

**MESP
CITY OF HERMOSA BEACH
COMMERCIAL BEACH EVENT CONTRACT**

This contract is entered into on **March 25, 2003** at Hermosa Beach, California by and between **MESP (Michael Epstein Sports Productions)**, a Sporting Events Promoter, and the **CITY OF HERMOSA BEACH (CITY)** with regards to **TRIATHLON AND FESTIVAL** on **OCTOBER 12, 2003**.

FEES

Permit fee shall be \$2,107 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 event.

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

LOCATION

- Pier Plaza
- Base of Pier
- On Beach, North and South of the Pier
- Strand
- Triathlon Route (See attached diagram)
- Event 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 one (1) representative of MESP.

CITY shall provide Officers for the event as follows: **Fourteen (14) Officers (average of 2-4 hours)** from 7:00 a.m., or as many Officers as deemed necessary by the Chief of Police.

CITY may require MESP to provide additional unarmed security guards and the cost shall be borne by MESP.

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 MESP.

CLEAN-UP

MESP shall use a professional maintenance service to provide additional trash receptacles (at the following locations), clean the area, and haul the trash outside CITY following the event:

- Pier Avenue (impacted area)

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

MESP shall use Consolidated Waste to provide: One (1) 3 yard trash bin on 11th Street at Beach Drive and six (6) portable toilets that includes one (1) handicap toilet at the base of the Pier on the south side. CITY staff will determine if additional toilets are needed.

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.

MESP shall assume all costs for any additional lifeguards each day of event if required by Los Angeles County Lifeguards. The County shall have the authority to cancel or re-route the swim portion of the race depending on surf conditions. CITY requires written confirmation from the County on the number of Lifeguards needed to ensure maximum safety for the swim portion of the event.

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

INSURANCE

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

MESP 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 all areas occupied or affected by the event.

MESP 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 MESP its agents, officers and employees, including, but not limited to, personal injury, bodily injury, death and property damage.

All participants will be required to show waivers on behalf of CITY. MESP will assume full responsibility for ensuring the waivers are signed by said participant and shall assume cost for reproduction of waivers.

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 event.

ADVERTISING

All sponsor signs, props, product facsimiles, deemed necessary by MESP 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 MESP.

CITY shall permit two (2) street banners to be posted for the event. Cost of installation shall be the responsibility of MESP.

PARKING

MESP shall be required to post temporary "No Parking" signs along the race course where appropriate 72 hours in advance of event (as directed by CITY) and be responsible for reposting as required, as well as, removal of signs on event day. MESP shall use plastic cable ties to secure the signs.

MESP shall be required to direct participant parking in CITY lots through advertising and race flyers.

All costs to reserve parking will be paid by MESP.

At no time may MESP 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 contracted event. 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 shall allow MESP the opportunity to sell official MESP concession items pursuant to certain conditions:

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

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF MESP

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

MESP will be required to obtain an amplification permit from CITY.

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

MESP will be solely responsible for event management.

MESP shall be responsible for the protection of lower Pier (plaza) surface, per the Department of Public Works.

MESP shall notice all affected residents and businesses of race. CITY staff shall determine areas to be noticed.

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

MESP shall provide adequate detour signs to identify alternate driving routes through the CITY.

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

MESP shall be responsible for all prize money, equipment, sound system and personnel necessary for conducting such an event.

MESP 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

MESP

Director of Operations

Date

ATTEST

City Clerk

Date