

**SOUTH BAY FAMILY HEALTHCARE CENTER
CITY OF HERMOSA BEACH
NON-PROFIT EVENT CONTRACT**

This contract is entered into on **October 22, 2002**, at Hermosa Beach, California by and between the **SOUTH BAY FAMILY HEALTHCARE CENTER (SBFHC)**, a non-profit organization and the **CITY OF HERMOSA BEACH (CITY)** with regards to **‘WORLD AIDS DAY’** on **DECEMBER 1, 2002**.

FEES

Event fees shall be waived.

SBFHC shall pay direct costs for Police, Fire and Public Works at actual hourly rates.

All predetermined fees shall be paid two weeks prior to event.

All unanticipated costs incurred by the City on behalf of the event shall be paid within 15 days of receiving an invoice from CITY.

LOCATION

- On Lower Pier Avenue (Entertainment and Stage)
- Parking Lot B (entertainment and event organizer parking)

SECURITY

CITY shall provide as many Fire/Paramedic personnel for the event as deemed necessary by the Fire Chief.

SBFHC shall assume cost of Police Officers and Fire/Paramedic personnel.

SBFHC shall be required to obtain approval from the Fire Chief of stage layout on lower Pier Avenue and the Pier.

SBFHC shall maintain a continuous twenty-foot (20') fire lane in the areas as specified by the Fire Chief. CITY reserves the right to amend site plan as necessary for emergency access and fire safety purposes.

CLEAN-UP

SBFHC maintenance service shall be responsible for removing all event related trash outside the CITY following the event.

SBFHC shall be responsible to provide adequate trash receptacles at lower Pier Avenue.

INSURANCE

At least ten (10) days prior to the event, SBFHC shall provide CITY a Certificate of insurance providing personal injury and property damage liability insurance naming CITY, and County of Los Angeles, their officers, employees and agents as additional insured with a minimum coverage of **2 million combined single limit coverage**. Insurance is to be placed with insurers with a current AM Best's rating of no less than A:VII. Said insurance shall not be canceled or altered without 30 days notice in writing to CITY and County.

SBFHC insurers shall be primarily responsible for any and all liability resulting or arising from the performance of the contract and CITY and County and their insurers shall not be required to contribute.

For insurance purposes, the event area shall be defined to include any and all areas occupied or affected by the event.

SBFHC agrees to defend, indemnify, and hold CITY harmless from and against any and all liability and expense, including defense costs and legal fees, caused by the negligent or wrongful act or omission of SBFHC, its agents, officers and employees, including, but not limited to, personal injury, bodily injury, death and property damage.

PARKING

SBFHC shall be required to post temporary "No Parking" signs 24-72 hours in advance of event (as directed by CITY), and be responsible for the removal of signs on final event day. SBFHC shall use plastic cable ties to secure the signs.

At no time may SBFHC block emergency vehicle access. Parking privileges may be revoked at anytime by CITY.

SPECIAL EVENTS

CITY shall review all requests for any special events to be held as part of said event. CITY shall have the right to deny any and all requests.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF SBFHC

SBFHC is responsible to ensure that all relevant Health Department and CITY codes are adhered to.

SBFHC will be required to obtain an amplification permit.

Event shall be conducted in compliance with CITY Noise Ordinances. Ordinances are on file at the Department of Community Resources.

SBFHC will be solely responsible for event management.

SBFHC will notify all impacted residents/merchants about the event.

SBFHC will abide by any additional policies or appropriate fees as established by CITY.

CITY reserves the right to review and approve all event activities and display.

CITY RESERVES THE RIGHT TO AMEND AND/OR TERMINATE THIS CONTRACT AT ANY TIME.

CITY OF HERMOSA BEACH

Mayor

Date

APPROVED AS TO FORM

City Attorney

Date

DEPARTMENT OF COMMUNITY RESOURCES

Director

Date

SOUTH BAY FAMILY HEALTHCARE CENTER

Director of Operations

Date

ATTEST

City Clerk

Date