

**SO. CAL FOUNDATION FOR CHILDREN
BEACH VOLLEYBALL TOURNAMENT
SPECIAL EVENT CONTRACT**

This contract is entered into on March 25, 2003, at Hermosa Beach, California by and between **SO. CAL. FOUNDATION FOR CHILDREN**, a non-profit organization, and the **CITY OF HERMOSA BEACH (CITY)** with regards to a **BEACH VOLLEYBALL TOURNAMENT** on **SATURDAY, JULY 19th, 2003**.

FEES

The So. Cal. Foundation for Children shall pay for any direct City staff costs associated with monitoring the event.

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

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

Per participant/spectator fees are waived.

LOCATION

Competition on Beach, North of the Pier.

POLICE/FIRE/SECURITY

CITY shall provide Officers for the event if the Chief of Police determines that Officers are necessary to ensure event safety.

CITY shall provide Fire/Paramedic personnel for the event if the Fire Chief determines that it is necessary to ensure event safety.

All costs of the Officers and Fire/Paramedic personnel shall be assumed by the So. Cal. Foundation for Children.

CLEAN-UP

The So. Cal. Foundation for Children shall be responsible to clean all areas occupied or affected by the event.

The So. Cal. Foundation for Children shall be responsible for hauling the trash collected outside CITY at end of event.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS SERVICES

The So. Cal. Foundation for Children shall assume all costs for any additional lifeguards each day of tournament if required by Los Angeles County Lifeguards.

CITY shall make any necessary contacts on behalf of the event with the Los Angeles County Department of Beaches and Harbors. If So. Cal. Foundation for Children desires any County

services, they must process their request through CITY. Any costs for County services will be borne by So. Cal. Foundation for Children.

INSURANCE

At least ten (10) days prior to the event, So. Cal. Foundation for Children 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** for both dates. 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.

The So. Cal. Foundation for Children 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.

The So. Cal. Foundation for Children 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 So. Cal. Foundation for Children, its agents, officers and employees, including, but not limited to, personal injury, bodily injury, death and property damage.

ADVERTISING

CITY shall permit street banners to be posted for the event. Cost of installation shall be borne by So. Cal. Foundation for Children.

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.

The So. Cal. Foundation for Children shall abide by all CITY rules and regulations for special events.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF USSF

The So. Cal. Foundation for Children shall provide CITY with copies of signed waiver forms from all event participants.

The So. Cal. Foundation for Children 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.

The So. Cal. Foundation for Children will be solely responsible for event management.

The So. Cal. Foundation for Children will notify all affected residents/merchants about the competition and festival.

The So. Cal. Foundation for Children will abide by any additional policies or appropriate fees as established by CITY.

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

DIG FOR KIDS FOUNDATION So. Cal. Foundation for Children

Director of Operations

Date

SO. CAL. FOUNDATION FOR CHILDREN

Date

ATTEST

City Clerk

Date