frequently than once a year, the City's Risk Manager or designee may require that  
10 Permittee, Permittee's contractors and sub-concessionaires change the amount, scope or  
11 types of coverages required herein if, in his or her sole opinion, the amount, scope, or types  
12 of coverages herein are not adequate.

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

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

20 24. STANDARDS OF SERVICE. Permittee shall conduct the concession  
21 in a manner acceptable to the Director and shall maintain a level of quality and safety  
22 acceptable to the Director.

23 25. CLEANLINESS. Permittee shall keep the designated sites clean and  
24 sanitary and in a condition satisfactory to the Director. No offensive or refuse matter, no  
25 substance constituting a fire hazard and no hazardous material as that term is defined  
26 under federal or state law shall be deposited on or remain on a site. All refuse and waste  
27 material created by Permittee's operations shall be removed daily and at the conclusion of  
28 the Permitted Service in plastic bags ten mils or thicker. Waste food and garbage shall be

1 deposited in large container trash bins provided by City. Permittee must provide additional  
2 trash bags for any overflow.

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

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

13 28. ASSIGNMENT. Permittee shall not assign Permittee's rights or  
14 delegate its duties hereunder, or any interest herein, or any portion hereof, without the prior  
15 written approval of the Director. Any attempted assignment or delegation shall be void and  
16 confer no rights or privileges on the assignee or delegate.

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

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

1           31. POSSESSORY INTEREST. This Permit may create a possessory  
2 interest subject to taxation and, if so, Permittee shall pay said tax prior to delinquency.  
3 Evidence of payment shall be given to City upon demand.

4           32. CITY WORK AT SITE. City reserves the right to do any work at a  
5 designated site for its preservation, maintenance and operation. City shall give Permittee  
6 notice when such work is necessary provided, however, that if an emergency exists as  
7 determined by the City, City shall not be required to give notice in accordance with Section  
8 26 hereof. Permittee shall adjust Permittee's operations so City may proceed expeditiously  
9 with City's work.

10          33. NOTICE. Notice shall be in writing and personally served or deposited  
11 in the U. S. Postal Service, first class, postage prepaid to the Director at 2760 Studebaker  
12 Road, Long Beach, California 90815; and to Permittee at the address first stated above.  
13 Change of address shall be given in the same manner as stated herein for notice. Notice  
14 shall be deemed given on the date deposited in the mail or on the date personal service is  
15 obtained, whichever first occurs.

16          34. NO WAIVER. The acceptance of any payment by City shall not  
17 operate as a waiver of any provision of this Permit, or of any right to indemnity. The waiver  
18 of any violation or noncompliance of this Permit, if given, shall be in writing and shall not  
19 constitute a waiver of any other or subsequent violation or noncompliance.

20          35. ALTERATIONS. Permittee shall not make any alterations, additions,  
21 modifications or improvements to any designated site without the prior written approval of  
22 the Director. Permittee shall pay the cost of any approved alterations, additions,  
23 modifications or improvements. If said alterations, additions, modifications or  
24 improvements are of a permanent nature, they shall become the property of the City at the  
25 expiration or sooner revocation of this Permit.

26          36. TERMINATION: Either party may terminate the Permit for any reason  
27 with thirty (30) days advance written notice to the other party.

28          37. CONTINUATION. Termination or expiration of this Permit shall not

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 W. Ocean Boulevard, 9th Floor  
Long Beach, CA 90802

1 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
2 during the term of this Permit and prior to its termination or expiration.

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

SUMMIT EVENT PRODUCTIONS, INC. a  
California corporation

5  
6  
7 11/1, 2022

By [Signature]  
Name Gary Weckborn  
Title President

9  
10 \_\_\_\_\_, 2022

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

"Permittee"

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

13  
14  
15 Dec. 22<sup>nd</sup>, 2022

By [Signature]  
Director

"City"

18  
19 This Permit is approved as to form on November 1st, 2022.

20 CHARLES PARKIN, City Attorney

21  
22 By [Signature]  
Deputy