

**SPORTS ENDEAVORS, INC. (EVP TOUR)
CITY OF HERMOSA BEACH
COMMERCIAL BEACH EVENT CONTRACT**

This contract is entered into on **March 25, 2003**, at Hermosa Beach, California by and between **SPORTS ENDEAVORS, INC. (EVP TOUR)**, a Sporting Events Promoter, and the **CITY OF HERMOSA BEACH (CITY)** with regards to the **PRO AM BEACH VOLLEYBALL TOURNAMENT** on **JUNE 21, 2003**.

FEES

Permit fee shall be \$2,107 per event plus set up/tear down fee of \$200 per day and other CITY fees as required.

The \$500 application deposit will be applied toward the permit fee and will be refunded only if the permit request is denied by CITY.

All predetermined costs/fees shall be paid two weeks prior to the tournament.

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

LOCATION

- On Beach, North of the Pier
- Tournament operations and staging are subject to change if necessary due to CITY construction.

SECURITY

CITY shall establish a command post in the immediate vicinity of the tournament. The command post shall be staffed at all times with one (1) representative of the Hermosa Beach Police Department and (1) one representative of EVP TOUR.

EVP TOUR shall provide no less than four (4) unarmed security officers. Said officers shall wear identifiable uniforms that indicate a separate identity from other tournament staff.

A representative of the security staff shall meet with the Hermosa Beach Police Department Watch Commander prior to the tournament for a pre-event briefing.

The private security staff shall be responsible primarily for informing spectators of CITY'S alcohol ordinance.

CITY shall provide Officers for each day of the event as follows: One **(1) Officer** from 10:00 a.m. - 6:00 p.m., or as many Officers as deemed necessary by the Chief of Police.

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

Cost of officers and Fire/Paramedic personnel shall be assumed by EVP TOUR

CLEAN -UP

EVP TOUR shall use a professional maintenance service to clean the following areas each day of the tournament:

- The Beach and Strand (impacted area)
- Pier Avenue (impacted area)

The maintenance service shall be responsible for hauling the trash outside the CITY following the tournament.

EVP TOUR shall provide additional trash receptacles at the following locations:

- Beach (impacted area)
- Strand (impacted area)
- And, additional trash receptacles as CITY requires

EVP TOUR shall provide: Three (3) portable toilets that include one (1) handicap toilet at the base of the Pier on the south side. CITY staff will determine if additional toilets or trash receptacles are needed.

EVP TOUR shall take the necessary steps to encourage participants and require sponsors to use recycling bins for appropriate materials. EVP TOUR shall make arrangements for such bins.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS SERVICES

CITY shall make any necessary contacts on behalf of the event with the Los Angeles County Department of Beaches and Harbors.

EVP TOUR shall assume all costs for any additional lifeguards each day of tournament if required by Los Angeles County Lifeguards.

If EVP TOUR desires any County services, they must process their request through CITY. Any costs for County services will be borne by EVP TOUR

INSURANCE

At least ten (10) days prior to the event, EVP TOUR 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 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.

EVP TOUR 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.

EVP TOUR agrees to defend, indemnify, and hold CITY and County of Los Angeles 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 EVP TOUR its agents, officers and employees, including but not limited to, personal injury, bodily injury, death and property damage.

CO-SPONSORS

A fee of \$100 each shall be charged for all co-sponsors with each co-sponsor permitted one display booth. All co-sponsors must meet with CITY approval prior to the event.

ADVERTISING

EVP TOUR shall be required to make announcements informing spectators of CITY'S alcoholic beverage ordinance as deemed necessary by Hermosa Beach Police. Signage regarding the CITY'S alcohol ordinance shall be required by EVP TOUR. CITY staff shall determine criteria for size, wording and locations for posting.

All sponsor signs, props, product facsimiles, etc. deemed necessary by EVP TOUR to identify the event, shall be approved as to location and content by CITY. CITY will not unnecessarily deny said approval and will not curtail certain constitutional rights of EVP TOUR

CITY shall permit two (2) street banners to be posted for tournament. Cost of installation shall be the responsibility of EVP TOUR

CITY shall permit EVP TOUR to display six (6) large replicas of their product. CITY staff shall have final approval of said replicas and determine location.

PARKING

EVP TOUR 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. EVP TOUR shall use plastic cable ties to secure the signs.

At no time may EVP TOUR 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 the tournament. CITY shall have the right to deny all requests.

CITY Council must approve any/all requests for bands/concerts prior to the event.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF CITY

CITY reserves the right to use the stadium for civic or recreational events or activities.

CITY shall allow EVP TOUR the opportunity to sell official EVP TOUR concession items per certain conditions:

- No food or beverage concessions shall be permitted on the Beach or in the Pier Plaza area,
- Free sampling booths will be permitted on the beach, per City conditions and Health Department approval,
- All concession items must be approved by CITY prior to event.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF EVP TOUR

EVP TOUR shall be responsible to obtain all necessary County and State health permits as required.

EVP TOUR will be required to obtain an amplification permit from CITY.

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

EVP TOUR will be solely responsible for event management.

EVP TOUR shall provide barricades and cones for use at pre-approved street closures and other areas as deemed necessary by CITY staff.

EVP TOUR shall designate area for spectators to store alcoholic beverages.

EVP TOUR will abide by any additional policies or appropriate fees as established by the CITY.

EVP TOUR shall be responsible for all prize money, equipment, sound system and necessary personnel for conducting said tournament.

EVP TOUR shall only set up/tear down between the hours of 8:00 a.m. and 9:00 p.m. on scheduled days.

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

SPORTS ENDEAVORS, INC.

Director of Operations

Date

ATTEST

City Clerk
