San Diego Unified Port District Document No. 68854 Filed AUG 3 1 2018 Office of the District Clerk

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AGREEMENT BETWEEN SAN DIEGO UNIFIED PORT DISTRICT and STAY CLASSY SAN DIEGO, LLC

The parties to this agreement ("Agreement") are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District") and STAY CLASSY SAN DIEGO, LLC, a Texas limited liability company ("SCSD"). The District and SCSD may from time to time hereinafter be referred to singularly as, "Party", and collectively as, the "Parties."

Recitals:

WHEREAS, the District's mission includes activating the waterfront with special events that engage a wide range of audiences and enhance the waterfront experience throughout the year; and

WHEREAS, SCSD has contacted the District with a concept for partnering with the District on a world-class multi-venue public entertainment event with a unique mix of music, artisans, culinary offerings, a variety of activities and attractions, and opportunities for District tenants to participate; and

WHEREAS, SCSD desires to create and produce this high-profile multi-day event on District tidelands on the downtown waterfront of San Diego, California from Friday, November 22 to Sunday, November 24, 2019, the weekend prior to the Thanksgiving holiday when tourism to the San Diego region is typically low; and

WHEREAS, SCSD desires for the District to provide certain sponsorship services for this special event which will become the premier waterfront festival, of a unique scope and scale, herein referred to as the San Diego Festival 2019, in exchange for SCSD producing the event, and providing the District with a percentage of ticket revenue as well as certain promotional and community engagement considerations; and

WHEREAS, the District and SCSD now desire to enter into an agreement to set forth the terms and conditions upon which the District will provide SCSD with certain sponsorship funding and perform certain services in exchange for SCSD producing the



premier San Diego Festival 2019, and providing the District with certain promotional and community engagement considerations resulting from San Diego Festival 2019.

NOW THEREFORE, for valuable consideration receipt of which is hereby acknowledged, the Parties agree as follows:

- <u>TERM OF AGREEMENT</u>. This Agreement shall commence on August 31, 2018 and shall terminate on February 29, 2020, subject to earlier termination as provided herein ("Term").
- 2. <u>PRODUCTION OF SAN DIEGO FESTIVAL 2019</u>. SCSD shall produce a consecutive 3-day San Diego Festival 2019 event from November 22-24, 2019 in the locations shown on <u>Exhibit A</u>, attached hereto and incorporated herein by reference ("Premises"), in a configuration mutually agreed upon by the District and SCSD and subsequently appended to this Agreement as Exhibit A-1 ("San Diego Festival 2019 Event Layout") when completed.
- 3. SCOPE OF SERVICES & REMITTANCES. SCSD shall provide to the District all of the services and remittances set forth in Exhibit B, Scope of Services & Remittances, attached hereto and incorporated herein by reference. No later than June 30, 2019, SCSD shall deliver to the District a draft schedule for San Diego Festival 2019 which schedule shall include, at a minimum, scheduling for all of the services set forth in Exhibit B to be performed by SCSD ("San Diego Festival 2019 Schedule"). SCSD shall work with the District in good faith to finalize the content and execution of the services to be performed by SCSD for the District as part of San Diego Festival 2019. SCSD shall keep the Executive Director of the District or her designated representative informed of the progress of said services at all times during the Term through progress reports in a format and on a schedule as the District directs, not to exceed one per month. Progress reports shall include any changes to the San Diego Festival 2019 Schedule and shall identify problem areas and important issues that may affect the San Diego Festival 2019 Schedule. The District shall have the right, in its reasonable

discretion, to disapprove any changes in the dates of San Diego Festival 2019, any changes to the content and execution of the services that are part of the services to be provided by SCSD to the District as part of San Diego Festival 2019, and any changes to the configuration of San Diego Festival 2019 as depicted in the San Diego Festival 2019 Event Layout.

4. <u>SCOPE OF SPONSORSHIP AND SERVICES</u>. In consideration for SCSD's completion of the production of San Diego Festival 2019 and SCSD's delivery of the Services and Considerations listed in Exhibit B, the District shall: (i) waive the District Permit fees for use of the Premises in an amount not to exceed Two Hundred and Nineteen Thousand Dollars (\$219,000) ("Permit Fees"); and (ii) waive the service fees for the services of the San Diego Harbor Police in an amount up to One Hundred and Fifteen Thousand Dollars (\$115,000) ("HPD Fees"); and (iii) waive up to Sixteen Thousand Dollars (\$16,000) for District staff services to conduct consistency review and processing of Coastal Act ("Coastal") permits for San Diego Festival 2019 event ("Coastal Fees"). The Permit Fees, HPD Fees, and Coastal Fees are collectively referred to herein as the "Sponsorship." SCSD is responsible for all other costs associated with the San Diego Festival 2019 including any deposits required by the District, to be determined at the District's discretion.

In addition to the Sponsorship, provided SCSD has furnished the District with all information needed and requested, the District will provide Marketing & Advertising Support for San Diego Festival 2019 consisting of: (a) District staff to use commercially reasonable efforts to coordinate with the San Diego Tourism Authority staff to promote San Diego Festival 2019 to travel writers and major print and broadcast media; (b) District to promote San Diego Festival 2019 through District's Facebook[™] page and Twitter[™] page using tagging handles recommended by SCSD and reasonably acceptable to the District to include San Diego Festival 2019 in the "Upcoming Events" section of its website at portofsandiego.org and on its Facebook[™] page and provide links to SCSD's

designated website for further information (collectively, "Marketing & Advertising Support"). Provided SCSD has furnished the District with all information needed and requested, the District will also provide Communications & Publicity Inclusion for the San Diego Festival 2019 consisting of: (a) no later than September 20, 2019 the District will generate and distribute a news release specific to San Diego Festival 2019 that showcases the District's role in supporting San Diego Festival 2019, along with details for San Diego Festival 2019 (i.e., date, times, and location) for members of the public who may be interested in attending San Diego Festival 2019; and (b) the District to include references to San Diego Festival 2019 in all E-blast distributions to the subscribers on the District's distribution lists for Communications & Publicity Inclusion"). The Marketing & Advertising Support and Communications & Publicity Inclusion are collectively referred to herein as, the "Media Services", and together with the Sponsorship shall collectively be referred to herein as, the "Sponsorship & Services".

Subject to the conditions set forth in this Agreement and provided this Agreement has not been terminated, the District agrees to deliver to SCSD the Sponsorship described herein on the dates agreed upon by the Parties, in support of the San Diego Festival 2019 event, a number of which will be in advance of the delivery of the entirety of the services by SCSD as set forth in Attachment B.

- a. There shall be no changes to the configuration of the San Diego Festival 2019 Event Layout that impact sound direction or level, coastal access, availability of public parking, water or air quality that have not been approved by the District in writing, in its sole and absolute discretion; and
- b SCSD shall have executed and delivered to the District a "Public Park Large/Corporate Event Permit Application" ("Permit") for the use of all park spaces and open space in the District's jurisdiction and a Broadway Pier & Pavilion Event Application and Agreement for the use of space on the District's Broadway Pier that will be utilized by SCSD in conjunction with San Diego Festival 2019, in a form acceptable to the District in its sole and

reasonable discretion and substantially in the form attached hereto as <u>Exhibit C</u> and <u>Exhibit D</u> and incorporated herein by reference; and

 SCSD shall deliver to the District a Letter of Credit in the amount of \$50,000 as a security deposit to the District.

The conditions set forth in items (a)-(c) above are for the benefit of the District and may only be waived by the District. The District expressly reserves the right to deny any consent and approvals required for items (a)-(c) above in its sole and absolute discretion without any liability to the District. In the event SCSD fails to satisfy any of the conditions set forth in items (a)-(c) above on or prior to May 31, 2019, the District may elect not to provide to SCSD any of the remaining District services in its sole and absolute discretion. Moreover, in the event that the District does advance the Sponsorship Funding to SCSD, either with or without completion of the conditions set forth in items (a)-(c) above, SCSD agrees to immediately return the Sponsorship Funding in whole to the District, without any further notice from the District, if this Agreement is terminated pursuant to Section 19.

5. FINANCIAL STATEMENTS AND RECORDS.

- a. SCSD shall maintain full and complete books of account, records, financial statements, income and other tax forms and documentation related to San Diego Festival 2019. SCSD shall keep or cause to be kept accurate and complete records and double entry books of account of all financial transactions related to its gross ticket sales and value of complimentary tickets and admissions distributed in pursuance of San Diego Festival 2019 ("Ticket Records."). Ticket Records shall be open to inspection of the District at all reasonable times in the City of San Diego.
- b. Ticket Records shall be maintained by SCSD for a period of three (3) years after completion of San Diego Festival 2019 or until all disputes,

appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

- c. SCSD understands and agrees that after completion of San Diego Festival 2019 the District shall have the right to audit all ticket sale records, whether or not final, which SCSD or anyone else associated with San Diego Festival 2019 has prepared or which relate to San Diego Festival 2019 regardless of whether such records have previously been provided to the District as part of Ticket Records. At its sole cost and expense, SCSD shall provide District with copies of all such records within five (5) business days of a written request by the District. District's right shall also include inspection at reasonable times of the SCSD's office or facilities, which are engaged in the performance of services pursuant to this Agreement. SCSD shall, at no cost to the District, furnish reasonable facilities and assistance for such review and audit.
- By January 15, 2020, SCSD shall render to the District, in a form d. prescribed by the District, a detailed report of SCSD's total gross ticket income and value of complimentary tickets and admissions for San Diego Festival 2019. The report shall be signed by an authorized representative of SCSD under penalty of perjury and shall, at a minimum, include (i) the total gross income for San Diego Festival 2019 itemized as to each of the business categories for which the District will receive a financial consideration as part of the Services & Remittances; (ii) a detailed accounting of ticket sales including but not limited to numbers, classifications and prices of tickets sold; and (iii) calculations of the ticket sales excluded from (ii) above for any of the high end hospitality areas that are related to a pre-existing right to attend San Diego Festival 2019 Concurrently with the delivery of the report described in this Section 5(d), but in no event later than January 31, 2020, SCSD shall deliver to the District payment of any and all financial considerations that are part of the Services & Considerations.

This Section 5 shall survive the expiration or earlier termination of this Agreement.

6. POST-EVENT REPORT. At its sole cost and expense, SCSD shall retain an independent consultant, approved by the District in its reasonable discretion, to prepare a post-event report ("Post-Event Report"), the scope of which is set forth within. The Post-Event Report shall be delivered to the District no later than February 29, 2020. The post-event report shall include the following information related to San Diego Festival 2019: (i) documented room-nights at District tenant and non-tenant hotels, (ii) direct and total economic impact of San Diego Festival 2019 on and off the area within the jurisdiction of the District, (iii) verifiable attendance numbers - both paid and non-paid - at the Premises for San Diego Festival 2019, (iv) detailed promotional impact including value of individual promotional and branding elements, (v) anecdotal accounts of economic impact to local businesses, (vi) SCSD's Ticket Records, and (vii) description of the methodologies used for obtaining all of the foregoing quantitative information. SCSD agrees to provide the independent consultant with any and all information needed by the consultant to prepare and complete the Post-Event Report. This Section 6 shall survive the expiration or earlier termination of this Agreement.

7. <u>SCSD'S CONTRACTORS</u>

- a. SCSD may contract for the performance of certain services required under this Agreement; provided, however, SCSD shall remain responsible to the District for any and all services, considerations and obligations required under this Agreement, whether performed by SCSD or SCSD's contractors. SCSD shall compensate each of SCSD's contractors in the time periods required by law. Any contractors employed by SCSD shall be independent service providers and not agents of District. SCSD shall insure that its contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
- b. SCSD shall also include a clause in its agreements with contractors (not including SCSD's attorneys) that reserves the right, during the

performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit Ticket Records. SCSD

- 8. COMPLIANCE. In performance of this Agreement, SCSD shall comply with all applicable federal, state, regional and local laws, rules and regulations and District policies applicable to the performance of this Agreement and the Premises as they exist now or as may be added or amended, including without limitation, Article 10 of the San Diego Unified Port District Code (Stormwater Management and Discharge Control), the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. SCSD shall also comply with the Political Reform Act provisions of the California Government Code, as applicable. In addition, SCSD acknowledges and agrees that: (a) District makes no representation concerning the applicability of any wage laws, including, but not limited to California Labor Code §§ 1720 through 1815, et seq. ("PWL"). To the extent SCSD intends to perform any construction, alteration, demolition, installation or repair work ("Construction") on the Premises, SCSD warrants and acknowledges that: (1) District is not paying for or subsidizing, in whole or in part, any such Construction; and (2) SCSD shall make its own determination regarding the applicability of any PWL to such Construction. SCSD assumes any and all risk in connection with the application of PWL to any Construction performed on the Premises on behalf of SCSD; and (b) SCSD's violations of PWL shall constitute a default under this Agreement unless such violation is cured in a timely and reasonable manner.
- 9. <u>INDEPENDENT ANALYSIS</u>. In the performance of this Agreement, SCSD shall arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than

the normal contract monitoring provided herein; provided, however, SCSD shall possess no authority with respect to any District decision.

 <u>ASSIGNMENT</u>. SCSD shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express prior written consent of the District in each instance and such consent shall not be unreasonably withheld, omitted or delayed.

11. INDEMNIFY, DEFEND, HOLD HARMLESS

- Duty to Indemnify, duty to defend and hold harmless: To the fullest extent a. provided by law, SCSD agrees to defend, indemnify and hold harmless the District, its agents, officers and employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) and expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including but not limited to, SCSD's officers, agents, contractors, and employees ("Claims"), caused by, arising out of, or related to SCSD's performance of this Agreement, including without limitation, the production of San Diego Festival 2019, the Services & Considerations, or failure to act by SCSD, its officers, agents, contractors and employees. SCSD's duty to defend, indemnify, and hold harmless shall not include any Claims arising from the sole negligence or willful misconduct of the District. The indemnity obligation shall apply for the entire time that any third party can make a claim against or sue the District for liabilities caused by, arising out of, or related to SCSD's performance of this Agreement.
- b. SCSD further agrees that the duty to indemnify, and the duty to defend the District as set forth in Section 11.a above, requires that SCSD pay all attorneys' fees and costs the District incurs associated with or related to enforcing the indemnification provisions, and defending any Claims.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claims. If the District chooses at its own election to

conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claims, SCSD agrees to pay all reasonable attorneys' fees and all costs incurred by the District.

This Section 11 shall survive the expiration or earlier termination of this Agreement.

12. INSURANCE REQUIREMENTS

- a. SCSD shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than One Million Dollars (\$1,000,000) per Occurrence and Aggregate for bodily injury and personal injury; and no less than Two Million Dollars (\$2,000,000) for property damage.

Umbrella or Excess Liability insurance with limits no less than Nine Million Dollars (\$9,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the Commercial General Liability policy.

- (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed Five Thousand Dollars (\$5,000) unless the District has approved of a higher deductible or self-insured retention in writing.
- (b) The Commercial General Liability policy shall be endorsed to include the District, its agents, officers and employees as

additional insureds in the form as required by the District. An exemplar endorsement is attached (<u>Exhibit D</u>, Certificate of Insurance, attached hereto and incorporated herein).

- (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or selfinsurance maintained by the District shall be in excess of SCSD's insurance and shall not contribute to it.
- (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation, statutory limits, is required of SCSD and all contractors (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than One Million Dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
- (4) SCSD's alcohol and liquor provider (Subcontractor) shall provide and maintain Liquor Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence shall be maintained for the sale of alcoholic beverages. Subcontractor shall provide the aforementioned coverage for and Licensee or sponsor

participating in the sale or sampling of alcoholic beverages. Subcontractor shall name the District as an additional insured for Liquor Liability coverage.

- b. SCSD shall furnish the District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A certificate of insurance in the form attached as <u>Exhibit E</u> and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be ten (10) days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least thirty (30) days in advance of policy cancellation. SCSD shall also provide notice to the District prior to cancellation of, or any change in, the stated coverages of insurance.
- c. The certificate of insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the Commercial General Liability coverage.
- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on SCSD or SCSD's contractors or any tier of SCSD's contractors. The District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
- 13. <u>ACCURACY OF SERVICES</u>. SCSD shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not

be responsible for discovering deficiencies therein. SCSD shall correct such deficiencies at no cost or expense to the District. Furthermore, SCSD expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. SCSD shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, San Diego Festival 2019, or any other person related to San Diego Festival 2019, including SCSD or its agents, employees, or contractors.

- 14. <u>NO RELATIONSHIP</u>. SCSD and any agent, employee, or contractor of SCSD shall act in an independent capacity and not as agents, officers or employees of the District. The District assumes no liability for SCSD's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by SCSD. SCSD shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. SCSD disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
- 15. <u>ADVICE OF COUNSEL</u>. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the Parties hereto. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement. The Agreement and the formation, interpretation and performance of this Agreement shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of California.
- 16. <u>INDEPENDENT REVIEW</u>. Each Party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Agreement is being made without reliance upon any statement or representation not

contained herein of any other party, or any representative, agent or attorney of any other party.

- 17. <u>INTEGRATION AND MODIFICATION</u>. Except for the Permits, a copies of which are attached hereto as <u>Exhibit C</u> (Large/Corporate Event Permit, "Permit 1") and Exhibit D (Broadway Pier & Pavilion Special Event Permit, "Permit 2"), collectively referred to as "Permits", this Agreement contains the entire Agreement between the Parties with regard to San Diego Festival 2019 and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Agreement. Except for this Agreement and the Permits, there are no other written or oral understandings between the Parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by each of the Parties hereto.
- 18. <u>OWNERSHIP OF RECORDS</u>. SCSD and the District agree that the Post-Event Report shall be the property of the District, and SCSD from the moment of its preparation, and all of the above mentioned parties shall have the perpetual and worldwide right to use, reproduce, distribute, and create derivative works. SCSD shall not disclose to any public or private person or entity any information regarding the activities of District, except as expressly authorized in advance in writing by the District.
- 19. <u>DEFAULT</u>. Except as expressly provided herein, either Party may terminate this Agreement immediately by notice in writing to the other party if that other party shall commit a breach of the terms, covenants, or conditions of this Agreement or the Permit and fail to remedy such breach complained of (i) within fourteen (14) days of being notified of such breach if such breach occurs anytime during the Term except if breach occurs during the following periods which shall require: seventy two hours (72) between November 1, 2019 November 21, 2019; and twenty four (24) hours' notice between November 22 November 24, 2019; and seventy two (72) hours' notice between November 25 December 15, 2019. Additionally, this Agreement may be terminated by mutual agreement of the

District and SCSD in writing. If the Agreement is terminated by mutual agreement or by the District as a result of a breach by SCSD, SCSD shall immediately, if applicable, remove from the Premises. The District shall further have all other rights and remedies as provided by law. Portions of San Diego Festival 2019 may be canceled by SCSD if it is determined by the District in its reasonable discretion that certain weather conditions do not reasonably allow San Diego Festival 2019 to continueTermination of this Agreement as provided in this paragraph shall release the District from any further obligations, liability and claims hereunder by SCSD.

This Section 19 shall survive the expiration or earlier termination of this Agreement.

20. DISPUTE RESOLUTION

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the Parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the Parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both Parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the arbitration award shall be non-binding and advisory only. Any resultant agreements shall be documented and may be used as the basis for an amendment or directive

as appropriate. On demand of the arbitrator or any Party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a Claim is not timely filed or presented, such Claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such Claims.
- 21. RENDERING OF SERVICES BY DISTRICT. The rendering of any services to SCSD as part of the Sponsorship and Services, pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of any documentation submitted by SCSD, made an exhaustive inspection to check the quality or quantity of the Services & Considerations performed by SCSD, or constitute a waiver of Claims against SCSD by the District. The District may in its sole discretion seek reimbursement from SCSD for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of Services & Considerations performed or negligent conduct by or on behalf of the SCSD. Upon five (5) days written notice to SCSD, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause SCSD to pay the same. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs and to

seek reimbursement of same from SCSD. It is the express intent of the Parties to this Agreement to protect the District from loss because of conduct by or on behalf of the SCSD.

- 22. <u>CAPTIONS; SECTION REFERENCES</u>. All captions to, or headings of, the sections, subsections, paragraphs or sub-paragraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and will not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. Unless otherwise indicated, references in this Agreement to sections, clauses, exhibits, attachments and schedules are to the same contained in or attached to this Agreement and all exhibits, attachments and schedules referenced in this Agreement are incorporated in this Agreement by this reference as though fully set forth in this Section 22.
- 23. <u>SERVICES OF SAN DIEGO HARBOR POLICE</u>. By using the services of the San Diego Harbor Police, SCSD agrees that the San Diego Harbor Police shall at all times act in an independent capacity, that the members of the San Diego Harbor Police are not agents, employees, or independent contractors of SCSD and there is no relationship between the San Diego Harbor Police and SCSD, and that the members of the San Diego Harbor Police are employees of the District and must perform their functions in accordance with all applicable local, state, and federal laws, codes and regulations.
- 24. <u>PROJECT FEATURES.</u> District will conduct review of the San Diego Festival 2019 in accordance with the Coastal Act and will require a Coastal Development Permit that includes a Public Access Plan containing measures that SCSD agrees to implement that promote public coastal access including parking, availability of public promenades, alternative transportation, and low-cost admission and other access enhancements for persons in underserved communities; and other project features including signage and public information, as well as sound monitoring measures.

25. PROMOTION OF SAN DIEGO FESTIVAL 2019. SCSD shall own all right, title and interest to any and all intellectual property related directly or indirectly to the San Diego Festival 2019, including but not limited to copyrights, trademarks, logos, name and markings, and any media, in whatever format of the festival. SCSD shall own all broadcast rights for television, radio, internet streaming or any other medium now existing or invented in the future. The District hereby grants SCSD an exclusive, royalty free license to any intellectual property held by the District relating to specific names of venues or the waterfront, as well as any accumulated data collected by the District from the events, for SCSD's use in promoting the San Diego Festival 2019. TAGSCSD and the District shall have the right to the use the logos attached hereto as Exhibit F to promote San Diego Festival 2019; provided; however, each Party shall provide the other Party with a copy of the proposed advertisement with the logo for the other Party's approval, in its reasonable discretion, prior to finalizing. Any Party may designate a different logo than that depicted on Exhibit F by giving written notice to the other Party of the change. The District shall have the right to use and distribute all media content, including but not limited to, written articles, photographs and video content, located on SCSD's website, San Diego Festival 2019 website, or received from SCSD for San Diego Festival 2019 without any cost or expense to the District (as set forth in Section 11) and SCSD agrees to indemnify the District from any Claims resulting from such use. SCSD shall provide the District with the name of the official photographer(s) of San Diego Festival 2019. The District shall have the right, with appropriate credit given to any official photographer named by SCSD, to use any photographic images taken by the San Diego Festival 2019 official photographer(s) for promotion and documentation of San Diego Festival 2019 with no fee payable to SCSD or the official photographer. The District, its officers, and employees shall have the right to take photos at San Diego Festival 2019 for use by the District in the promotion and documentation of San Diego Festival 2019 at no cost or expense to the District. Notwithstanding the foregoing, the District's use of any materials listed above that contain the name, likeness or appearance of any artist that performs at the San Diego Festival 2019 must be cleared and approved by TAGSCSD and the respective artist.

- 26. <u>NO WAIVER</u>. The waiver or failure to enforce any provision of this Agreement by a Party will not operate as a waiver of such Party's right to enforce future defaults or breaches of any such provision or any other provision of this Agreement.
- 27. <u>PARTIAL INVALIDITY</u>. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion will be deemed severed from this Agreement and the remaining parts of this Agreement will remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- 28. NOTICES. Any notice or notices provided for by this Agreement or by law to be given or served upon the District may be given or served by certified or registered letter, return receipt requested, addressed to the District at Executive Director, San Diego Unified Port District, P.O. Box 120488, San Diego, CA 92112-0488; with copy, Waterfront Arts & Activation, San Diego Unified Port District, P.O. Box 120488, San Diego, CA 92112-0488, and deposited in the United States mail, or may be served personally upon said District or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided for by this Agreement or by law to be given or served upon SCSD may be given or served by certified or registered letter, return receipt requested, addressed to Stay Classy San Diego, LLC. Attention: Paul Thornton, 3006 Bee Caves Road, Suite D-300, Austin, TX 78746, and deposited in the United States mail, or may be served personally upon SCSD or any person hereafter authorized by it in writing to receive such notice. Notices shall be deemed delivered on the date of personal delivery, of if delivered by certified mail, upon the date shown for delivery in the returned receipt. Any Party may designate a different address by giving written notice as set forth in this Section.

- 29. <u>SCSD'S REPRESENTATION AND WARRANTY</u>. SCSD represents and warrants to the District that it has all of the rights, permits, and approvals necessary to produce San Diego Festival 2019, provide the District with the Services & Remittances, and perform all of its obligations under this Agreement. The terms of this Section 28 shall survive the expiration or earlier termination of this Agreement.
- 30. <u>ATTORNEYS' FEES</u>. In the event any suit is commenced to enforce, protect or establish any right or remedy of any of the terms, covenants and conditions hereof, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.
- 31. <u>THIRD PARTIES; NO THIRD PARTY BENEFICIARIES</u>. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than SCSD and the District and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provisions give any third persons any right of subrogation or action over or against any Party to this Agreement.
- 32. <u>CAPACITY OF PARTIES</u>. Each signatory and Party to this Agreement warrants and represents to the other Party that it has the legal authority, capacity and direction from its principal(s) to enter into this Agreement and that all resolutions, ordinances or other actions have been taken so as to enter into this Agreement.
- 33. <u>SIGNATURE OF THE PARTIES</u>. It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by both the Executive Director of the District or her authorized designee on behalf of the District and by the authorized representative(s) of SCSD.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation

118 Yvonne Wise

Director, Waterfront Arts & Activation

APPROVED AS TO FORM AND LEGALITY: GENERAL ÇOUNSEL

By: Assistant/Deputy

STAY CLASSY SAN DIEGO, LLC a Texas limited liability company

Paul Thornton, President

EXHIBIT A Premises San Diego Unified Port District

[To be inserted prior to execution of special event permits]

EXHIBIT A-1 San Diego Festival 2019 Event Layout San Diego Unified Port District

[Event Layout to be inserted prior to execution of special event permits]

EXHIBIT B SCSD Services and Considerations San Diego Unified Port District

Considerations:

The District shall either: (a) participate in revenue sharing on Festival Ticket Sales (defined below) above \$7,250,000 in an amount equal to 3.5% of that portion of Festival Ticket Sales above the \$7,250,000 threshold; or (b) be paid a minimum of \$6,813 whichever shall be greater for San Diego Festival 2019.

Festival Ticket Sales shall include all three-day and individual day festival ticket sales, but shall exclude any add-on ticket sales, such as after parties or Petco Park stadium shows, or other additional ticket sales which are separate or in addition to the basic festival ticket sales passes.

SCSD may exclude ticket sales for any of the high end hospitality areas associated with fulfillment for event sponsors and for attendees with pre-existing rights to attend San Diego Festival 2019 as of October 31, 2019.

Services:

SCSD shall provide the following services to the District at no cost or expense to the District:

- A. Branding Considerations:
 - District shall be designated in all San Diego Festival 2019 branding materials as "Presenting Sponsor," with inclusion of the District logo.
 - SCSD shall provide the District with the following areas for the exclusive use by the District for advertising during San Diego Festival 2019:
 - Space in locations reasonably acceptable to the District for up to five (5) branded banners or branded sail flags (vertical banners on bases) per park or open space area utilized by SCSD, measuring up to 6 feet by 14 feet; and

- Space on the apron of each performance stage utilized during San Diego Festival 2019 for the display of a District branded banner measuring up to 5 feet by 30 feet upon artists' individual approvals. In any such instances when the artist is not in approval of an apron banner, then SCSD will use all reasonable efforts to reposition the banner onto the stage barricade where one is being furnished per artists' individual approvals; and
- Space on any festival produced backdrops of each performance stage where the District logo would be prominently included; and
- Space on any festival produced side of stage wing scrims of each performance stage where the District logo would be prominently included; and
- Dedicated space of up to 10 feet by 20 feet in a location reasonably acceptable to the District for promotional activity.
- SCSD and the District shall agree upon which entity will manufacture, or cause to be manufactured any branded banners or branded sail flags. Additionally, all District branded banners and sail flags shall be manufactured at the District's expense in accordance with specifications approved by the District and at a cost approved by the District prior to manufacturing the branded sail flags.
- SCSD shall provide the District with the following to promote San Diego Festival 2019:
 - On the San Diego Festival 2019 official website, prominently display District logo, as provided by the District, with an organization description, photo and link to video as provided by the District; and
 - One (1) full page of color advertising in the official program of San Diego Festival 2019.
- SCSD shall provide the District with the following:
 - Inclusion of District logo on all official marketing and communication materials relating to San Diego Festival 2019; and

- Inclusion of District logo on the official logo block for San Diego Festival 2019; and
- Inclusion of District logo on all San Diego Festival 2019-related email updates and press releases sent to the San Diego Festival 2019 media database, with a link to the District's website.
- B. Promotional Considerations:
 - In the event that SCSD produces for distribution a video or television program of highlights of San Diego Festival 2019, the video shall include the following:
 - A minimum of 5% of the length of the video depicting views of San Diego Bay and the adjoining waterfront, including the surrounding properties of the District. The District and SCSD shall mutually agree on footage to be used.
 - At least three verbal mentions of the District shall be included in the voiceover script of the San Diego Festival 2019 TV program. To guarantee inclusion in the TV program, the District shall deliver to SCSD no later than ten (10) days prior to the start of San Diego Festival 2019 information to be included in the verbal mention.
 - In the event that SCSD live streams San Diego Festival 2019, SCSD shall include at least three verbal mentions of the District during the live stream on each day of San Diego Festival 2019.
 - In the event that SCSD hosts a San Diego Festival 2019 media day, the District in-house production team shall be invited to attend and bring its media contacts to this event. All attending District media must be accredited by SCSD according to its accreditation system no later than a date designated by SCSD prior to the media day.
 - The District's in-house production team shall receive event-specific media credentials for all San Diego Festival 2019 events for which media credentials are available

- The District shall have the option, with advance permission from SCSD, to utilize footage of San Diego Festival 2019 in promotional materials produced by the District.
- Placeholder for social media inclusion for discussion between District and SCSD.
- C. Hospitality Considerations:
 - SCSD shall provide the District, at no cost or expense to the District, with the following:
 - 16 highest level unlimited access VIP passes or their equivalent that may be used each day of San Diego Festival 2019; and
 - 24 single-day passes or their equivalent for general admission San Diego Festival 2019 to be allotted among dates agreed upon by District and SCSD; and
 - If available as an admission option, 12 passes in a middle range between general admission and high-level VIP; if not an option, 12 additional general admission passes to be allotted among dates agreed upon by District and SCSD;
 - If available as an admission option, a 50% discount on the purchase of a private hospitality area.
- D. Community Access Considerations:
 - SCSD shall provide community access consisting of elements agreed upon by District and SCSD. These may include but are not limited to:
 - Low-cost or free admission for individuals from underserved communities at a quantity mutually agreed upon by SCSD and the District;
 - Outreach to local schools to offer music and/or business education opportunities such as behind-the-scenes tours of concert production facilities/equipment or the business of concert production and promotion

- E. Alternative Services:
 - SCSD may substitute alternative services in an equivalent value without penalty provided that any proposed alternative service is acceptable to the District in its reasonable discretion.

EXHIBIT C

Public Park Large/Corporate Event Permit Application San Diego Unified Port District

[Completed application to be inserted prior to permit execution]



Page 8 of 30

[Completed applic	ation to be inserted	prior to p	permit execution]
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				Event Date
SAN DIEGO				Received
What from of Deportunity		Public Park		
	Large/C	orporat	e Event Permit Application nt Information	1383100
Applicant Name			nt Information	
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Nobile Phone ()		_		
Organization Name:				
Organization Type : Privat	e/family	Chari	itable 501(c)(3) Corpora	te
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ts this a Tidelands Activation Progra		Tes	No	· · · · · · · · · · · · · · · · · · ·
			Information	
Event Name			Date(s)	Erent Type: (check + all applicable descriptions)
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Chula Vista Bayfront Park			Tar	Private Picnic
Chuiz Vista Bayside Park North (Chuiz Vista Bayside Park South (peachistic	om: tup/Asse	Ta: mbly/Construction:	Corporate Picnic
Chula Vieta Marina View Park Coronado Tidelanda Park				Corporate Reception
Embarcadero Harina Park North		Date Time AN/PM		wedaing ceremony
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South Umbarcadero Waterfront Harbor Island Park	Di	108	Time AH/P	- Propulsion pressure Earth
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Reecce Park Shelter Island Park North, (Gaze	ta)			Car Show
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~	SAN DIEGO Public Park Large/Corporate Event Permit Application Event Set-Up Information and Guidelines
19-1-1	Event Sat-up anormation and Guidelines
and to include Permit naglig- action the so make	ance int shall, to the fullest extent permitted by low, defend, indernify, and hold harmless San Diego Unified Port District ("District") anticers, employees, and agents for any and all flability, claims, judgments, damages, proceedings, orders, directives, costs, ng reasonable altomays' fees, or demends arising directly or indirectly out of the obligations undertaken in connection with this , or Applicant's use, occupancy, possession or activities on the Premises, except claims or iRigation arising through the sole ance or willful relacenduct of District. It is the intent of this Paragraph that Applicant indemnify and hold harmless District for any is of Applicant or District, tocluding duties that the legisly delegated by Applicant to third parties, except for those anising one of is negligence or willful relacenduct of District. This indemnify obligation shall apply for the onthe time that any third party can a claim against or sue District for flabilities ensing out of Applicant's use, occupancy, possession, or activities on the Premises, or if from any defect in any part of the Premises.
Insure sebap ti one oct	In must provide certificate of insurance (COL) coverage naming "San Diego Unified Port District" as an additional d and also be issued in the certificate holder box. Insurance coverage must be in force for the duration of the event, includin hrough takedown days. The Port of San Diego requires a minimum of\$1,000,000 for personal and bodily lejury, one person and surrence; and a minimum of \$1,000,000 coverage for property damage. The same organization hamed as the insured on the ite of insurance should also be listed in the applicant blank on this permit application.
	vice providers are required to provide a "certificate of insurance" or the applicant can choose to cover all sab- ctors.
	nt of San Diego strongly encourages the recycling of all care, bottles and all other recyclable materials associated with events. The encial providers of waste receptacles for your event have available receptacles that may be designated for recyclables at your
As of I	Ing Prohibited December 5, 2006, smoking is prohibited on any Port of San Diego park or beach. No person shall dispose of any cigarette, or tobacco is any place where smoking is prohibited, except in a designated waste disposal container.
A parti location to hole block	rration of Locations : permit grants permitsion for an event to be held in a Port of San Diego part; however, a permit does not guarantoe a specific in in any park. Park areas are available on a first-come, First-served basis, and it is up to the permites to secure the space needed the event. A permittee may designate event boundaries, as long as a representative is present at the site. Soundaries — may no welloways, driveways or parking areas and the size of the reserved boundaries must be in accordance to the permitted group size. an's playground cannot be within event boundaries.
	otherwise determined, all events meeting the following other a will require a site walk with Port staff:
	Events with projected attendance of over 500 people Events with large items including stages, platforms and dance floors; and most events with live entertainment Events with the potential to generate significant emounts of trash, waste or other pollutarits.
	owledge that I am aware of the Port of San Diego requirements listed on this page and stand any responsibilities.
	Initial Here->

Page 10 of 30

	Public Park Large/Corporate Event Permit Event Set-Up Information and Guide	Application
	Event Set-Up Information and Guide	d ines
	n avent with expected attendance of five bundred and/or shuttle service plan and traffic control per	
purchased at a cost of \$10 per space remain open for public access. If you Management Office (619) 235-1014 users of the Embercadero Marina Pa Fishermen, employees, agents or ve	of your parking and traffic management plan. Be rk South public fishing pice, the parking fot canno rulors must have unimpeded access to the public	cas during your event, the emire parking lot will a Park North, you must inform the Seeport Village scause the parking spaces must be available to ri be used confusively for a spacial event.
diagram of desired spaces		
	Number of spaces:	Manufacture of the second s
Meter Numbers (if applicable):_		
	safe and secure environment for your event. Plea we trived a professional security company to devel	
merning company	Direct-Contact:	contact is required regardless of you event size.
Describe your security plan inclusing in-house staff	Direct Phone: ()	ther you are contracting private eccerity or
using in-house staff Medical Services Plan	uding crowd control and venue eafaity, whe	ther you are contracting private secarity or
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Medical Services Plan You are responsible for providing ap it is voluntary service or have hired plan.	uding crowd control and venus safaty, whe propriate medical services for your overt. Please a professional emergency medical service provide	ther you are contracting private excerting or provide the following information below whether or to develop and manage your event's medical <u>Note:</u> A specific on-site individual contact is required regardless of you

Waterfront of Deportunity	Public Park		
	ge/Corporate Event Permit Applicat Event Sub-Up Information & Guidelines	non	
Site Plan (Foot Print) In addition to the descriptions requested be	iow, please attach a site plan depicting all of the items on areas, portable restrooms, dumpsters, booths, eshib		
Applicants are encouraged to incorporate th usable by all people, to the greatest extent	he event are accessible to all, including persons with di- e principles of Universal Design, which is the design of possible, without the need for adaptation or specialized ddress for events shall include but is not limited to:	products and seven	omments to be
Parlang, Including Informa Accessible portable restro	nion and nobfication of alternate parking opportunities	and locations;	
 Accessible shuttles, buses 	, and other provided transportation elements as part o	f the event;	
 Communication and trainit 	areas for maximum accessbility; ing of event staff, including volunteers, regarding acces ricens with Disabilities Act and applicable accessibility i		y awareness
Sidewalk Access	o be used for the event may be kemporarily fenced, at		ncess to public
	rtainment are prohibited in Port of San Diogo parks. quired of all businesses that provide services on site at the attached Terms and Conditions.	your event. All COS	s must be
Note: A Certificate of Insurance (COI) is re- attached to your completed application, per Ligt Company Harms or M/A Below	quired of all businesses that provide services on site at the attached Terms and Conditions.	l your event. All COS	s must be
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Note: A Certificate of Insurance (COI) is re- altached in your completed application, per List Company Name or N/A Below Entertainment Service: Company:	quired of all businesses that provide services on site at the attached Terms and Conditions.	Amount(s)	Florist Event Planner Size Size an 85 decibels or other law is excessive implified sound.

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SAN DIEGO Public Park						
Large/Corporate Event Permit Application Event Set-Up Information & Guidelines Food and Reverage Belect Type:						
						Food and Beverage
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Company:	food Ta	uck (Must purchase parking so	seces to accommodate service)			
Company:						
Сотренуз						
Staging/Flooring	Type:	Size:				
Companys	Describe Usage:					
	meaning ondian					
Fencing / Barricades						
	туре;	Sine:				
Companys	Describe Usage:					
Portable Restrooms:	# of ADA?					
			Time:am/pm			
Companya	# of Regular7	Pick Up: Date	Time:am/pm			
Waste Removal	# of Dumpstars;	Drop Off: Data	Time:am/pm			
Companys	# of Trash Cans:	Pick Up: Date	Time:wm/pm			
Acoholic beverages are not carrently permit beverages are allowed in all other Port of S If you altend to sell alcoholic beverages, or are served, an additional permit from the S (619) 525-4064 or www.abc.ca.gov. M applicable. If you intend to serve alcoholic beverages (an Diego Parks with a valid P to sail tickets or request don able Department of Alcoholic lobe: Request an ABC left without charge, admission or rel consumption must be not so and must be kept away fin matance, one licensed securit one carrying alcoholic herers enved in distinctive paper, or Beverages may be poured in distinctive paper, or Beverages may be poured a special permission is obtain appending alcoholic berrangee Control, Officers of the Hanh law antiorcoment personnel i public welfare and aronaks an	but of San Diego event permit. ations for admission to an eve Beverage Control (ABC) is req er from Port Staff 30 days i other consideration, the follow ad on the event site plan. Per orn minors at the event. by staff person must be presen- tiges outside the designened ar- plestic cape, plastic bottles or from placs containers into cup had from District staff theu the pressive the least 21 years of a or Police Department, any auti- rown any Port member city ma- s being imported end/or s law	nt at which alcoholic betwerages ured. Please contact ABC at in advance of event if Ang conditions must be met: sons may not take alcoholic it for every 50 attendoes. ea. alcoholic cons. s by a designated server. permit process. age. barbad representative of the p summerity revoke the park			
		No				
Who purchased the alcohol for the eve Describe in detail how the alcohol will						
I acknowledge that I am aware of the			and			

Page 13 of 30

-	SAN DIEGO Public Park
	Large/Corporate Event Permit Application Pollution Provention and Waste Renitive
Waste	Removal
recomm dampst permitti draing (e generated by your event exust be removed from the park at conclusion of your event. "No leak" dumpsters are needed. Dumpster must be placed on tarp or absorbent material to avoid leakage/spällento the parking lot surfaces. Any are knowing to rest the must be removed as soon as possible following your event. Any delay must be pre-agreed upon with ing staff. The Port requires that you implement Dest Hanagement Practices (BMP) to prevent polytants from reaching the storm w bay. Storm drains must be identified and a note of the site plan. Covering or sweing storm drains as part of the initial set up red. Required waste removal BMPs include the use of covered trash dumpsters and prompt trash removal upon completion of nt.
The Dis pursual Stormw among	nmental Best Practices trict is charged with prohibiting all non-stemmater discharges into the stormwater conveyence systems on District tidelands ti to San Diago Regional Water Quality Control Roard Order No. R9-2013-0001 (NPDES Permit No. CAS0109266, "Municipal rater Aermit"). The District has the autionity under State law to make and exforce necessary rules and regulations governing, other things, stormwater management and discharge control. The District's stormwater regulations are found in Article 10 of "Stage Unified Port District Code ("District Code").
San Die unauth ovents.	events have been identified by the Disbict as a potential source of non-stormwater discharges to the storm drain system and go Bay. Non-stormwater discharges to the stormarsin system or the Bay are considered a violation of District Code. To prevent orbed discharges, the District requires the implementation and maintenance of Gest Management Practices (BMPs) at special BMPs specific to the activities planned for each special event are to be identified prior to the event time. In addition, the gitter set also be implemented as applicable:
*	Train dumpeters, portable tollets, or generators shall have secondary containment and located away from open stormidrain infets or catch basins and away from the water's edge. Secondary containment for trash dumpsters may be accomplished by placing a barre amound the dumpeter to contain leals. Track dumpeters must have fits and be covered. A spill kit is to be accessible to the event coordinator or perion in charge of spill response. Certic besins and stamptate inlets within the event social area are to be protected with temporary screens or filters prior to certic besins and stamptate inlets within the event social area are to be protected with temporary screens or filters prior to the spill besins and stamptate inlets within the event social area are to be protected with temporary screens or filters prior to the spill besins and stamptate inlets within the event social area are to be protected with temporary screens or filters prior to the spill besins and stamptate in the spillers and the spillers prior to the spiller besins and stamptate in the spiller besins and stamptate spillers prior to the spillers and stamptate in the spiller besins and spillers prior to the spillers prior besins and stamptate to the spillers prior to the spillers and spillers besins and spillers prior besins prior besins and spillers prior besins and spillers
:	the event. Feacing is to be placed around the wateraide perimeter of the event to prevent any windthown trash or debris from reaching the Bay. Where feacing is not feasible, regular and frequent trash and debris removal is to be conducted by event organizers. Streat sweeping of parking tots, streats and croads associated with the event shall be conducted as needed. Employee training is to be conducted prior to the event to ensure that 6MPs are properly implemented and maintained and so the decimation of BMP implementation for each special event is to be maintained and be made available for the District's review upon request.
(JURMF	in related to permitted special errort activities can be found in the Elstrict Jurisdictional Urban Rumoff Hanagement Document). The JURNP is available on the District website: (https://www.portofaandlego.org/erritorament/clean-water.html) or by leg the District Environmental and Land Use Management (ELUM) Department, (619) 686-6234.
You are of the f	eanup and Repair responsible for leaving the park and its contents in the exact condition in which you found them. To this end, please be aware obwing: <u>infon material cleanup</u> : All materials from the construction of your event venue must be picked up and disposed of. This
include well as	s of naits, screws and other hardwara. When left in the park, these items in particular constitute a hazard to public safety as to grounds maintenance equipment. It is your responsibility to inform all staff and salacontractors of this requirement.
must b	uate cleanuu or damage to the park: You are responsible for reimbursing the Port of San Diego for any additional cleanup that a performed and for any damage to the park or its contents and facilities as a result of your event. The charges for inadequate and damage include, but are not limited to the following:
· Concr	se Drivlung Pauntern replacement - \$3,000 «Turf/ruf repair per 28 square feet - \$1,000 «Light Pole replacement - \$3,000 de Balland (volighted) replacement - \$1,000 «Sprinkler teteral replacement per 8' - \$800 «Sprinkler Nead replacement - \$400 de Balland (righted) replacement - \$3,000 «Concerne welk panel 6,26%" replacement - \$3,000 «Late removal of dampster - \$100/des
	rate for clearup or other restoration - \$85 per hour Power washing costs will be passed along to the permittee leakends and non-business his, are charged at time and a half)
	<u>Sectoment:</u> You are responsible for the removal of all rental equipment associated with your event. There should be no rental ant left on Port Property after your dismantia time partod. A dismantie day fac will be passed along to the permittoe for every st.
	owledge that I am aware of the Port of San Diego requirements listed on this page and Rand my responsibilities.

Page 14 of 30

	Large	/Corporate Ev	ent Permit Application	
in the second se		Ville		
tournains. Box truck cars only be used to approved as part of	s and traffers are used for a drop-off. They cannot idle	et-up and equipment anywhere except on i wate or support vehicl	more prove to collisions with trees, ig delivery, blose vehicles must be disci- tise periding for. Request for exception es, brucks and trailers must find parks	used in this application and must be made and
	rage Vehicle Curb We		Curb Weight in Pounds	On Port District Par
Charle of Art	Compact Car	agent of sealant	2979	Allowed
	Midsize Car	the second s	3497	Allowed
	Large Car		4366	NOT Allowed
Compa	ct Truck or SUN (single a	ixel only)	3470	Allowed
	ack or SUV (single or a		4259	NOT Allowed
Large Truck or SUV (single or double axel)			5411	NOT Allowed
100 C		Show	Cars arts. If one or more of your show we	
that are directly reli beverage terms. Participants must		w. Doms included can ther them the specifi		
Load in Time:		toad in End Ti	Ine:	
Event Start Time:		Event End Tim	¢.	
Load-out Time.	ana da ana ang ang ang ang ang ang ang ang an	Load-out End	Time	-
what communica event?	-	ione#	With the event organizer or point	have enable the state
2-way Radia/V	Film /I	Photo/Unmanned	Arcraft System (UAS)	
If you are going to found on page 5 of Click on the "Recre	nclude the use of an Umma our Riming/Photo/UAS Per allon Tab" to view our recr	mned Aircraft System mit Application. The a sation page. The perm	Arcraft System (UAS) (UAS) for Rhving, please review our G pplication can be found on our webste at application can be found on the key the Port of San Diego IAS portion of	www.portofsandiego.org. updet Rade Remelt
If you are going to found on page 5 of Click on the "Recre Downloads. If you ;	nclude the use of an Umma our Riming/Photo/UAS Per- ation Tati' to view our recr re able to most these Guid at I am avere of the Po	mned Aircraft System mit Application. The a exition page. The perm letters, than complete	(UAS) for filming, please review our G opfication can be found on our webste all application can be found on the ket the Port of San Diego UAS portion of aircoments. Roted on this page and	www.portofsandiego.org. worker Rank Record: the application.
If you are going to found on page 5 of Click on the "Rocre Downloads. If you i I acknowledge th	nclude the use of an Umma our Riming/Photo/UAS Per- ation Tati' to view our recr re able to most these Guid at I am avere of the Po	mned Aircraft System mit Application. The a exition page. The perm letters, than complete	(UAS) for filming, please review our G opfication can be found on our webste all application can be found on the ket the Port of San Diego UAS portion of aircoments. Roted on this page and	www.portofsandiego.org. upde: Pack Record: the application.

	PORT of SAN DIEGO Public Park						
	Vatering of Department Corporate Event Permit Application						
and the state of t	gree and comply to all park policies, please read and initial each item below.						
(Initial)	Items . All equipment and items pertaining to this event are specified in the application and/or site plan.						
1.	the second						
2.	For events larger than 500 attendees, a detailed written parking plan and traffic plan is required. Shall include ADA Be Practices.						
3.	This event will / will not reserve parking (Embarcadero Parks only).						
4.	Vehicles allowed on property must be in line with the chart on page 8. Only turf vehicles are allowed on the grass. Violations will result in citations, lines, or closure of event						
5.	The use of large or motorized attractions (such as Ferris wheels), climbing walls, throwing games and dunk tanks is						
	prohibited in the parks and parking lots. Fireworks and animals are prohibited. The use of bent stakes to secure tents is prohibited. Tent stakes damage impation lines. Tents will be secured with						
6.	weights. Dia Alert is required for generators with grounding rods, call 811 at least 2 weeks before your event or go to						
	http://newsia.disalert.org. Port Staff will advise applicant when needed on other instances based on event set up.						
7.	The pervetee shall ensure that all hardware, nuts, bolts, zip ties, bottle caps, trash and littler associated with this event a picked up and removed from the park as part of the dismantle process.						
8.	The permites will take every precaution to prevent and contain any dumpster/trash spills and leakage, to include but not						
	Einstert to, placing protective materials such as berms over storm drains and around dumpsters, it is advised to keep a sp						
	let on site. The permit holder is also responsible for any wind-blown trash. Any trash that finds its way to the bay or storm drains will be cleaned up at the event owners' expense. Deposit hot coals in proper containers.						
9,	The permitee shall ensure all residual cooking grease and oil are removed from the site and disposed of properly (not						
	placed in site trash dumpsters). Absorbert pads must be placed under all cooking vesaels. The permittee shall ensure that						
10.	no grease and oil run onto the landscape, hardscape, sidewalks, parking lots and roads. While a portion of the park green space may be temporarily fenced for the event, at no time will the event block						
104	pedestrian or emergency vehicle access to park sidewalks and promenades.						
11.	The permitee is responsible for obtaining all appropriate permits including but not limited to health department, alcoholic						
	beverage, fire marshai and Plarine events. Fire Planahai Perwitt						
	If your event is fenced, utilizing tents larger than 20 x 20 sq. ft. or have 49 or more in attendance contact the Fire Marsh						
	of your city to determine if a permit is required in addition to your Port of San Diego park event permit.						
	 City of Chula Vista Fire Prevention Division 619-591-5148 						
	 City of Coronado Fire Services Department 619-522-7374 						
	 Oty of Emperial Beach Fire Services Department 619-423-8223 Oty of National Oty Fire Department 619-336-4241 						
	City of National City The Department of 9-530-1212 City of San Diego 619-533-4300						
	 San Diego County 600-253-9933 or 658-974-5999 						
	Permits for Food Vendors						
	The San Diego County Environmental Nealth Services Department Issues pennits for food vendors at special events. If your event includes food vendors, contact them at (619) 338-2363.						
	Marine Permit						
	If this permit request involves any type of water activities, a separate permit from the United States						
	Coast Guard may be required. Please contact the United States Coast Guard, Sector San Olego's Marine Events Permitting office at 610-778-7261 or 278-7233.						
12.	Amplified music & allowed between the hours of 8 a.r.a. to 10 p.m. If sound levels do not pose a nuisance to other park						
	users or the semounding community. A Harbor Police Officer, District or Law Enforcement Representative has the						
13.	authority to request sound level to be lowered or turned off. The District will not provide potable water, electricity or generators to support any event.						
14.	Request sprinklers be turned off (dates):To protect landscape areas, ensure the off times are						
	ninimized.						
15.	If the event impacts Port tenants by pedestrian and/or vohicular traffic, the permittee shall deliver a District approved notification letter to all applicable tenants as per attached timeline.						
16.	The permitee will ensure: All event staff, contractors, sub-contractors and their staff members will be informed of and						
17.	comply with these regulations. A post-event site waik was conducted on (date) by (Port staff).Park was / was no						
	left in satisfactory condition following event. If unsatisfactory, permittee was contacted on(date). If						
	unsatisfactory an iterated list of damages and repair costs will be attended to this permit and a copy sent to permitee						
18.	Resources available: <u>https://adata.org/publication/temporary-events-guide</u> and, https://www.ada.gov/news2010/title11_2010/title11_2010/tequidations.htm						

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Event Type	Atte	ndance	Fee	Type of Fee
All events		-100	\$35	Flat fee
Corporate events Set-up & breakdown days	. 10	01-250 \$500 \$300		Rat fee Rat fee, per occurrence
Private & non-profit event Set-up & breakdown days		01-250	\$300 \$200	Rat fee Flat fee, per occurrence
Corporate events Set-up & breakdown days		251+	\$3.58 \$500	Per person Flat fee, per occurrence
Private & non-profit event Set-up & breakdown days		251+	\$2.10 \$300	Per person Flat føe, per occurrence
Car shows		-	\$5	Per car
Moving events that use par walkways	*	-	\$1.00 (\$1,000 maximum)	Per person/per park Pass Thru Fee
walloways Reserved Parking wents such as runs or walks to t unusable. Security to	Pari hat may not h beposits are b	Securit ased on the	(\$1,000 maximum) \$12 - \$17.50 se of a park, but will preve y Deposits type of activity for which the	Pass Thru Fee Per space/per day nt access or egress, rendering we park will be used.
walloways Reserved Parking vents such as runs or walks to t unusable. Security of Refundable security deposits Event Type	Pari hat may not h beposits are b are calculate	Securit Securit	(\$1,000 maximum) \$12 - \$17.50 se of a park, but will preve y Deposits type of activity for which the 3 discretion based on pote	Pass Thru Fee Per space/per day nt access or egress, rendering es perk will be used. ntial damage to event location Food
walloways Reserved Parking wents such as runs or walks to t unusable. Security to Refundable security deposits	Pari hat may not h beposits are b are calculate	Sacualt Sacualt ased on the l of at the Port Include tables, s	(\$1,000 maximum) \$12 - \$17.50 se of a park, but will preve y Deposits type of activity for which the 3 discretion based on pote	Pass Thru Fee Per space/per day at access or egress, rendering the perk will be used. Initial damage to event location Food Includes, but is not limited to: Precooked food set on sterno or skeam table, foo Procise, tern waroons, BRC

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100	Water from of	Capo	statisty	Public			
			Large/Corpor	ate Ever	t Permit Applica	LIGN	
(Inse	of a San Dieno Unifie	et Per	rt Gisinct park is subject to th	ditions for e folioving b	Park Permit Applica		
	entities		y with all applicable laws, rule the refundable socurity decos	-			
	after the event.	Flue	ng damages to the property p Refund process may take up t	to 30 days de	pending on your form of	payment	
	such cancellatio less than shoy d	i sha ays e	cel this permit by giving twon d be without liability of any n witten notice to the District o	ature. Applik	ant is subject to a cancel		
			be transferred or assigned. I fullest extent permitted by L	was electroned t	induced black hand hand	larr Can Diago Lini	Kad Bart Dichrici
	("District") and i directives, costs undertaken in o claims or lidgath Applicant indern defegated by Ap This indemnity o lisbilities arising	in nex innex an an sily a bliga out o	Scers, employees, and agains uting reasonable attorneys' fa- tion with this Permit, or Appl ising through the sole neglige and hold hammless Ofstrict for mit to third parties, except for dion shall apply for the active of Applicant's use, accapancy,	for any and ses, or derms icant's use, o ince or willful any actions o those arising time that an	all liability, claims, judgm nds arising directly or ind crospancy, possession or misconduct of District. Applicant or District, in out of the sole negligenc y third party can make a	ientis, d'armages, pro irrectiy out of the ol activities on the Pro it, is the intern of the cluding duites that cluding duites that ce or willful miscon claim against or su	accedings, orders, objections emises, except is Paragraph that may be legally fuct of District. se District for
	Insured, Insurer of San Diego re- minimum of \$1, Insurance shout permit are nom-	novis ce co juine 300,0 l also excl	te certificate of insurance cov overage must be in force for t s a minimum of \$1,000,000 fo 000 coverage for property dar be listed in the applicant bia ushire.	the duration of a personal a nage. The sa nk on this pe	of the event, including se nd bodily injury, one pers me organization named a rmit application. The righ	sup through takedo on and one occurn is the insured on th its and privilages a	wn days, The Port ence; and a le certificate of scended by this
	insead.		ngage in any activity on Port (
			e of the Applicant to comply w thorized representatives, be to			eannit may, at the	discriction of the
, Airta	chmants provided	(Ap	plicant check all that appl	A):			
Г	Site Plan	Г	Insurance Certilicate (C	XII's) ["	Medical Services Pla	Waste	Removal Plan
Г	Security Deposit	Г	Security Plan	Г	Pollution Prevention	Pian	
٣	Free	17	Parking & Traffic Contro	l Plan	Evidence of not-for-	profit status (50)	(c)(3) required)
			antained my permit application lations governing the propos				
	Applicant N	1)	(PRINT)	Applicant	Signature		Date
e	alumit madination a		wents and fees to Post of the	u Pilante Base	b Barmaka B A Bas Ini	144 Cas Diana	998.0 1110.400
	source abbureaund w			f San Liego		non, oan tourgu, t.	1 34118-0464
				2.4 Mar.			
590	cial Events Associ	to \$	Agrietaris		Date		
					Date		

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EXHIBIT D

Broadway Pier & Pavilion Event Application and Agreement San Diego Unified Port District

[Completed application to be inserted prior to permit execution]



Broadway Pier & Pavilion Event Application and Agreement

Introduction

The Port of San Diego maintains Broadway Pier as a cruise facility and a special events venue for the San Diego region. One of our key objectives at the Port of San Diego is to attract people to the bayfront to recreate and enjoy all that it has to offer. To that end, we welcome special events on Broadway Pier and in the Port Pavilion on Broadway Pier, which are available for use when a proposed event will not impact a cruise ship operation or another scheduled event. This event application contains important planning information for you and requests information from you that will help you and the Port of San Diego to ensure a successful special event that minimizes impacts on Broadway Pier facilities as well as the nearby residents and businesses. This event application – when approved – also serves as your permit to use the facility as requested,

Permit Process

The permit process begins with your request for facility. After you submit your request, you will be contacted within three business days by a facility permit staff member, who will request some basic information and, if appropriate, reserve an agreed upon pler venue(s) and date(s). There are four event venues on the pier of which you may reserve one or all.

You may make a reservation for a Broadway Pier venue(s) as early as 18 months in advance of your proposed event date. Please note that your reservation does not constitute approval of your application for an event permit.

Your event permit application and any required deposit(s) must be received no later than 60 days prior to your event start or move-in date. If your application and deposit are not received by this deadline, the Port of San Diego reserves the right to release your reservation.

Upon receiving your permit application, our facility permit staff will route it among applicable Port of San Diego departments for review. If appropriate, we will schedule a site walk at Broadway Pier to review your setup and other arrangements as well as our guidelines for conducting your event.

Full payment of all fees must be received no later than 30 days prior to your event date. If your application and deposit are not received by this deadline, the Port of San Diego reserves the right to release the reservation. When Port of San Diego staff has received all of your fees and has reviewed, approved, signed and returned your application to you, your signed application will serve as your permit to use the venue. NOTE: PLEASE ENSURE THAT YOUR PERMIT APPLICATION HAS BEEN APPROVED BEFORE PROMOTING YOUR EVENT.

Please complete each item on the following pages, attaching additional sheets as necessary, and return to:

> Port of San Diego Attention: Park Permits P. O. Box 120488 San Diego, CA 92112-0488 (619) 686-6200

Faxed or e-mailed applications are not accepted.

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			Post of the Deepe Use Units ExVertil Deates
CAN DIECO	Broadway Pie		
Water hard of Opdersunity	Event Application	i and Agreement	
			Issued
Applicant Name	Applicant I	nformation Address	
Mais Phone ()	Maille	ng Address (street #, c	ätγ, state, & zip code)
Mobile Phone ()			
Organization Name:			
Organization Type : Private/Fi	amily Charitab	le 501(c)(3)	Corporate
School	Governm	ient 🔽	Other:
Is this a Tidelands Activation Program	TAP)? TYes T	No	
		ormation	I STATE TO A STATE OF A
Event Name		Date(s)	Event Type: (check v all applicable descriptions)
Facility (check all that apply):	Actual Event Hours:	1	Private Party
-	From:	To:	
Full Buy-Out	Setup/Assembly/Con	struction:	School Dance
F	Gate	TimeAM	Corporate Receptio
Forecourt (outdoors)	Dismontle/Completio		Γ
Foyer (1 st floor)	Onte	Tince AN	I/PM Wedding Ceremony
repart (2 mont)	Expected Attendance	n.	Wedding Reception
Pavilion (1" floor)			Festival/Mesic Eve
haa.	Set-up Event Day Day#.		ismantie Pastivit/Maste tva Day -
Broadway View Room (2 ^{nt} floor)		provide attendance for a	
F			Trade Show
View Court (outdoors)			-
			i Other:
	On-Site Contac		
A contact person representing the applicant have authority over all diaments of the even			
Nome	final)		Noblie Phone () -
		rent Organizer	
Name	Organization		Mobile Phone
	Port of San Di		
COI 501(c)(3)	ABCLetter	Fire Ma	rshal Work Order
Security Custodial	MANA	Other_	
ur #	Transaction #	D2 #	0M¢
Deposit S	Check/M.O.#	Credit Card#	Cesh Receipt#
Event Fee \$	Check/M.O.#	Credit Card#	Cash Receipt#
TAP Event Fee \$	Check/M.O.#	Credit Card#	Cash Receipt#



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SAN DIEGO	Broadway Pi Event Application	er & Pavilion n and Agreemen	t	
	Event Set-Up Inform	nation & Guidelines	-	
Security Plan These are two types of security for even and damage. The Port of San Diego pro- sivenes with access to the Broadway Pro- Event security ensures a safe and secu- provide an event security plan and com develop and manage year event's securi- Using Port Security (Allied Un	whices Eachily security from a elion. The cost of this security re devicemment for your even ract for event security at you ity plan, provide the following	security contractor durit ty is not included in your of. Depending on the re- ar expense. If you are hill	ng setup, ever permit fee. ature of your ting a grotess	nt and breekdown for all event, you may be required to fonal security company to
Private Security Company:		Th	ome: (1
Private Security Operator License A			START TO	10:
			END TOP	
Address:			TOTAL TE	
(Sirect) (I		(State) (Zip)		
Attach a description, If applicable, your Medical Services Plan	security plan including provi	sions for crowd control a	and venue sat	ety.
You are responsible for providing approp	priate medical services for w	our event. If you have hi	red a profess	ional emergency medical
services provider to develop and manag	je your event's medical plan,	please provide the folio	wing informat	tion.
On-site First Aid 10tt Provider:		Ph	100ME: (1 -
Medical Services Provider:		P	hone: ()
Address:				,
(Street) (CH Attach, a <u>deactinien</u> of year marical pla that will be at your event and the marin	ty) is including the number, cert er in which they will be man	theation levels (MD, RN,	Paramedic, 8	MT) and types of resources
Alcoholic Beverages				
If you intend to sell sicoholic beverages, are served, an additional permit from th (619) 525-4064 or www.sbc.cs.gov. If following conditions must be met:	ne State Department of Alcoh you intend to serve alcoholic	holic Beverage Control (A c beveriges without char	VBC) as requin rge, admissio	ad. Please contact ABC at n or other consideration, the
 Designated areas for dispensin boverages from the designated For events greater than 500 in Security staff will prevent peop Alcoholic beverages may only the No grass containers are pensiti Kegs of beer are not allowed up 	d area and must be kept ave attendance, one licenseri se de from camping alcoholic be be served in distinctive pape tad. Bevaraase env be oou tad.	sy from micors at the ev- cuentry staff person must everages outside the des r, or plastic cups, plastic read from state container	ent. be present fo ignated area. bottles or all a foto cutos bo	er every 50 attendees. minum cans. r a dissionated server.
 All persons serving or otherwis Department of Alcoholic Bawers Sen Diego Unified Port District, permit if it is determined that it Coolact Port Staff for an ABC k 	e dispensing alcoholic bever age Control, Officers of the I , or faw enforcement person the public welfare and moral etter 30 days in advance (2f	ages must be at least 21 Harbor Police Departmen net from any Port memb is are being impaired and applicable).	l years of age it, any author er city may si	: ised representative of the unmently revolve the park
Will alcoholic beverages be served	at your event: Yes	No		
The applicant is responsible for app				
Who is purchasing Alcohol?	CANS-BUSY 11 - 10 - 71 - 10 - 10 - 20 - 20 - 20 - 20 - 20 - 2	and and state of the first state of the		and the state of the
Who is dispensing/serving Alcohol'	77			anna ann a canta an dal a la faith ann an
Il yes, describe:				
I acknowledge that I am aware of	all - Bank of Provent	and an and a state of the state		

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Event	Set-Up Information and Guidelines
Entertainment Service: Company:	Select Type: F Air Jump Photographer Florist F Face Painter F Clowits Event Planner F Other:
	weight [pad capacity]
Party Rentals: "Note: The venue has 400 Black folding Chains and 10 6' x 30' tables available for use.	Tables Amount(s) Size(s) Chairs
F Port Chains Port Tables	Generators (≤ 75 KVW)
Rental Service:	Self-conteined Generators are preferred Portable Restrooms
Live Musicians, DJ, or Amplified Sound Maklan:	Husic entertainment may be amplified through a sound system but the sound lavels must be no higher than 85 elacibels and acceptable to the surrounding community. A Herbor Police officer or other law enforcement representative who determines that noise from your event is eccessive may require you to take corrective action including cassing the use of amplified sound. <u>Motor</u> Outdoor sound must end at 10 pm, indeor sound must end at mitingith. Describe below the five or recorded entertainment you will provide and any other amplified sound you will use at your event. Describe:
Booths / Exhibits	Describe any booths or exhibits you will have at your event. These include demonstration booths, tasting booths and exhibits. Please attach a list of all patd/unpaid vendors who will be exhibiting during your event. Describe:
Company:	Select Type: F Self-Provided Caterer F Taquiso Food Truck Describe the types of food that will be served and/or prepared and the equipment that will be used.
Note: Permits for Pood Vendors The San Diego County Environmental Health Services Department Saues permits for food vendors at spectal events. If your event includes food vendors, consect the Department at (300):253-5933 for information on obtaining the required turned b.	Note: Food Preparation Food preparation can be accomplished using electric appliances only. No propana, gas or open flams cooling is allowed indoors, with the exception of stemo heaters. Food preparation text on view court must have ground cover to protect pier from splits.

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EACH	Set-Up Information and G	addellage	
Staging/Flooring	sec-up information and e	subcaries	
	Туре:	Śze:	
Company:	Тура	Size	
Company:	Describe Usage:		
Decorations Are you hanging decorations from the ceiling beams? Note: Fire detectors will be barned off if you have any hanging decorations reaching beams? Describe:			
beams. Balloons are prohibited. An on-site tire watch will be required if detectors are turned off.			
Tents / Canoples	Тура:	Sipe	
Company:	Турез	Sine	
N etc: Tants larger than 10' × 20' will require Fire Marshal Approvel. Tents may be secured with weights. No tent supports may be mounted onto the floor of the termination percentent of the per-	Describe Usage:		
Fencing / Barricades	Туре	Ster	
Company.	Туре:	Star:	
Сатрену:	Describe Usage:		
event will generate significant emounts of waste, yo Pollution prevention EMPs include preventing and of durpatiers on tarp, pleaning barrie around durpate on site. You need to ensure that all residual cooking greese and oit run onto the plet performent. Any dur Any delay must be pre-agreed upon with permittion use of seceptacies and the assigning of event supp be identified and noted on the site plan. Covering of Describe your plan for weste removal, including	su are requised to supply dum containing any fluid splits and softening protective material g grasse and ob are removed spatters brought onsite must 4 staff. Also critical is the pre- ort staff to be vig-lant to pick is r sealing storm drains as part ing the providing of recepting ing the providing of recepting.	leakage from clumpstains, machinery, sto. by placing is and cerms over storm drains, and keeping a splitkit it from the site and disposed of property; and that no- be removed ins score as possible following your event rentron of trash being blown into the pay through the up any trash dropped onto the pay finding trains must	
		went represented. These include the use of re-scalie a	
Recycling The Port of San Ologo strongly ancourages the use recycled materials for food service as well as the providers of waste receptacles for your event has intermedian on holding group ments, planse see: http://www.portofsandlego.cm/public-documents/d	e recycling of all cans, both re available receptacies that	es and all other recyclable materials. The commercia may be designated for recyclables at your event. For	
Recycling The Port of San Diogo strongly encourages the use recycled materials for food service as well as the providers of waste receptacles for your event has alternation on holding grant memory, planse see: http://www.portofsandlego.org/public documents/d Smoking Prohibited Smoking is prohibited on Broadway Pier.	e recycling of all cans, both re available receptacies that	es and all other recyclable materials. The commercia may be designated for recyclables at your event. For	
Recycling The Port of San Diogo strongly encourages the use recycled materials for food service as well as the providers of waste receptacles for your event has intervation on holding grant events, planse see: http://www.portofsandiego.org/public-documents/d Smoking Prohibited	 recycling of all cane, both receptacies that download/3272-tips-to-hi 	es and all other recyclable materials. The commercia may be designated for recyclables at your event. Fo	

Page 24 of 30

Site Cleanup and Repair for use responsible for leaving the Broadway Pier factilities you use in the condition in which you found them. To this end, please by ware of the following: <u>anstruction material cleanup</u> : All materials from the construction of your event verse must be profiled up and disposed of. This follows all nails, screw and other hardware. When left can a plear or facility flour, these here is particular conditions a harard to publi- distry. It is your responsibility to inform all staff and subcontractors of this requirement. Insideousta densary or responsibility to inform all staff and subcontractors of this requirement. Insideousta densary or densate to the facility: You are responsible for reinbursing the Port of San Diego for any additional cleanup the basenup and damage include, but are not limited to the following. all remove the firstly is the area of the indition of the following. The event of themse including duringstars, bootts, attractions — \$100.00 per day per liam plus cost of the repair. Whice the leader and installations the port of San Diego and any outside continators required to partorm the regain. The Port of San Diego rust remove the firstly is the off San Diego and any outside continators required to partorm the regain. The Port of San Diego rust remove the firstly is more day and any outside continators required to partorm the regain. The Port of San Diego rust remove the firstly is provide the restoration is \$55 per hour for business hours. Weekend and non-business provides to the Port of San Diego are scheduled at leave 18 months in advance. It is possible, however, thet in an operational mergency Broadway Pier will be megated on short nuitice to accommodate a cruss ship call is the line and and page. Parking a Traffic Control Warking the precluded by an emergency cruss ship call, in this event, you will be fully refunded any deposit and fees that you have remitted to the Port of San Diego are scheduled in order to accommodate a crusse ship call to the P	Site Cleanup and	Event Set-Up Information and Guidelines
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nucl be performed and for any damage to a facility or its contents as a result of your event. The charges for insidenuate learning and damage including, but are not imited to the following. atta removal of here including duringments, booths, surractions == \$100.00 per day per liam pitis cost of removal if the Port of San Diego must remove the item(s) to meet operational requirements. Damage: In the event of damage to the pier or a facility or its contents, the Port of San Diego will charge the cost of the repair, which di lectude labor and instantist from the Port of San Diego and any outside contractor required to perform the repair. Which di lectude labor and instantist from the Port of San Diego and any outside contractor required to perform the repair. The Port of San Diego staff labor rate for cleance of \$127.30 per hour Porticy for Cusies Ship Calls . The Port of San Diego are scheduled at least 18 months in advance, it is possible, however, that in an operational emergency Broadway Pier will be required on short notice to accommodate a crusse ship call. If a crusse ship call is required, Broadway and clease to any event on the day preceding the cruise ship call at well as the day of the call. While this possibility is remate, now event could be precluded by an emergency cruise ship call. In this event, you will be fully refunded any deposit and fees that you were remitted to the Port of San Diego in conjunction with the remiting of a facility(s) on B Stove thes. In an operational emergency, your event on Broadway Pier may be precluded in order to accommodate a cruise ship call to the Port of San Diego. Parking & Traffic Control Wase note that with the exception of vehicles loading or unloading in support of set-up or take-drawn of an event, there is No Parking & Broadway Pier. Any organizer planning to conduct an event with expected attendance of five lundeed (500) or more remone ther the Chy of San Diego ar Port of San Diego. Piesee Altah your parking and infific control plan. N	includes all nails, s	crews and other hardware. When left on a pier or facility floor, these tierns in particular constitute a harand to public
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Roadway Pier has a men's and a woman's restroom on the exterior of the Port pawlion that are available for events held outside of the awilion. For outside events, if your anticipated attendance is greater than 250 but less than 500 persons, you are required to have on the at least one portable restroom to sugment the existing restrooms, along with one inditional portable restroom for every additional 250 persons. For events inside the Port pavilion, four additional restrooms are available and you are not required to have on the attents in support of your event. Sustodial Services Vort staff will work with you to determine your custodiat needs and arrange for these with our existed service to provide for them. Custodial service includes pre- and post-event detmap along with on-ske custodial service to spot-clean and maintain restrooms. Your sustodial service is <u>post</u> included in the fee that you pay for your event permit. Please note that custodial service does not include detaining up and disposing of construction materials from booths and other major setup frems. Potable Water & Wash Facilities Votable water is available in the restrooms on throadway Pier; however there are no facilities on the pier or in the pavilon for weshing conforms, dishes, utensils and other event-related items. Cold water is available on both floors of the facility. Please advise Port staff	Please note that v No Parking on 0 persons will be re-	ith the exception of vehicles loading or unloading in support of set-up or take-down of an event, there is readwary Pier. Any organizer planning to conduct an event with expected attendance of five hundred (500) or more ulred to provide an off-site parking locations and/or shuttle service plan and traffic control personnel for the event
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10-volt electricity is available from outlets leade the facility. The pavilon area has 200-amp show power, 110 v outlets on most of its stanchions. The Pavilon's exterior has 3 corners that supply 30amp/220v, where spider boxes can be used. A generator is another aption. You are responsible for providing an electrical source for an event on the pier.	restributes in supp. Custodial Servic Port staff will work Custodial service is custodial service is cleaning up and d Potable Water is a coolsover, dishes, of your hot water.	es with you to determine your custodiat needs and arrange for these with our outside service to provide for them, utudes pre- and post-event detrian along with on-ske custodial service to spot-clean and maintain restreares. Your not included in the fee that you pay for your event permit. Please note that custodial service does not include sposing of construction materials from bootbs and other major setup items. Wash Facilities atlable in the restrooms on Broadway Pier; however there are no facilities on the pier or in the pavilion for washing utensits and other event-related items. Cold water is available on both floors of the facility. Please advise Port staff
Marine Events Permit f this permit request involves any type of water activity, a separate permit from the United States Coast Guard may be required. Name contact the United States Coast Guard Sector San Diego Marine Events Permitting office at 619-278-7261 or 228-7233 Modificient/reargements	restributes in supp Custodial Service Port staff will word Custodial service is custodial service is cleaning up and d Potable Water is Potable Water is coolowere, dishes, of your hot water Electricity 110-vok electricity stanchions. The F option. You are no	es with you to determine your custodiat needs and arrange for these with our outside service to provide for them, utuales pre- and post-event detrian slong with on-ske custodiat service to spot-clean and maintain restrooms. Your not included in the fee that you pay for your event permit. Please note that custodial service does not include sposing of construction materials from booths and other major setup items. Wash Facilities aliable in the restrooms on thoselway Pier; however there are no facilities on the pier or in the pavilon for weshing utensits and other event-related items. Cold water is available on both floors of the facility. Please advise Port staff needs to ensure that access to hot writer sources at the facility can be ananded. Is available from outlets inside the facility. The pavilon area has 200-amp show power, 110 v outlets on most of its avilon's exterior has 3 comers that supply 20ana/220v, where spider boxes can be used. A generator is another sponsible for providing an electrical source for an event on the pier.
lease visit: https://adata.org/publication/temporary-exects-guide_and, https://www.ada.gov/regs2010/httefff_2010/bitefff_2010_regulations.htm	restributes in supp Custodial Servic Port staff will worl Custodial service is custodial service is custodial service is cleaning up and d Potable Water 4 Potable Water 4 Potable Water 5 a colloware, dishes, of your hot water Electricity 110-wolk electricity stanchions. The F option. You are no Marine Events F D this perind require Please contact the	es with you to determine your custodial needs and arrange for these with our outside service to provide for them. utudes pre- and post-event detrain along with on-ske custodial service to spot-clean and maintain restrooms. Your post included in the fee that you pay for your event permit. Please note that custodial service does not include sposing of construction materials from booths and other major setup items. Week Facilities valiable in the restrooms on timoadway Pier; however there are no facilities on the pier or in the pavilion for washing utensits and other event-related items. Cold water is available on both floors of the facility. Please advise Port staff needs to ensure that access to hot writer sources at the facility can be anneeded. Is available from outlets inside the facility. The pavilion area has 200-amp show power, 110 v outlets on most of its available for providing an electrical source for an event on the pier. emit est implies any type of water activity, a separate permit from the Dollod States Coast Guard may be required. Unked States Coast Guard Sector San Diego Marine Events Permitting office at 619-278-7261 or 278-7233.
i acknowledge that I am aware of the Port of San Diogo requirements listed on this page and anderstand my responsibilities. Initial Here->	restributes in supp Custodial Service Port staff will work Custodial service is custodial service is custodial service is custodial service is custodial service is custodial service is cooloware, dishes, of your hot water Electricity 1:0-vok electricity 1:0-vok electricity 1:0-vok electricity 1:0-vok electricity stanchions. The F option. You are co- Marine Events P If this permit reque- Please contact the Additional remove Please visit: Integer Please vis	es with you to determine your custodial needs and arrange for these with our outside service to provide for them. utuales pre- and post-event detrian slong with on-ske custodial service to spot-clean and maintain retrooms. Your not included in the fee that you pay for your event permit. Please note that custodial service does not include sposing of construction materials from booths and other major setup items. Wash Facilities allable in the restrooms on thoselway Pier; however there are no facilities on the pier or in the pavilion for washing utensits and other event-related items. Cold water is available on both floors of the facility. Please advise Port staff needs to ensure that access to hot water sources at the facility can be arranged. Is available from outlets leade the facility. The pavilon area has 200-amp show power, 110 v outlets on most of its available for modulets leade the facility. The pavilon area has 200-amp show power, 110 v outlets on most of its available for providing an electrical source for an event on the pier. ermit est involves any type of water activity, a separate permit from the Dehod States Coast Guard may be required. United States Coast Guard Sector San Diego Marine Events Permitting office at 619-278-7761 or 278-7233 recer //adata.org/publication/temporary events quide and,

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	Deposit & Fee Information	-
Deposit	equires a damage deposit for use of a facility(s) on Broadway Fies. This amount ranges from \$2,000 to	-
\$10,000, depending on t	equires a damage appose for use or a recimpts) on propoway ries. This amount ranges from \$2,000 to the potonkial impact of the proposed event.	
The deposit for your proj	aposed event is 1	
I acknowledge that I - check or credit card.	owe the Port of San Diego the above deposit amount, to be paid via	
	Initial Here >	
Fee The fee for your propose	od event is <u>i</u>	
If you cancel all or a port for the portion of the eve	rtion of this event within 90 (ninety) days of the event date, the Port of San Diego will retain 25% of your fe east that was canceled.	98
I acknowledge that I	owe the Port of San Diego the Above deposit amount, to be paid via	
Check or credit card.	Initial Here->	-

		-	d Candidana	for Park Permi	Angles-1	
Use of	facilities on the					ng lanna and conditions:
1.	Applicant shall emitties.	i comply with all applicable	ie laws, rules, re	gulations and requi	rements of th	e Part District and other governments
2.	of cleaning or		property post ti	he permitted event	The refund p	enditionally to the Port for the purpose recess does not start until 10 days payment.
3.	Either party m such cancellar	wy cancel this parmit by	giving twenty-fou	ar (24) hours' notic Applicant is subje	e to the other of to a cance	party. In the event of an emergency lacion fee of \$35 if applicant provides
٩		This permit shall not be transferred or assigned.				
5	Applicant shaft, to the fullest extent permitted by law, defend, indemnify, and hold harmless San Diego Unified Port District ("District") and its officers, employees, and egents for any and all kability, claims, judgments, damages, proceedings, orders, directives, tosts, including reasonable attainages' fees, or demands arking directly or indirectly out of the obligations undertaken in connection with this Permit, or Applicant's use, occupancy, possession or activities on the Premiser, except claims or fitigation arking through the sole negligence or wilful inteconduct of District. It is the intent of this Paragraph thet Applicant indemnify and hold harmless District for any actions of Applicant or District, including duties that may be legally delegated by Applicant to third parties, except for those arking out of the sole negligence or willful misconduct of District. This indemnify obligation shell apply for the entire time that any third party can make a delim against or sue District for liabilities arising out of Applicant's use, occupancy, possession, or activities on the Premises, or arising from any defect in any part of the Previses.					
6.	insured, Leaun of San Diego r minimum of \$	ance coverage must be in requires a minimum of \$1) force for the da ,000,000 for per roparty damage.	anation of the even sonal and bodily m The same organiz	, including se jury, one pers ation named a	ed Port District" as an additional tup through takedown days. The Port ion and one occurrence; and a as the insured on the certificate of
7.	The rights and	t privileges extended by t	his permit are m	on-acclusive.		
8.	issued. This p	emit may be terminated	immediately by 1	the Port District for	misrepresent	ly for which bits perinit is expressly ation of permit information, violation any public safety agency).
Attack	ments provide	ed (Applicant check all	that apply):			
	Manshai	Disurance Certifi		🛄 Medical Sen	icas Plan	🛄 Waste Removal Plan
Sec	unity Deposit	Security Plan		Pollution Pr	evention Pia	in 🖸 Sibe Man Diagram
		Parking & Traffic	Control Plan	D Evidence of	not-for-prof	it status (501(c)(3) required)
						y knowledge. I understand and ogree Unified Port District Code.
-	Applicant	Name (PRINT)	Арр	Sicant Signature		Carle
Submit	application, atta	achments and fees to: Pr	ut of San Dieg	o Park Permits, J	.O. Box 120	488, San Diego, CA 92112-0488
			Port of Sat	Diego Approval		
Specia	Events Asso	clate Signature			Date	
-	er Signature				Date	

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EXHIBIT E Certificate of Insurance San Diego Unified Port District

By signing this form, the authorized agent or broker *certifies* the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage noted on page 2 of this certificate.
- (3) Signed copies of *all* endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

	Return this form to:	now.com		
Name and	d Address of Insured (Consultan	t)	SDUPD Agreement	Number:
				all operations of named insureds on District h all agreements between the District and Insured.
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability		Commencement Date:	Each Occurrence:
	Occurrence Form Claims-made Form Retro Date Liquor Liability		Expiration Date:	\$ General Aggregate:
	Deductible/SIR: \$			\$
	Commercial Automobile Liability		Commencement Date:	Each Occurrence:
	All AutosOwned Autos		Expiration Date:	\$
	Non-Owned & Hired Autos			
	Workers' Compensation – Statutory		Commencement Date:	E.L. Each Accident \$
	Employer's Liability		Expiration Date:	E.L. Disease Each Employee \$
				E.L. Disease Policy Limit \$
	Excess/Umbrella Liability		Commencement Date:	Each Occurrence: \$
			Expiration Date:	General Aggregate: \$
CO LTR	COMPANIES AF	FORDING COVE	A. M. BEST RATING	
A				
В				
С				
D				
				or better unless approved in writing by the District.
Name and A	Address of Authorized Agent(s) or Broke	r(s)	E-mail Address:	
			Phone:	Fax Number:
			Signature of Authorized A	gent(s) or Broker(s)
				Date:

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SAN DIEGO UNIFIED PORT DISTRICT

REQUIRED INSURANCE ENDORSEMENT

ENDORSEMENT NO.

EFFECTIVE DATE

POLICY NO.

NAMED INSURED:

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.

2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.

3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").

4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District c/o Ebix BPO P.O. Box 100085 – 185 Duluth, GA 30096 – OR – Email to <u>sdupd@prod.certificatesnow.com</u> Fax: 1.866.866.4516 EXHIBIT F Logos of San Diego Festival 2019 and San Diego Unified Port District

[Logos to be inserted prior to execution of special event permits.]

RESOLUTION <u>2018-130</u>

3

RESOLUTION WAIVING BPC POLICY NO. 110 SECTION II (E) AND AUTHORIZING AN AGREEMENT WITH STAY CLASSY SAN DIEGO, LLC FOR SPONSORSHIP OF A SAN DIEGO FESTIVAL NOVEMBER 22-24, 2019 ON DISTRICT TIDELANDS WITH WAIVER OF DISTRICT SERVICES NOT TO EXCEED \$350,000.

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1; and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials and equipment, and grants; and

WHEREAS, the BPC adopted BPC Policy No. 110 Section II (E) that requires agreements in excess of \$175,000 to be approved by the BPC; and

WHEREAS, staff was approached by representatives of Stay Classy San Diego, LLC (SCSD) with the concept of investing in the region with the creation of a premier three day waterfront culinary arts and music festival for 2019 (Festival) that will span several locations on and adjacent to the San Diego Bay waterfront; and

WHEREAS, the proposed venues for the 2019 Festival include public and privately managed facilities in District parks and Broadway Pier, and on tenant leaseholds; and

WHEREAS, the principals of SCSD have an accomplished track record of successful event production and promotion, along with the professional experience and proven ability to secure substantial sponsorships from multiple entities to produce distinctive events with national recognition; and

WHEREAS, the event is proposed for Friday through Sunday, November 22-24, 2019, the weekend prior to Thanksgiving, and this time frame presents an opportunity to activate District tidelands and has the potential to generate high numbers of incremental room-nights and other visitor spending during a typically low tourism weekend; and

WHEREAS, waiver of the proposed \$350,000 District services and facilities fees are anticipated to occur during FY 2020 and will be included in that year's budget, subject to BPC approval upon adoption of the budget; and

WHEREAS, this event is anticipated to generate indirect revenue consisting of concession rent from District tenant hotels, restaurants, retail enterprises and tenant/operator parking facilities, and direct revenues from ticket sales; and

WHEREAS, sponsorship of this event will also generate indirect value from the promotional considerations to be provided to the District; and

WHEREAS, the Festival is projected to generate direct revenue to numerous District tenant businesses including hotels, restaurants, retail enterprises, parking facilities and visitor attractions; and

WHEREAS, this business revenue in turn results in concession rent to the District; and

WHEREAS, the proposed sponsorship agreement with SCSD for the Festival also contains provisions for the District to receive percentage rent from SCSD if gross ticket revenue exceeds a threshold amount of \$7,250,000, the District receives 3.5% of the difference between the threshold amount and the actual gross ticket revenue and if actual gross ticket revenue is less than the threshold amount of \$7,250,000, the District would receive a minimum rent of two-thirds of the above \$10,220 in total forecasted versus threshold ticket revenue amount, or \$6,813; and

WHEREAS, the proposed agreement also contains an extensive array of branding, promotional and community engagement considerations to the District such as District designation as presenting sponsor of the Festival; District banner and logo placement in the individual Festival venues; dedicated space for District promotional activity; District-produced ads, videos and logo placement throughout the Festival print and electronic collateral; and District and San Diego Bay mentions, images, video and social media presence in on-site announcements, narrations, live and post-event productions, and broadcast coverage of the Festival; and

WHEREAS, staff recommends waiving BPC Policy No. 110 Section II (E) and entering into an agreement with SCSD due to the percentage rent and promotional value to the District as outlined above.

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners (BPC) of the San Diego Unified Port District (District), does hereby wave BPC Policy No. 110 Section II (E), and the Executive Director, or 2018-130

her designated representative, is hereby authorized on behalf of the District to enter into an agreement with Stay Classy San Diego, LLC for sponsorship of a premier three day culinary arts and music festival, to take place on District tidelands from November 22-24, 2019 with up to \$350,000 in District services.

APPROVED AS TO FORM AND LEGALITY: GENERAL COUNSEL

By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 17th day of July 2018, by the following vote:

AYES: Castellanos, Malcolm, Merrifield, Moore, Valderrama, and Zucchet NAYS: None. EXCUSED: Bonelli ABSENT: None. ABSTAIN: None.

Rafael Castellanos, Chairman Board of Port Commissioners

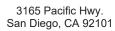
ATTEST:

Norales

Donna Morales District Clerk

(Seal)

(60) San Diego Unified Port District



Item No. 16

Resolution No. 2018-130

File #:2018-0268

DATE: July 17, 2018

SUBJECT:

RESOLUTION WAIVING BOARD OF PORT COMMISSIONERS POLICY NO. 110 SECTION II E AND AUTHORIZING AN AGREEMENT WITH STAY CLASSY SAN DIEGO, LLC FOR SPONSORSHIP OF A SAN DIEGO FESTIVAL IN NOVEMBER 2019 ON THE DOWNTOWN SAN DIEGO WATERFRONT IN AN AMOUNT NOT TO EXCEED \$100,000 IN FUNDING AND WAIVER OF DISTRICT SERVICES NOT TO EXCEED \$350,000; FY 2019 EXPENDITURES ARE BUDGETED

EXECUTIVE SUMMARY:

District staff was approached by representatives of Stay Classy San Diego, LLC (SCSD) with the concept of investing in the region with the creation of a premier three day waterfront culinary arts and music festival for 2019 (Festival) that will span several locations on and adjacent to the San Diego Bay waterfront. The principals of SCSD have an accomplished track record of successful event production and promotion, along with the professional experience and proven ability to secure substantial sponsorships from multiple entities to produce distinctive events with national recognition. The prospective event is proposed for November 2019 during the weekend prior to Thanksgiving. This time frame presents an opportunity to activate District tidelands with high quality family-friendly entertainment and attractions including music, culinary, and arts, with a three-day festival that has the potential to generate high numbers of incremental room-nights and other visitor spending during a typically low tourism weekend. The proposed venues for the 2019 Festival include public and privately managed facilities in District parks and Broadway Pier; and on tenant leaseholds. The Festival will span Friday through Sunday, November 22-24, 2019.

This agenda item is being brought forward for the Board to adopt a resolution to authorize and agreement with Stay Classy San Diego, LLC (Attachment A) for District sponsorship of a premier three-day waterfront Festival in November 2019. Board of Port Commissioners Policy No. 110 Section II E requires that agreements for over \$175,000 use a formal solicitation process. Staff recommends waiving that process and entering into an agreement with SCSD.

RECOMMENDATION:

Adopt a resolution waiving Board of Port Commissioners Policy No. 110 Section II E and authorizing an agreement with Stay Classy San Diego, LLC for sponsorship of a festival event in November 2019, in an amount not to exceed \$100,000 in funding and up to \$350,000 in District services.

FISCAL IMPACT:

San Diego Unified Port District

While the Festival will occur during FY 2020, the special event expenditure in the amount of \$100,000 will be incurred during the FY 2019 budget year due to the lead time required for the event sponsor to effectively market and promote a multi-day entertainment event of this scale and magnitude as well as contract with high-profile entertainers.

Funds for this major event sponsorship of \$100,000 are budgeted in the Waterfront Arts & Activation department's FY 2019 non-personnel expense budget. Waiver of the proposed \$350,000 District services and facilities fees are anticipated to occur during FY 2020 and will be included in that year's budget, subject to Board approval upon adoption of the budget.

This event is anticipated to generate indirect revenue consisting of concession rent from District tenant hotels, restaurants, retail enterprises and tenant/operator parking facilities, and direct revenues from ticket sales. Sponsorship of this event will also generate indirect value from the promotional considerations to be provided to the District.

COMPASS STRATEGIC GOALS:

The Festival on the downtown Embarcadero will activate multiple locations on the District tidelands with several thousand visitors who will experience San Diego Bay and the waterfront, contribute to the social media following of the District and its activities, and generate revenue to the District and its tenants during a timeframe in the region's low season for tourism. This agenda item therefore supports the following Strategic Goal(s):

- A thriving and modern maritime seaport.
- A vibrant waterfront destination where residents and visitors converge.
- A Port that is a safe place to visit, work and play.
- A financially sustainable Port that drives job creation and regional economic vitality.

DISCUSSION:

The District's mission includes activating the waterfront with unique special events that will engage a wide range of audiences and enhance the waterfront experience throughout the year. The principals of SCSD -- Paul Thornton and Ernie Hahn -- have a proven track record of success in the production and promotion of events that include major outdoor festivals. Their experience also entails the development of outdoor music venues, the most notable of which is the Skyline Theatre at the Long Center in Austin, Texas. Paul Thornton has over 25 years of experience in event production that includes major elements of the ESPN X Games, Formula 1 Racing, and Austin FanFest, an annual motor sports festival. Ernie Hahn has served as the general manager of the Valley View Casino Center/San Diego Sports Arena for the past 12 years, overseeing the booking, development, sponsorship and day-to-day operations of the arena. Mr. Hahn was instrumental in the return of the American Hockey League San Diego Gulls to the Arena, where they are one of the top-attendance teams in all of minor league hockey.

The proposed Festival will span 3 days - Friday through Sunday, November 22-24, 2019 - and is designed to appeal to a variety of age groups and demographics including families. The Festival will

feature culinary, arts, and musical entertainment in a variety of genres in each of the following venues: Embarcadero Marina Park North, Embarcadero Marina Park South and Broadway Pier, as well as the San Diego Convention Center, San Diego Bayfront Park, Fifth Avenue Landing Park, and - if available - the main parking lot of Seaport Village at the foot of Kettner Boulevard. Any usage of non-public tidelands locations and San Diego Bayfront Park and Fifth Avenue Landing Park will be arranged with the appropriate parties for those facilities. The vision of the producers is to provide activities and entertainment offerings in public facilities along the Embarcadero Promenade that connects these venues to each other, and to promote and support any attractions at District tenant businesses that are located along this route.

The Festival is strategically timed to be held on the weekend prior to Thanksgiving 2019, a period when tourism to the San Diego region is typically low in comparison with the rest of the year and an optimum time for a destination event. Accordingly, the Festival provides an important opportunity to make San Diego Bay and the region a destination during this timeframe, with the potential to attract families and individuals to the Tidelands for extended stays that include the days of the event and the subsequent week and weekend of the Thanksgiving holiday.

The Festival is projected to generate direct revenue to numerous District tenant businesses including hotels, restaurants, retail enterprises, parking facilities and visitor attractions. This business revenue in turn results in concession rent to the District. The proposed sponsorship agreement with SCSD for the festival also contains provisions for the District to receive percentage rent from SCSD in the following manner:

- If gross ticket revenue exceeds a threshold amount of \$7,250,000, the District receives 3.5% of the difference between the threshold amount and the actual gross ticket revenue. The forecasted gross ticket revenue amount is \$7,542,000. By way of example, if this forecasted amount is the actual gross ticket revenue, the District would receive 3.5% of the difference between \$7,542,000 and \$7,250,000, totaling \$10,220.
- If actual gross ticket revenue is less than the threshold amount of \$7,250,000, the District would receive a minimum rent of two-thirds of the above \$10,220 in total forecasted versus threshold ticket revenue amount, or \$6,813.

The proposed agreement also contains an extensive array of branding, promotional and community engagement considerations to the District. Highlights of these include:

Branding & Promotions

- District designation as presenting sponsor of the Festival;
- Prominent District banner and logo placement in the individual Festival venues;
- Dedicated space for District promotional activity;
- District-produced ads, videos and logo placement throughout the Festival print and electronic collateral;
- District and San Diego Bay mentions, images, video and social media presence in onsite announcements, narrations, live and post-event productions, and broadcast coverage of the Festival.

Community Engagement

- Low-cost or free admission for individuals from underserved communities;
- Outreach to local schools to offer concert production facilities tours and introduction to the business of concert production and promotion.

Additionally, the proposed sponsorship agreement requires SCSD to complete an analysis of the economic, media and promotional impacts of the Festival. This analysis will inform the District as to the indirect revenue impacts of the Festival from tenant concession rent, as well as provide estimated value of the branding and promotional considerations provided to the District by SCSD. When this analysis is received and evaluated, staff will provide a review of the impacts of the Festival for the Board.

The attached agreement (Attachment A) contains the specific financial and promotional considerations that the District and SCSD will provide to the other entity. The promotion that will occur in advance of the 2019 Festival is anticipated to maximize attendance and, by extension, the financial and promotional impacts to the District, its tenants and the region.

Board of Port Commissioners Policy No. 110 Section II E requires that agreement for over \$175,000 use a formal solicitation process. Staff recommends waiving that process and entering into an agreement with SCSD.

General Counsel's Comments:

The Office of the General Counsel has reviewed the terms and conditions of the agreement with Stay Classy San Diego, LLC and approves as to form and legality. The agreement requires Stay Classy San Diego, LLC to provide indemnity to the District as well as commercial general liability insurance coverages as follows: \$10M for personal injury; \$2M for property damage; \$1M for commercial vehicle; \$1M workers compensation; and \$1M liquor liability. The District will also procure Special Event Liability excess insurance which will provide coverage for the District for any amounts not covered by Stay Classy San Diego, LLC's insurance or indemnity obligations to the District.

Environmental Review:

The Board direction or action, including without limitation, a resolution authorizing an agreement with Stay Classy San Diego, LLC for sponsorship of a San Diego Festival is Categorically Exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), 15311 (Accessory Structures), and/or 15323 (Normal Operations of Facilities for Public Gatherings) and Sections 3.a., 3.d. (6), and/or 3.i. of the District's Guidelines for Compliance with CEQA because the project in question proposes a temporary event occurring over 3 days, with a maximum set up and break down of 7 days, that would involve a negligible expansion of use beyond that previously existing, would not involve the removal of mature scenic trees, would have no permanent effects on the environment, would involve the erection of temporary structures that would be disassembled at the end of the event, and would consist of the normal operations of existing facilities for public gatherings. The District has determined none of the six exceptions to the use of a categorical exemption apply to this project (CEQA Guidelines Section 15300.2), because the location of this project would not result in an impact that would ordinarily be

considered insignificant, no cumulative impacts would result from this projects, as the facilities would have substantially the same purpose and capacity, there is no reasonable possibility that the project would result in a significant impact, the project site would not result in damage to scenic resources, especially within a state scenic highway, the project site is not located on within a hazardous waste site, and the project would not result in a substantial adverse change in the significance of a historical resource. Pursuant to Section 15378(c) of the State CEQA Guidelines, the term "project" refers to the activity being approved, which may be subject to several discretionary approvals of governmental agencies, and does not mean each separate governmental approval. No further action under CEQA is required.

In addition, the proposed Board direction or action complies with Sections 35, 82, and 87 of the Port Act, which allow for: the Board to do all acts necessary and convenient for the exercise of its powers; the use of funds for advertising the commercial and other advantages of the District and encouraging and promoting commerce; and the construction, reconstruction, repair, maintenance, and operation of public buildings, public assembly and meeting places, convention centers, parks, playgrounds, bathhouses and bathing facilities, recreation and fishing piers, public recreation facilities, including, but not limited to, public golf courses, and for all works, buildings, facilities, utilities, structures, and appliances incidental, necessary, or convenient for the promotion and accommodation of any of those uses. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board direction or action is consistent with the Public Trust Doctrine.

Finally, the proposed Board direction or action does not allow for "development," as defined in Section 30106 of the California Coastal Act, or "new development," pursuant to Section 1.a. of the District's Coastal Development Permit (CDP) Regulations because they will not result in, without limitation, a physical change, change in use or increase the intensity of uses. Therefore, issuance of a CDP or exclusion is not required at this time. However, future development of the project will require issuance of a CDP by the District and the item will come to the Board at a future date. The project's future development, as defined in Section 30106 of the Coastal Act, will remain subject to its own independent review pursuant to the District's certified CDP Regulations, PMP, and Chapters 3 and 8 of the Coastal Act. The Board's direction or action in no way limits the exercise of the District's discretion under the District's CDP Regulations. Therefore, issuance of a CDP or exclusion is not required at this time.

Equal Opportunity Program:

Not applicable.

PREPARED BY:

Yvonne Wise Director, Waterfront Arts & Activation

Jim Hutzelman Manager, Business Development & Recreation Services Waterfront Arts & Activation

Attachment(s): Attachment A: Agreement between San Diego Unified Port District and Stay Classy San Diego, LLC

AGREEMENT BETWEEN SAN DIEGO UNIFIED PORT DISTRICT and STAY CLASSY SAN DIEGO, LLC

The parties to this agreement ("Agreement") are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District") and STAY CLASSY SAN DIEGO, LLC, a Texas limited liability company ("SCSD"). The District and SCSD may from time to time hereinafter be referred to singularly as, "Party", and collectively as, the "Parties."

Recitals:

WHEREAS, the District's mission includes activating the waterfront with special events that engage a wide range of audiences and enhance the waterfront experience throughout the year; and

WHEREAS, SCSD has contacted the District with a concept for partnering with the District on a world-class multi-venue public entertainment event with a unique mix of music, artisans, culinary offerings, a variety of activities and attractions, and opportunities for District tenants to participate; and

WHEREAS, SCSD desires to create and produce this high-profile multi-day event on District tidelands on the downtown waterfront of San Diego, California from Friday, November 22 to Sunday, November 24, 2019, the weekend prior to the Thanksgiving holiday when tourism to the San Diego region is typically low; and

WHEREAS, SCSD desires for the District to provide certain sponsorship funding and perform certain services for this special event which will become the premier waterfront festival, of a unique scope and scale, herein referred to as the San Diego Festival 2019, in exchange for SCSD producing the event, and providing the District with a percentage of ticket revenue as well as certain promotional and community engagement considerations; and

WHEREAS, the District and SCSD now desire to enter into an agreement to set forth the terms and conditions upon which the District will provide SCSD with certain sponsorship funding and perform certain services in exchange for SCSD producing the premier San Diego Festival 2019, and providing the District with certain promotional and community engagement considerations resulting from San Diego Festival 2019.

NOW THEREFORE, for valuable consideration receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>TERM OF AGREEMENT</u>. This Agreement shall commence on July 17, 2018 and shall terminate on February 29, 2020, subject to earlier termination as provided herein ("Term").
- 2. <u>PRODUCTION OF SAN DIEGO FESTIVAL 2019</u>. SCSD shall produce a consecutive 3-day San Diego Festival 2019 event from November 22-24, 2019 in the locations shown on <u>Exhibit A</u>, attached hereto and incorporated herein by reference ("Premises"), in a configuration mutually agreed upon by the District and SCSD and subsequently appended to this Agreement as Exhibit A-1 ("San Diego Festival 2019 Event Layout") when completed.
- 3. <u>SCOPE OF SERVICES & REMITTANCES</u>. SCSD shall provide to the District all of the services and remittances set forth in <u>Exhibit B</u>, Scope of Services & Remittances, attached hereto and incorporated herein by reference. No later than June 30, 2019, SCSD shall deliver to the District a draft schedule for San Diego Festival 2019 which schedule shall include, at a minimum, scheduling for all of the services set forth in <u>Exhibit B</u> to be performed by SCSD ("San Diego Festival 2019 Schedule"). SCSD shall work with the District in good faith to finalize the content and execution of the services to be performed by SCSD for the District as part of San Diego Festival 2019. SCSD shall keep the Executive Director of the District or her designated representative informed of the progress of said services at all times during the Term through progress reports in a format and on a schedule any changes to the San Diego Festival 2019 Schedule and shall identify problem areas and important issues that may affect the San Diego

Festival 2019 Schedule. The District shall have the right, in its reasonable discretion, to disapprove any changes in the dates of San Diego Festival 2019, any changes to the content and execution of the services that are part of the services to be provided by SCSD to the District as part of San Diego Festival 2019, and any changes to the configuration of San Diego Festival 2019 as depicted in the San Diego Festival 2019 Event Layout.

4. SCOPE OF SPONSORSHIP AND SERVICES. In consideration for SCSD's completion of the production of San Diego Festival 2019 and SCSD's delivery of the Services and Considerations listed in Exhibit B, the District shall: (i) grant to SCSD One Hundred Thousand Dollars (\$100,000) ("Sponsorship Funding"); (ii) waive the District Permit fees for use of the Premises in an amount not to exceed Two Hundred and Nineteen Thousand Dollars (\$219,000) ("Permit Fees"); and (iii) waive the service fees for the services of the San Diego Harbor Police in an amount up to One Hundred and Fifteen Thousand Dollars (\$115,000) ("HPD Fees"); and (iv) waive up to Sixteen Thousand Dollars (\$16,000) for District staff services to conduct consistency review and processing of Coastal Act ("Coastal") permits for San Diego Festival 2019 event ("Coastal Fees"). The Sponsorship Funding, Permit Fees, HPD Fees, and Coastal Fees are collectively referred to herein as, the "Sponsorship." SCSD is responsible for all other costs associated with the San Diego Festival 2019 including any deposits required by the District, to be determined at the District's discretion.

In addition to the Sponsorship, provided SCSD has furnished the District with all information needed and requested, the District will provide Marketing & Advertising Support for San Diego Festival 2019 consisting of: (a) District staff to use commercially reasonable efforts to coordinate with the San Diego Tourism Authority staff to promote San Diego Festival 2019 to travel writers and major print and broadcast media; (b) District to promote San Diego Festival 2019 to travel writers and major through District's Facebook[™] page and Twitter[™] page using tagging handles recommended by SCSD and reasonably acceptable to the District on a monthly basis commencing on a mutually agreeable date; and (c) District to include San

Diego Festival 2019 in the "Upcoming Events" section of its website at portofsandiego.org and on its Facebook™ page and provide links to SCSD's designated website for further information (collectively, "Marketing & Advertising Support"). Provided SCSD has furnished the District with all information needed and requested, the District will also provide Communications & Publicity Inclusion for the San Diego Festival 2019 consisting of: (a) no later than September 20, 2019 the District will generate and distribute a news release specific to San Diego Festival 2019 that showcases the District's role in supporting San Diego Festival 2019, along with details for San Diego Festival 2019 (i.e., date, times, and location) for members of the public who may be interested in attending San Diego Festival 2019; and (b) the District to include references to San Diego Festival 2019 in all E-blast distributions to the subscribers on the District's distribution lists for Community Events, Recreation & Tours and Headlines (collectively, "Communications & Publicity Inclusion"). The Marketing & Advertising Support and Communications & Publicity Inclusion are collectively referred to herein as, the "Media Services", and together with the Sponsorship shall collectively be referred to herein as, the "Sponsorship & Services".

Subject to the conditions set forth in this Agreement and provided this Agreement has not been terminated, the District agrees to deliver to SCSD the Sponsorship Funding, in advance of the San Diego Festival 2019 event and SCSD's delivery of the services set forth in Attachment B, within ten (10) business days of successful completion of review and entitlement of San Diego Festival 2019 under the Coastal Act.

- a. There shall be no changes to the configuration of the San Diego Festival 2019 Event Layout that impact sound direction or level, coastal access, availability of public parking, water or air quality that have not been approved by the District in writing, in its sole and absolute discretion; and
- SCSD shall have executed and delivered to the District a "Public Park Large/Corporate Event Permit Application" ("Permit") for the use of all park spaces and open space in the District's jurisdiction and a Broadway Pier &

Pavilion Event Application and Agreement for the use of space on the District's Broadway Pier that will be utilized by SCSD in conjunction with San Diego Festival 2019, in a form acceptable to the District in its sole and reasonable discretion and substantially in the form attached hereto as Exhibit C and Exhibit D and incorporated herein by reference; and

 SCSD shall deliver to the District a Letter of Credit in the amount of \$50,000 as a security deposit to the District.

The conditions set forth in items (a)-(c) above are for the benefit of the District and may only be waived by the District. The District expressly reserves the right to deny any consent and approvals required for items (a)-(c) above in its sole and absolute discretion without any liability to the District. In the event SCSD fails to satisfy any of the conditions set forth in items (a)-(c) above on or prior to May 31, 2019, the District may elect not to advance the Sponsorship Funding to SCSD in its sole and absolute discretion. Moreover, in the event that the District does advance the Sponsorship Funding to SCSD, either with or without completion of the conditions set forth in items (a)-(c) above, SCSD agrees to immediately return the Sponsorship Funding in whole to the District, without any further notice from the District, if this Agreement is terminated pursuant to Section 19.

5. <u>FINANCIAL STATEMENTS AND RECORDS</u>.

a. SCSD shall maintain full and complete books of account, records, financial statements, income and other tax forms and documentation related to San Diego Festival 2019. SCSD shall keep or cause to be kept accurate and complete records and double entry books of account of all financial transactions related to its gross ticket sales and value of complimentary tickets and admissions distributed in pursuance of San Diego Festival 2019 ("Ticket Records."). Ticket Records shall be open to inspection of the District at all reasonable times in the City of San Diego.

- b. Ticket Records shall be maintained by SCSD for a period of three (3) years after completion of San Diego Festival 2019 or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- SCSD understands and agrees that after completion of San Diego Festival C. 2019 the District shall have the right to audit all ticket sale records, whether or not final, which SCSD or anyone else associated with San Diego Festival 2019 has prepared or which relate to San Diego Festival 2019 regardless of whether such records have previously been provided to the District as part of Ticket Records. At its sole cost and expense, SCSD shall provide District with copies of all such records within five (5) business days of a written request by the District. District's right shall also include inspection at reasonable times of the SCSD's office or facilities, which are engaged in the performance of services pursuant to this Agreement. SCSD shall, at no cost to the District, furnish reasonable facilities and assistance for such review and audit. SCSD's failure to provide the records within the time requested by the District shall result in SCSD's automatic forfeiture of the Sponsorship Funding, which SCSD shall return immediately to the District, without further notice from the District.
- d. By January 15, 2020, SCSD shall render to the District, in a form prescribed by the District, a detailed report of SCSD's total gross ticket income and value of complimentary tickets and admissions for San Diego Festival 2019. The report shall be signed by an authorized representative of SCSD under penalty of perjury and shall, at a minimum, include (i) the total gross income for San Diego Festival 2019 itemized as to each of the business categories for which the District will receive a financial consideration as part of the Services & Remittances; (ii) a detailed accounting of ticket sales including but not limited to numbers, classifications and prices of tickets sold; and (iii) calculations of the ticket

sales excluded from (ii) above for any of the high end hospitality areas that are related to a pre-existing right to attend San Diego Festival 2019 Concurrently with the delivery of the report described in this Section 5(d), but in no event later than January 31, 2020, SCSD shall deliver to the District payment of any and all financial considerations that are part of the Services & Considerations.

This Section 5 shall survive the expiration or earlier termination of this Agreement.

6. POST-EVENT REPORT. At its sole cost and expense, SCSD shall retain an independent consultant, approved by the District in its reasonable discretion, to prepare a post-event report ("Post-Event Report"), the scope of which is set forth within. The Post-Event Report shall be delivered to the District no later than February 29, 2020. The post-event report shall include the following information related to San Diego Festival 2019: (i) documented room-nights at District tenant and non-tenant hotels, (ii) direct and total economic impact of San Diego Festival 2019 on and off the area within the jurisdiction of the District, (iii) verifiable attendance numbers – both paid and non-paid – at the Premises for San Diego Festival 2019, (iv) detailed promotional impact including value of individual promotional and branding elements, (v) anecdotal accounts of economic impact to local businesses, (vi) SCSD's Ticket Records, and (vii) description of the methodologies used for obtaining all of the foregoing quantitative information. SCSD agrees to provide the independent consultant with any and all information needed by the consultant to prepare and complete the Post-Event Report. This Section 6 shall survive the expiration or earlier termination of this Agreement.

7. <u>SCSD'S CONTRACTORS</u>

a. SCSD may contract for the performance of certain services required under this Agreement; provided, however, SCSD shall remain responsible to the District for any and all services, considerations and obligations required under this Agreement, whether performed by SCSD or SCSD's contractors. SCSD shall compensate each of SCSD's contractors in the time periods required by law. Any contractors employed by SCSD shall be independent service providers and not agents of District. SCSD shall insure that its contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

- b. SCSD shall also include a clause in its agreements with contractors (not including SCSD's attorneys) that reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit Ticket Records. SCSD
- 8. COMPLIANCE. In performance of this Agreement, SCSD shall comply with all applicable federal, state, regional and local laws, rules and regulations and District policies applicable to the performance of this Agreement and the Premises as they exist now or as may be added or amended, including without limitation, Article 10 of the San Diego Unified Port District Code (Stormwater Management and Discharge Control), the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. SCSD shall also comply with the Political Reform Act provisions of the California Government Code, as applicable. In addition, SCSD acknowledges and agrees that: (a) District makes no representation concerning the applicability of any wage laws, including, but not limited to California Labor Code §§ 1720 through 1815, et seq. ("PWL"). To the extent SCSD intends to perform any construction, alteration, demolition, installation or repair work ("Construction") on the Premises, SCSD warrants and acknowledges that: (1) District is not paying for or subsidizing, in whole or in part, any such Construction; and (2) SCSD shall make its own determination regarding the applicability of any PWL to such Construction. SCSD assumes any and all risk in connection with the application of PWL to any Construction performed on the Premises on behalf of SCSD; and (b) SCSD's violations of PWL shall

constitute a default under this Agreement unless such violation is cured in a timely and reasonable manner.

- 9. <u>INDEPENDENT ANALYSIS</u>. In the performance of this Agreement, SCSD shall arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than the normal contract monitoring provided herein; provided, however, SCSD shall possess no authority with respect to any District decision.
- 10. <u>ASSIGNMENT</u>. SCSD shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express prior written consent of the District in each instance and such consent shall not be unreasonably withheld, omitted or delayed.

11. INDEMNIFY, DEFEND, HOLD HARMLESS

Duty to Indemnify, duty to defend and hold harmless: To the fullest extent a. provided by law, SCSD agrees to defend, indemnify and hold harmless the District, its agents, officers and employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) and expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including but not limited to, SCSD's officers, agents, contractors, and employees ("Claims"), caused by, arising out of, or related to SCSD's performance of this Agreement, including without limitation, the production of San Diego Festival 2019, the Services & Considerations, or failure to act by SCSD, its officers, agents, contractors and employees. SCSD's duty to defend, indemnify, and hold harmless shall not include any Claims arising from the sole negligence or willful misconduct of the District. The indemnity obligation shall apply for the entire time that any third party can make a claim against or sue the District for liabilities caused by, arising out of, or related to SCSD's performance of this Agreement.

- b. SCSD further agrees that the duty to indemnify, and the duty to defend the District as set forth in Section 11.a above, requires that SCSD pay all attorneys' fees and costs the District incurs associated with or related to enforcing the indemnification provisions, and defending any Claims.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claims. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claims, SCSD agrees to pay all reasonable attorneys' fees and all costs incurred by the District.

This Section 11 shall survive the expiration or earlier termination of this Agreement.

12. INSURANCE REQUIREMENTS

- a. SCSD shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than One Million Dollars (\$1,000,000) per Occurrence and Aggregate for bodily injury and personal injury; and no less than Two Million Dollars (\$2,000,000) for property damage.

Umbrella or Excess Liability insurance with limits no less than Nine Million Dollars (\$9,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the Commercial General Liability policy.

- (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed Five Thousand Dollars (\$5,000) unless the District has approved of a higher deductible or self-insured retention in writing.
- (b) The Commercial General Liability policy shall be endorsed to include the District, its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (<u>Exhibit D</u>, Certificate of Insurance, attached hereto and incorporated herein).
- (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or selfinsurance maintained by the District shall be in excess of SCSD's insurance and shall not contribute to it.
- (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation, statutory limits, is required of SCSD and all contractors (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than One Million Dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease

each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

- (4) SCSD's alcohol and liquor provider (Subcontractor) shall provide and maintain Liquor Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence shall be maintained for the sale of alcoholic beverages. Subcontractor shall provide the aforementioned coverage for and Licensee or sponsor participating in the sale or sampling of alcoholic beverages. Subcontractor shall name the District as an additional insured for Liquor Liability coverage.
- b. SCSD shall furnish the District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A certificate of insurance in the form attached as <u>Exhibit E</u> and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be ten (10) days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least thirty (30) days in advance of policy cancellation. SCSD shall also provide notice to the District prior to cancellation of, or any change in, the stated coverages of insurance.
- c. The certificate of insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the Commercial General Liability coverage.

- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on SCSD or SCSD's contractors or any tier of SCSD's contractors. The District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
- 13. <u>ACCURACY OF SERVICES</u>. SCSD shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. SCSD shall correct such deficiencies at no cost or expense to the District. Furthermore, SCSD expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. SCSD shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, San Diego Festival 2019, or any other person related to San Diego Festival 2019, including SCSD or its agents, employees, or contractors.
- 14. <u>NO RELATIONSHIP</u>. SCSD and any agent, employee, or contractor of SCSD shall act in an independent capacity and not as agents, officers or employees of the District. The District assumes no liability for SCSD's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by SCSD. SCSD shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. SCSD disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
- 15. <u>ADVICE OF COUNSEL</u>. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the Parties hereto. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement. The Agreement and the formation, interpretation and performance of this Agreement shall be construed,

interpreted and applied in accordance with and governed by and enforced under the laws of the State of California.

- 16. <u>INDEPENDENT REVIEW</u>. Each Party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
- 17. <u>INTEGRATION AND MODIFICATION</u>. Except for the Permits, a copies of which are attached hereto as <u>Exhibit C</u> (Large/Corporate Event Permit, "Permit 1") and Exhibit D (Broadway Pier & Pavilion Special Event Permit, "Permit 2"), collectively referred to as "Permits", this Agreement contains the entire Agreement between the Parties with regard to San Diego Festival 2019 and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Agreement. Except for this Agreement and the Permits, there are no other written or oral understandings between the Parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by each of the Parties hereto.
- 18. <u>OWNERSHIP OF RECORDS</u>. SCSD and the District agree that the Post-Event Report shall be the property of the District, and SCSD from the moment of its preparation, and all of the above mentioned parties shall have the perpetual and worldwide right to use, reproduce, distribute, and create derivative works. SCSD shall not disclose to any public or private person or entity any information regarding the activities of District, except as expressly authorized in advance in writing by the District.
- 19. <u>DEFAULT</u>. Except as expressly provided herein, either Party may terminate this Agreement immediately by notice in writing to the other party if that other party

shall commit a breach of the terms, covenants, or conditions of this Agreement or the Permit and fail to remedy such breach complained of (i) within fourteen (14) days of being notified of such breach if such breach occurs anytime during the Term except if breach occurs during the following periods which shall require: seventy two hours (72) between November 1, 2019 - November 21, 2019; and twenty four (24) hours' notice between November 22 – November 24, 2019; and seventy two (72) hours' notice between November 25 – December 15, 2019. Additionally, this Agreement may be terminated by mutual agreement of the District and SCSD in writing. If the Agreement is terminated by mutual agreement or by the District as a result of a breach by SCSD, SCSD shall immediately reimburse the District for the Sponsorship Funding and if applicable, remove from the Premises. The District shall further have all other rights and remedies as Moreover, SCSD shall also immediately reimburse the provided by law. Sponsorship Funding to the District, without further notice from the District, if (x) San Diego Festival 2019 is canceled in whole or in part, except that portions of San Diego Festival 2019 may be canceled by SCSD if it is determined by the District in its reasonable discretion that (1) certain weather conditions do not reasonably allow San Diego Festival 2019 to continue; and (2) San Diego Festival 2019 is completed to the satisfaction of the District; or (y) if SCSD fails to provide the District with the reports and information described in Sections 5 and 6 of this Agreement. The performance by SCSD of the Services & Remittances set forth in Exhibit B will be considered by the District when determining whether San Diego Festival 2019 was reasonably satisfactorily completed. Termination of this Agreement as provided in this paragraph shall release the District from any further obligations, liability and claims hereunder by SCSD.

This Section 19 shall survive the expiration or earlier termination of this Agreement.

20. <u>DISPUTE RESOLUTION</u>

a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other

procedures as may be agreed, and if such dispute is not otherwise time barred, the Parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the Parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both Parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the arbitration award shall be non-binding and advisory only. Any resultant agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any Party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a Claim is not timely filed or presented, such Claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such Claims.

- 21. PAYMENT BY DISTRICT. Payment by the District to SCSD of some or all of the Sponsorship Funding, or the rendering of any services to SCSD as part of the Sponsorship and Services, pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of any documentation submitted by SCSD, made an exhaustive inspection to check the guality or guantity of the Services & Considerations performed by SCSD, made an examination to ascertain how or for what purpose SCSD has used the Sponsorship Funding, or constitute a waiver of Claims against SCSD by the District. The District may in its sole discretion seek reimbursement from SCSD for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of Services & Considerations performed or negligent conduct by or on behalf of the SCSD. Upon five (5) days written notice to SCSD, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause SCSD to pay the same. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs and to seek reimbursement of same from SCSD. It is the express intent of the Parties to this Agreement to protect the District from loss because of conduct by or on behalf of the SCSD.
- 22. <u>CAPTIONS; SECTION REFERENCES</u>. All captions to, or headings of, the sections, subsections, paragraphs or sub-paragraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and will not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. Unless otherwise indicated, references in this Agreement to sections, clauses, exhibits, attachments and schedules are to the same contained in or attached to this Agreement and all exhibits, attachments and schedules referenced in this Agreement are incorporated in this Agreement by this reference as though fully set forth in this Section 22.

- 23. <u>SERVICES OF SAN DIEGO HARBOR POLICE</u>. By using the services of the San Diego Harbor Police, SCSD agrees that the San Diego Harbor Police shall at all times act in an independent capacity, that the members of the San Diego Harbor Police are not agents, employees, or independent contractors of SCSD and there is no relationship between the San Diego Harbor Police and SCSD, and that the members of the San Diego Harbor Police are employees of the District and must perform their functions in accordance with all applicable local, state, and federal laws, codes and regulations.
- 24. <u>PROJECT FEATURES.</u> District will conduct review of the San Diego Festival 2019 in accordance with the Coastal Act and will require a Coastal Development Permit that includes a Public Access Plan containing measures that SCSD agrees to implement that promote public coastal access including parking, availability of public promenades, alternative transportation, and low-cost admission and other access enhancements for persons in underserved communities; and other project features including signage and public information, as well as sound monitoring measures.
- 25. PROMOTION OF SAN DIEGO FESTIVAL 2019. SCSD shall own all right, title and interest to any and all intellectual property related directly or indirectly to the San Diego Festival 2019, including but not limited to copyrights, trademarks, logos, name and markings, and any media, in whatever format of the festival. SCSD shall own all broadcast rights for television, radio, internet streaming or any other medium now existing or invented in the future. The District hereby grants SCSD an exclusive, royalty free license to any intellectual property held by the District relating to specific names of venues or the waterfront, as well as any accumulated data collected by the District from the events, for SCSD's use in promoting the San Diego Festival 2019. TAGSCSD and the District shall have the right to the use the logos attached hereto as Exhibit F to promote San Diego Festival 2019; provided; however, each Party shall provide the other Party with a copy of the proposed advertisement with the logo for the other Party's approval, in its reasonable discretion, prior to finalizing. Any Party may designate a

different logo than that depicted on Exhibit F by giving written notice to the other Party of the change. The District shall have the right to use and distribute all media content, including but not limited to, written articles, photographs and video content, located on TAGSCSD's website, San Diego Festival 2019 website, or received from TAGSCSD for San Diego Festival 2019 without any cost or expense to the District (as set forth in Section 11) and TAGSCSD agrees to indemnify the District from any Claims resulting from such use. TAGSCSD shall provide the District with the name of the official photographer(s) of San Diego Festival 2019. The District shall have the right, with appropriate credit given to any official photographer named by TAGSCSD, to use any photographic images taken by the San Diego Festival 2019 official photographer(s) for promotion and documentation of San Diego Festival 2019 with no fee payable to TAGSCSD or the official photographer. The District, its officers, and employees shall have the right to take photos at San Diego Festival 2019 for use by the District in the promotion and documentation of San Diego Festival 2019 at no cost or expense to the District. Notwithstanding the foregoing, the District's use of any materials listed above that contain the name, likeness or appearance of any artist that performs at the San Diego Festival 2019 must be cleared and approved by TAGSCSD and the respective artist.

- 26. <u>NO WAIVER</u>. The waiver or failure to enforce any provision of this Agreement by a Party will not operate as a waiver of such Party's right to enforce future defaults or breaches of any such provision or any other provision of this Agreement.
- 27. <u>PARTIAL INVALIDITY</u>. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion will be deemed severed from this Agreement and the remaining parts of this Agreement will remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- 28. <u>NOTICES</u>. Any notice or notices provided for by this Agreement or by law to be given or served upon the District may be given or served by certified or

registered letter, return receipt requested, addressed to the District at Executive Director, San Diego Unified Port District, P.O. Box 120488, San Diego, CA 92112-0488; with copy, Waterfront Arts & Activation, San Diego Unified Port District, P.O. Box 120488, San Diego, CA 92112-0488, and deposited in the United States mail, or may be served personally upon said District or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided for by this Agreement or by law to be given or served upon SCSD may be given or served by certified or registered letter, return receipt requested, addressed to Stay Classy San Diego, LLC. Attention: Paul Thornton, 3006 Bee Caves Road, Suite D-300, Austin, TX 78746, and deposited in the United States mail, or may be served personally upon SCSD or any person hereafter authorized by it in writing to receive such notice. Notices shall be deemed delivered on the date of personal delivery, of if delivered by certified mail, upon the date shown for delivery in the returned receipt. Any Party may designate a different address by giving written notice as set forth in this Section.

- 29. <u>SCSD'S REPRESENTATION AND WARRANTY</u>. SCSD represents and warrants to the District that it has all of the rights, permits, and approvals necessary to produce San Diego Festival 2019, provide the District with the Services & Remittances, and perform all of its obligations under this Agreement. The terms of this Section 28 shall survive the expiration or earlier termination of this Agreement.
- 30. <u>ATTORNEYS' FEES</u>. In the event any suit is commenced to enforce, protect or establish any right or remedy of any of the terms, covenants and conditions hereof, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.
- 31. <u>THIRD PARTIES; NO THIRD PARTY BENEFICIARIES</u>. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than SCSD and the District and their respective permitted successors and assigns, nor is

anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provisions give any third persons any right of subrogation or action over or against any Party to this Agreement.

- 32. <u>CAPACITY OF PARTIES</u>. Each signatory and Party to this Agreement warrants and represents to the other Party that it has the legal authority, capacity and direction from its principal(s) to enter into this Agreement and that all resolutions, ordinances or other actions have been taken so as to enter into this Agreement.
- 33. <u>SIGNATURE OF THE PARTIES</u>. It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by both the Executive Director of the District or her authorized designee on behalf of the District and by the authorized representative(s) of SCSD.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation

STAY CLASSY SAN DIEGO, LLC a Texas limited liability company

Yvonne Wise Director, Waterfront Arts & Activation

Paul Thornton, President

APPROVED AS TO FORM AND LEGALITY: GENERAL COUNSEL

By: Assistant/Deputy

EXHIBIT A Premises San Diego Unified Port District

[To be inserted prior to execution of special event permits]

EXHIBIT A-1 San Diego Festival 2019 Event Layout San Diego Unified Port District

[Event Layout to be inserted prior to execution of special event permits]

EXHIBIT B SCSD Services and Considerations San Diego Unified Port District

Considerations:

The District shall either: (a) participate in revenue sharing on Festival Ticket Sales (defined below) above \$7,250,000 in an amount equal to 3.5% of that portion of Festival Ticket Sales above the \$7,250,000 threshold; or (b) be paid a minimum of \$6,813 whichever shall be greater for San Diego Festival 2019.

Festival Ticket Sales shall include all three-day and individual day festival ticket sales, but shall exclude any add-on ticket sales, such as after parties or Petco Park stadium shows, or other additional ticket sales which are separate or in addition to the basic festival ticket sales passes.

SCSD may exclude ticket sales for any of the high end hospitality areas associated with fulfillment for event sponsors and for attendees with pre-existing rights to attend San Diego Festival 2019 as of October 31, 2019.

Services:

SCSD shall provide the following services to the District at no cost or expense to the District:

- A. Branding Considerations:
 - District shall be designated in all San Diego Festival 2019 branding materials as "Presenting Sponsor," with inclusion of the District logo.
 - SCSD shall provide the District with the following areas for the exclusive use by the District for advertising during San Diego Festival 2019:
 - Space in locations reasonably acceptable to the District for up to five (5) branded banners or branded sail flags (vertical banners on bases) per park or open space area utilized by SCSD, measuring up to 6 feet by 14 feet; and

- Space on the apron of each performance stage utilized during San Diego Festival 2019 for the display of a District branded banner measuring up to 5 feet by 30 feet upon artists' individual approvals. In any such instances when the artist is not in approval of an apron banner, then SCSD will use all reasonable efforts to reposition the banner onto the stage barricade where one is being furnished per artists' individual approvals; and
- Space on any festival produced backdrops of each performance stage where the District logo would be prominently included; and
- Space on any festival produced side of stage wing scrims of each performance stage where the District logo would be prominently included; and
- Dedicated space of up to 10 feet by 20 feet in a location reasonably acceptable to the District for promotional activity.
- SCSD and the District shall agree upon which entity will manufacture, or cause to be manufactured any branded banners or branded sail flags. Additionally, all District branded banners and sail flags shall be manufactured at the District's expense in accordance with specifications approved by the District and at a cost approved by the District prior to manufacturing the branded sail flags.
- SCSD shall provide the District with the following to promote San Diego Festival 2019:
 - On the San Diego Festival 2019 official website, prominently display District logo, as provided by the District, with an organization description, photo and link to video as provided by the District; and
 - One (1) full page of color advertising in the official program of San Diego Festival 2019.
- SCSD shall provide the District with the following:
 - Inclusion of District logo on all official marketing and communication materials relating to San Diego Festival 2019; and

- Inclusion of District logo on the official logo block for San Diego Festival 2019; and
- Inclusion of District logo on all San Diego Festival 2019-related email updates and press releases sent to the San Diego Festival 2019 media database, with a link to the District's website.
- B. Promotional Considerations:
 - In the event that SCSD produces for distribution a video or television program of highlights of San Diego Festival 2019, the video shall include the following:
 - A minimum of 5% of the length of the video depicting views of San Diego Bay and the adjoining waterfront, including the surrounding properties of the District. The District and SCSD shall mutually agree on footage to be used.
 - At least three verbal mentions of the District shall be included in the voiceover script of the San Diego Festival 2019 TV program. To guarantee inclusion in the TV program, the District shall deliver to SCSD no later than ten (10) days prior to the start of San Diego Festival 2019 information to be included in the verbal mention.
 - In the event that SCSD live streams San Diego Festival 2019, SCSD shall include at least three verbal mentions of the District during the live stream on each day of San Diego Festival 2019.
 - In the event that SCSD hosts a San Diego Festival 2019 media day, the District in-house production team shall be invited to attend and bring its media contacts to this event. All attending District media must be accredited by SCSD according to its accreditation system no later than a date designated by SCSD prior to the media day.
 - The District's in-house production team shall receive event-specific media credentials for all San Diego Festival 2019 events for which media credentials are available

- The District shall have the option, with advance permission from SCSD, to utilize footage of San Diego Festival 2019 in promotional materials produced by the District.
- Placeholder for social media inclusion for discussion between District and SCSD.
- C. Hospitality Considerations:
 - SCSD shall provide the District, at no cost or expense to the District, with the following:
 - 16 highest level unlimited access VIP passes or their equivalent that may be used each day of San Diego Festival 2019; and
 - 24 single-day passes or their equivalent for general admission San Diego Festival 2019 to be allotted among dates agreed upon by District and SCSD; and
 - If available as an admission option, 12 passes in a middle range between general admission and high-level VIP; if not an option, 12 additional general admission passes to be allotted among dates agreed upon by District and SCSD;
 - If available as an admission option, a 50% discount on the purchase of a private hospitality area.
- D. Community Access Considerations:
 - SCSD shall provide community access consisting of elements agreed upon by District and SCSD. These may include but are not limited to:
 - Low-cost or free admission for individuals from underserved communities at a quantity mutually agreed upon by SCSD and the District;
 - Outreach to local schools to offer music and/or business education opportunities such as behind-the-scenes tours of concert production facilities/equipment or the business of concert production and promotion

- E. Alternative Services:
 - SCSD may substitute alternative services in an equivalent value without penalty provided that any proposed alternative service is acceptable to the District in its reasonable discretion.

EXHIBIT C

Public Park Large/Corporate Event Permit Application San Diego Unified Port District

-	Vertex Hearts Public Park Large/Corporate Event Permit Application
5	
San Dieg that it ha outstand surround requests	ction of San Diego maintains over 250 acres of beautiful public recreational and open space areas alon o Bay. One of the Port's key objectives is to attract people to the Bayfront to recreate and enjoy a is to offer. To that end, we welcome special events at our parks. Additionally, we are proud of the ing condition in which we maintain our parks, and sensitive to the needs of the communitie ing them. This special event application contains important planning information for you, an information from you, that will help you and the Port of San Diego to ensure a successful speci at minimizes impacts on the park you use as well as the nearby residents and businesses.
http://po be conta informati does not of your e	emit process begins with your request for park availability via our websil <u>rtofsanctiego.org/recreation/apply-for-a-park-permit.html</u> After you submit your request, you we cted within three business days by a park permit staff member, who will request some bas on and, if appropriate, reserve an agreed upon park and date(s). Please note that this reservation constitute approval of your request. A Reservation may be made as early as 18 months in advance vent date. The application and deposit must be received no later than 60 days prior to your event opplication and deposit are not received by this deadline, the Port reserves the right to release the polication and deposit are not received by this deadline.
review.	eiving your application, our park permitting staff will route it among applicable departments fit If appropriate, we will schedule a site walk at the park to review your setup and other tents as well as our guidelines for conducting your event.
and depu Port staff you, you	nent of all fees must be made no later than 30 days prior to your event date. If your application sit are not received by this deadline, the Port reserves the right to release the reservation. When has received all of your fees and has reviewed, approved, signed and returned your application in right signed application will serve as your permit to use the park. NOTE: PLEASE ENSURE THAT YOU APPLICATION HAS BEEN APPROVED BEFORE PROMOTING YOUR EVENT.
Please of and return	complete each item on the following pages, attaching additional sheets as necessary, irn to:
	Port of San Diego
	Attention: Park Permits P. O. Box 120488
	San Diego, CA 92112-0488
	(619) 686-6200
	Faxed or e-mailed applications are not accepted.

SAN DIEGO		0.45			Event Date Received
Waterfront of Deporturity	In the local	Public Pa	Contraction of the second s	tion	Issued
		porate Eve	nt Permit Applica	tion	
Applicant Name		Email Add	freas		
Main Phone ()	62 - 0	Mailing Ad	ddress (street #, city, s	tate, & z	ip code)
Mobile Phone () -					
Organization Name:					
Organization Type : Privat	e/Family	Charitable	501(c)(3) Cor	porate	
□ Schoo		Governmen		hers	
is this a Tidelands Activation Progra	Cust charge out		ie		
	ant (the).	Event Inform			
Event Name		D	ate(s)		Event Type: (check v all applicable descriptions)
Park(s):	Acta	al Event Hours	\$1		Birthday Party
Esta liberation of the					Private Picnic
Chula Vista Bayfront Park Chula Vista Bayside Park North (I		the second s	To:	_	Corporate Picnic
Chula Vista Bayside Park South (Chula Vista Marina View Park	Pier) Set	p/Assembly/C	onstruction:		Corporate Reception
Coronado Tidelands Park	Dab		TimeA	M/PM	Wedding Ceremony
Embarcadero Marina Park North Embarcadero Marina Park South	Dist	antie/Comple	tion		Wedding Reception
North Embarcadero Waterfront South Embarcadero Waterfront	1. C.			M/PM	Festival/Music Event
Harbor Island Park		and Attended	and and for Show Corre	<u>1978, 1987, 1997</u>	Fundraiser
Pepper Park Russco Park	Exp	ected Attendar	ice and/or Show Cars:		Car Show
Shelter Island Park North, (Gazed					Team Building Event
Shelter Island Park Central, (Bea Shelter Island Park South, (Bell)		-up Event	Event Dism	antle	Other:
Spanish Landing Park East, (CSP) Spanish Landing Park West, (Bea		ay Day#1	Day#2 Da previde attendance for each d		
Other:	Carl Com	and only evenue.	prende activities for coord	-11	
A contact person representing the applic	and the second se	Site Contact In	a contract of the second s	mond are	dismantia This saturat must
ave authority over all elements of the e		survey available	a, at use site during setup,	cycin an	r domonde. This person must
Name	Email			M	obile Phone
	Pre	fessional Even	it Organizer	- 11	
Name	Organizatio			1.0.5	obile Phone
	P	art of San Dieg	o Use Only	1) -
The second second		-	-	المرتق	E av
Company COI 501(c)	(3) Al Transaction	the local division of	CSO Parking	Stage	Other
				- 201	214
Deposit \$	Check/M.O.	•	Credit Card#	G	ish Receipt#
Parking \$ Spaces:	Check/M.O.	/M.O.# Credit Card#		G	ish Receipt#
tvent Fee S	Check/M.O.	v	Credit Card#	G	ish Receipt#
TAP Event Fee \$	Check/M.O.	•	Credit Card#	G	ish Receipt#
TAP Parking \$ Spaces:	Check/M.O.	*	Credit Card#	Q	ish Receipt#
3018		Page 2	-	_	

Watherfront.cf		Public Park te Event Permit Application	
and its officers, employe including reasonable acts Permit, or Applicant's us negligence or withit miss actions of Applicant or D the sole negligence or w make a claim against or arising from any defect i Applicant must provide or insured and also be list setup through takedown one occurrence; and a mi certificate of insurance sh	es, and agents for any and all liability imeys' fasis, or demands arising dire- e, occupancy, possession or activities conduct of District. It is the intent of istrict, including duties that may be is liftur misconduct of District. This indi- sue District for Rabilities arising out of in any part of the Premises. Settificate of Insurance (COI) cover- ted in the certificate holder box. Jays. The Port of San Disgo requires inform of \$1,000,000 coverage for p could also be listed in the applicant bi-	, indemnify, and hold harmiess San Diego Unified Port Di y, claims, judgments, dartages, proceedings, orders, dire thy or indirectly out of the obligations undertaken in com- on the Premises, except claims or litigation arising throu- this Paragraph that Applicant in demnify and hold harmis egally delegated by Applicant to third parties, except for emnity obligation shall apply for the entire time that any if Applicant's uses, occupancy, possession, or activities on erage naming "San Diego Unified Port District" as a Insurance coverage must be in force for the duration of a minimum of\$1,000,000 for personal and bodily injury, roperty damage. The same organization named as the in ank on this permit application. ate of insurance" or the applicant can choose to co	ctives, costs, section with this ugh the sole iss District for any those arising cut third party can the Premises, or an additional the event, includi one person and sured on the
		I cans, bottles and all other recyclable materials associat re available receptacles that may be designated for recyc	
		f San Diego paris or beach. No person shall dispose of a scept in a designated waste disposal container.	ny cigarette;
location in any park. Par to hold the event. A per block welkways, drivewa	mission for an event to be held in a fk areas are available on a first-come mitee may designate event boundari	Port of San Diego park; however, a permit does not guar , first-served basis, and it is up to the permitte to secure es, as long as a representative is present at the site. Bou he reserved boundaries must be in accordance to the per	the space neede inderies i may n
Events with proj Events with large	ected attendance of over 500 people elterns including stages, platforms an	g criteria will require a site walk with Port staff: nd dance floors; and most events with live entertainment unts of trash, weste or other pollutants.	
<u></u>	um aware of the Port of San Dieg	o requirements listed on this page and	

Construction of the second sec	Public Park Large/Corporate Event Permit Ap	plication
Sound South	Event Set-Up Information and Guideline	
	an event with expected attendance of five hundred (50 is and/or shuttle service plan and traffic control personn	
purchased at a cost of \$10 per spa remain open for public access. If y Management Office (619) 235-401 users of the Embarcadero Marina F	king spaces may be requested in Embarcadero Marina P- ice, per day. Unless you have reserved parking spaces d our event is scheduled for the Embarcadero Marina Park 4 of your parking and traffic management plan. Because Yark South public fishing pier, the parking lot cannot be rendors must have unimpeded access to the public fishing	turing your event, the entire parking lot will k North, you must inform the Seaport Village the parking spaces must be available to used exclusively for a special event.
Note*: Reserved parking arrar diagram of desired spaces	igements are to be made as part of the permit ap	proval process. Please attach a parking
Dates requested:	Number of spaces:	
Meter Numbers (if applicable):		
Security Plan		
You are responsible for providing a	a safe and secure environment for your event. Please pr ave hired a professional security company to develop a	
Security Company	No	Note: A specific on-site individual
	Direct Contact:	contact is required regardless of vip
	Direct Contact: Direct Phone: ()	you are contracting private security or
using in-house staff Medical Services Plan You are responsible for providing a	Direct Phone: ()	you are contracting private security or
using in-house staff Medical Services Plan You are responsible for providing a t is voluntary service or have hired plan.	Direct Phone: ()	you are contracting private security or de the following information below whether develop and manage your event's medical
using in-house staff Medical Services Plan You are responsible for providing a It is voluntary service or have hires	Direct Phone: ()	you are contracting private security or ide the following information below whether levelop and manage your event's medical Note: A specific on-site individual
using in-house staff Medical Services Plan You are responsible for providing a t is voluntary service or have hired plan.	Direct Phone: ()	you are contracting private security or ide the following information below whether levelop and manage your event's medical Notes A specific on-site individual contact is required regardless of yo
using in-house staff Medical Services Plan You are responsible for providing a it is voluntary service or have hree plan. Medical Service Provider Describe your medical plan inc managed and deployed. If nec	Direct Phone: ()	event size. you are contracting private security or de the following information below whether develop and manage your event's medical Note: A specific on-site individual contact is required regardless of yo event size. *All events must have a first aid kit consiste and have knowledge of the nearest emergency facility. event and manner in which they will b

	Public Park	1
	rge/Corporate Event Permit Applicat Event Set-Up Information & Guidelines	lion
	iow, please attach a site plan depicting all of the items on areas, portable restrooms, dumpsters, booths, exhi- ncing, tents, canoples and shelters.	
Applicants are encouraged to incorporate th usable by all people, to the greatest extent	he event are accessible to all, including persons with di re principles of Universal Design, which is the design of possible, without the need for adaptation or specializes ddress for events shall include but is not limited to:	products and environments to be
Accessible portable restro Accessible shuttles, buses Placement of activities in Communication and traini	ation and notification of alternate parking opportunities oms; s, and other provided transportation elements as part o areas for maximum accessibility; ing of event staff, including volunteers, regarding acces ricans with Disabilities Act and applicable accessibility i	f the event; ssbilty and disability awareness
Sidewalk Access While the portion of the park green space to sidewalks or promenaties he blocked before	o be used for the event may be temporarily fenced, at , during or after public events.	no time will public access to public
play jumps, massage area/service, etc. No throwing games, fireworks and animal onter	Ins and special services you intend to provide. These in the Large or motorized rides or attractions such as Fen- rtainment are prohibited in Port of San Diego parks. quired of all businesses that provide services on site at the attached Terms and Conditions.	ts wheels, climbing walls and
List Company Name or N/A Below	Descriptions	
Entertainment Service:	Select Type: Air Jump Ph	otographer 🗆 Florist
Company:	-	wms Event Planne
	Other:	
	Them	Amount/a) Elm
Party Rentals:	Item Tables	Amount(s) Size
		Amount(s) Size
Party Rentals:	Tables	Amount(s) Size
Party Rentals:	Tables Chairs Canopies/Tents No staking, weights are required; Larger than 20' x 20' requires ar Fire Permit Generators (≤ 75 KVW) Self-contained Generators are preferred. Dig Alert is required for generators with grounding rods.	
Party Rentals:	Tables Chains Canopies/Tents No staking, weights are required; Larger than 20' x 20' requires a Fire Permit Generators (\$ 75 KVW) Self-contained Generators are preferred. Dig Alert	ust be no higher than 85 decibels arbor Police officer or other law vise from your event is excessive
Party Rentals: Company: Company: Live Musicians, DJ, or Recorded Sound	Tables Chairs Canopies/Tents No staking, weights are nequired; Larger than 20' x 20' requires ar Fire Permit Generators (≤ 75 KVW) Self-contained Generators are preferred. Dig Alert is required for generators with grounding rods. Live or Recorded Entertainment Sound levels in and acceptable to the surrounding community. All H enforcement representative who determines that ne may require you to take corrective action including	ust be no higher than 85 decibels arbor Police officer or other law vise from your event is excessive
Party Rentals: Company: Company: Live Musicians, DJ, or Recorded Sound Musician:	Tables Chairs Canopies/Tents No staking, weights are nequired; Larger than 20' x 20' requires ar Fire Permit Generators (≤ 75 KVW) Self-contained Generators are preferred. Dig Alert is required for generators with grounding rods. Live or Recorded Entertainment Sound levels in and acceptable to the surrounding community. All H enforcement representative who determines that ne may require you to take corrective action including	ust be no higher than 85 decibels arbor Police officer or other law ise from your event is excessive censing the use of amplified sound exhibiting during your event.
Party Rentals: Company: Company: Live Musicians, DJ, or Recorded Sound Musician: Musician: Booths/Exhibits	Tables Chairs Canopies/Tents No staking, weights are nequired; Larger than 20' x 20' requires ar Fire Permit Generators (≤ 75 KVW) Self-contained Generators are preferred. Dig Alert is required for generators with grounding rods. Live or Recorded Entertainment Sound levels m and acceptable to the surroanding community. A H enforcement representative who determines that ne may require you to take correct/ve action including Please Describe: Please attach a list of all vendors who will be	ust be no higher than 85 decibels arbor Police officer or other law sise from your event is excessive censing the use of amplified sound exhibiting during your event. d exhibits)

Waterfront of Debortusity	Public	STORES THE PLACE AND A DESCRIPTION OF A				
La	rge/Corporate Ever Event Set-Up Informat	nt Permit Applicatio	<u>m</u>			
Food and Beverage	Select Type:	rovided Caterer	C Taquero			
Company:		ruck (Must purchase parking	spaces to accommo	iste service l		
Company:		orally marking and housed	And to record to	And Antering		
Company						
Staging/Flooring	Type: Describe Usage:	Type:Size: Describe Usage:				
Fencing / Barricades	Type: Describe Usage:	Size:				
Portable Restrooms:	# of ADA7	Drop Off: Date Pick Up: Date				
Waste Removal	# of Dumpsters:	Drop Off: Date	Time:am/pns			
Company:	# of Trash Cans:	Pick Up: Date	11 C.SOU(011)	Contract Contract of the		
everages are allowed in all other Port of 5 I you intend to sell alcoholic beverages, or re served, an additional permit from the 5 (619) 525-4064 or www.abc.ca.gov.1 (pplicable.) I you intend to serve alcoholic beverages Designated areas for dispensing a beverages from the designated ar For events greater than 500 in all Security staff will prevent people Alcoholic beverages may only be No glass containers are permitted Kegs of beer are not allowed unle All persons serving or otherwise d Designatent of Alcoholic Beverage San Diego Unified Port District, or permit if it is determined that the	to sell tickets or request dor late Department of Alcoholic Note: Request an ABC left without charge, admission or and consumption must be not ea and must be kept away in tendance, one licensed securi from carrying alcoholic beven served in distinctive paper, or . Beverages may be poured i as special permission is obtain fispensing alcoholic beverage is control, Officers of the Harb law enforcement personnel f	ations: for admission to an ex- Beverage Control (ABC) is re- er from Port Staff 30 days other consideration, the folio ed on the event site plan. Pe- om minors at the event. By staff person must be prese ages outside the designated a plastic cups, plastic hottles o from glass containers into cu, ned from District staff theu th s must be at least 21 years of or Police Department, any au- hom any Port member city m	ent at which alcoho quired. Please cor- in advance of eve wing conditions may esons may not take ent for every 50 atte- erea. or eleminum cars, ps by a designated s e permit process. 1 age. 1 age. 2 summarily revolu-	ntact ADC at ant if at be met; atcoholic adcess. enver, the of the the park		
Will alcoholic beverages be served at	and the second second second	No				
Who purchased the alcohol for the ev Describe in detail how the alcohol wil						
service of energy room and an only will		ements listed on this pag	1. ma			

-	Public Park	
-	Large/Corporate Event Permit Application	_
Waste	Pollution Prevention and Waste Removal Removal	_
All wast recomm dumpst permitti drains c	e generated by your event must be removed from the park at conclusion of your event. "No leak" duripaters are needed. Duripater must be placed on tarp or absorbent material to avoid leakage/spill onto the parking lot surfaces. Any ers brought onsite must be removed as soon as possible following your event. Any delay must be pre-agreed upon with ing staff. The Port requires that you implement Best Management Practices (BMP) to prevent pollutants from reaching the vibral and noted on the site plan. Covering or sealing storm drains as part of the vibral are red. Required waste removal BMPs include the use of covered trash duripaters and prompt trash removal upon completion	stor ¢up
The Dis pursuar Stormw among	nmental Best Practices trict is charged with prohibiting all non-stormwater discharges into the stormwater conveyance systems on District tidelan- it to San Diego Regional Water Quality Control Board Order No. R9-2013-0001 (NPDES Permit No. CAS0109266, "Municipa ater Permit"). The District has the authority under State law to make and enforce necessary rules and regulations governin other things, stormwater management and discharge control. The District's stormwater regulations are found in Article 10 Diego Unified Port District Code ("District Code").	al ng,
Special San Die unauthe events, followin	events have been identified by the District as a potential source of non-stormwater discharges to the storm drain system of go Bay. Non-stormwater discharges to the stormhain system or the Bay are considered a violation of District Code. To provide discharges, the District requires the implementation and maintenance of Best Management Practices (BMPs) at spec BMPs specific to the activities planned for each special event are to be identified prior to the event time. In addition, the g BMPs must also be implemented as applicable: Trash dumpsters, portable toilets, or generators shall have secondary containment and located away from open stormdrinies or catch basins and away from the water's edge. Secondary containment for trash dumpsters may be accomplished placing a berm around the dumpster to contain leaks. Trash dumpsters must have lids and be covered. A spill kit is to be accessible to the event coordinator or person in charge of spill response. Catch basins and stormdrain inlets within the event special area are to be protected with temporary screens or filters pri the event. Fercing is to be placed around the waterside perimeter of the event to prevent any windbown trash or debris from reso the Boy. Where fencing is not feasible, regular and frequent trash and debris removal is to be conducted by event organ Street sweeping of parking lots, streets and roads associated with the event shall be conducted as needed. Employee training is to be conducted prior to the event to ensure that BMPs are properly implemented and maintained a that employees are aware of the discharge prohibitors. Documentation of BMP implementation for each special event is to be maintained and be made available for the District's review upon request.	even dan d by or to hing izers s
(JURMP	n related to permitted special event activities can be found in the District Jurisdictional Urban Runoff Management Docum). The JURNP is available on the District website: (https://www.portofsandlego.org/em/ronment/clean-water.html) or by ing the District Environmental and Land Use Management (ELUM) Department, (619) 686-6254.	ent
You are of the fi Constru- includes	eamup and Repair responsible for leaving the park and its contents in the exact condition in which you found them. To this end, please be a oliowing: ction material cleanup: All materials from the construction of your event verse must be picked up and disposed of. This a all nails, screws and other hardware. When left in the park, these items in particular constitute a hazard to public safety.	
Instead	to grounds maintenance equipment. It is your responsibility to inform all staff and subcontractors of this requirement. <u>uste cleanup or damage to the park:</u> You are responsible for reimbursing the Port of San Diego for any additional cleanup e performed and for any damage to the park or its contents and facilities as a result of your event. The charges for inadeg and damage include, but are not limited to the following:	
Concre Concre Labor	te Drinking Fountain replacement - 53,000 •Turfinut repair per 30 square feet - 51,000 •Light Pole replacement - 53 the Bolland (unlighted) replacement - 51,000 •Sprinkler lateral replacement per 8 - 5800 •Sprinkler head replacement - 54 the Bolland (lighted) replacement - 53,000 •Concents wells panel 6%5%* replacement - 53,000 •Late removal of dumpiter - 510 rate for cleanage or other restoration - 580 per hour • Power weeking costs will be passed along to the permittee teekends and non-business his, are charged at time and a half)	
	<u>aujonent:</u> You are responsible for the removal of all rental equipment: associated with your event. There should be no re- ent left on Port Property after your dismantie time period. A dismantle day fee will be passed along to the permittee for ev #.	
	owledge that I am aware of the Port of San Diego requirements listed on this page and	
unders	tand my responsibilities.	

Contraction of the second second		lic Park rent Permit Application	
	Vehi		X X 21 33 3
Large vehicles damage sidewalk paveme fountains. Boy trucks and trailers are use can only be used for drop-off. They can approved as part of the permitting proce the chart below for specifics (2009 Sam for	ed for set-up and equipment tot idle anywhere except on ss. Private or support vehic	delivery, those vehicles must be disci- the parking lot. Request for exception les, trucks and trailers must find parki	osed in this application and must be made and
Chart of Average Vehicle Cu		Curb Weight in Pounds	On Port District Pari
Compact Ca	1	2979	Allowed
Midsize Car		3497	Allowed
Large Car		4366	NOT Allowed
Compact Truck or SUV (si	ngle axel only)	3470	Allowed
Midsize Truck or SUV (sing	le or double axel)	4259	NOT Allowed
Large Truck or SUV (single	or double axel)	5411	NOT Allowed
	Show	Cars	Sector States
area where non-show wehicles will be pa that are directly related to your club or o beverage items. Participants must have cars in place	ar show. Bens included car no later than the specifi	i be logo or sponsor gear, car care pro ied time liisted	
Load in Time:	Load in End Ti	<u> </u>	1
Event Start Time:	Event End Tin	82.	
Load-out Time:	Load-out End	Tima:	
What communication strategy will b event?	Cell Phone#	Cother	
Fi If you are going to include the use of an found on page 5 of our Filming/Photo/Ur	Unmanned Aircraft System	pplication can be found on our websit	e www.portofsandlego.org.
Fi If you are going to include the use of an	Unmanned Aircraft System VS Permit Application. The a ir recreation page. The perm e Guidelines, then complete	(UAS) for filming, please review our G pplication can be found on our websit of application can be found on the left the Port of San Diego UAS portion of	e www.portofsandlego.org- t under Park Permit the application.

	SAN DIEGO Public Park
~	Large/Corporate Event Permit Application
	st agree and comply to all park policies, please read and initial each item below.
(Init	al) Items All equipment and items pertaining to this event are specified in the application and/or site plan.
20	No unspecified equipment or items are allowed in the park.
2.	For events larger than 500 attendees, a detailed written parking plan and traffic plan is required. Shall include ADA Be Practices.
3.	This event will / will not reserve parking (Embarcadero Parks only).
4,	Vehicles allowed on property must be in line with the chart on page 8. Only turf vehicles are allowed on the grass.
5.	Violations will result in citations, fines, or closure of event The use of large or motorized attractions (such as Ferris wheels), climbing walls, throwing games and dunk tanks is
	prohibited in the parks and parking lots. Fireworks and animals are prohibited.
6.	The use of tent stakes to secure tents is prohibited. Tent stakes damage imigation lines. Tents will be secured with which is a provided for consistent with according only call \$11 at least 2 works before your event or on the
and a	weights. Dig Alert is required for generators with grounding rods, call 811 at least 2 weeks before your event or go to http://newtie.disakert.org. Port Staff will advise applicant when needed on other instances based on event set up.
7.	The permittee shall ensure that all hardware, nuts, bolts, zip ties, bottle caps, trash and litter associated with this event a
8.	picked up and removed from the park as part of the dismantle process. The permittee will take every precaution to prevent and contain any dumpster/trash spills and leakage, to include but not
	limited to, placing protective materials such as berms over storm drains and around dumpsters, it is advised to keep a sp
	kit on site. The permit holder is also responsible for any wind-blown trash. Any trash that finds its way to the bay or stor drains will be cleaned up at the event owners' expense. Deposit hot coals in proper containers.
9,	The permitee shall ensure all residual cooking grease and oil are removed from the site and disposed of property (not
	placed in site trash dumpsters). Absorbent pads must be placed under all cooking vessels. The permitee shall ensure the no grease and oil run onto the landscape, hardscape, sidewalks, parking lots and roads.
10.	While a portion of the park green space may be temporarily fenced for the event, at no time will the event block
11.	pedestrian or emergency vehicle access to park sidewalks and promenades. The permittee is responsible for obtaining all appropriate permitts including but not limited to health department, alcoholik
	beverage, fire marshal and Marine events. Fire Marshal Permit If your event is fenced, utilizing tents larger than 20 x 20 sq. ft. or have 49 or more in attendance contact the Fire Marsi
	of your city to determine if a permit is required in addition to your Port of San Diego park event permit.
	 City of Chula Vista Fire Prevention Division 619-691-5148 City of Coronado Fire Services Department 619-522-7374
	 City of Imperial Beach Fire Services Department 619-423-8223
	 City of National City Fire. Department 619-336-4241.
	 City of San Diego 619-533-4300 San Diego Caracter 600-253-9022 or 650-974-5000
	 San Diego County 800-253-9933 or 858-974-5999 Permits for Food Vendors
	The San Diego County Environmental Health Services Department issues permits for food vendors at special events. If your event includes food vendors, contact them at (619) 338-2363.
	Marine Permit If this permit request involves any type of water activities, a separate permit from the United States
	Coast Guard may be required. Please contact the United States Coast Guard, Sector San Diego's
12.	Marine Events Permitting office at 619-278-7261 or 278-7233. Amplified music is allowed between the hours of 8 a.m. to 10 p.m. If sound levels do not pose a nuisance to other park
	users or the surrounding community. A Harbor Police Officer, District or Law Enforcement Representative has the
19	authority to request sound level to be lowered or turned off. The District will out any description of conception to consist any short
13.	The District will not provide potable water, electricity or generators to support any event.
14.	Request sprinklers be turned off (dates):To protect landscape areas, ensure the off times are minimized.
15.	If the event impacts Fort tenants by pedestrian and/or volicular traffic, the permitee shall deliver a District approved notification letter to all applicable tenants as per attached timeline.
16.	The permittee will ensure: All event staff, contractors, sub-contractors and their staff members will be informed of an complet with these regulations.
17.	A post-event site walk was conducted on(date) by(Port staff).Park was / was no left in satisfactory condition following event. If unsatisfactory, permitee was contacted on(date). If unsatisfactory, an temized list of damages and repair costs will be attached to this permit and a copy sent to permitee.
18.	Resources available: https://adoia.org/pub/kation/temporary-events-guide and,
200	https://www.ada.env/met2010/00ell_2010/00ell_2010_cen.dations.htm Page 9 of 11

[Completed application to be inserted	prior to permit execution]
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Event Type	Atte	endance	Fee	Type of Fee	
All events	1	1-100	\$35	Flat fee	
Corporate events Set-up & breakdown days	10	01-250	\$500 \$300	Flat fee Flat fee, per occurrence	
Private & non-profit event Set-up & breakdown days		01-250	\$300 \$200	Flat fee Flat fee, per occurrence	
Corporate events Set-up & breakdown days		251+	\$3.50 \$500	Per person Flat fee, per occurrence	
Private & non-profit event Set-up & brieakdown days		251+	\$2.10 \$300	Per person Flat fee, per occurrence	
Car shows		49	\$5	Per car	
Moving events that use par	6		\$1.00	Per person/per park Pass Thru Fee	
walkoways	î I	-	(\$1,000 maximum)	Pass Thru Fee	
walkoways Reserved Parking vents such as runs or walks t t unusable. Security D	Park hat may not i	c specific have actual u Securit ased on the t	\$12 - \$17.50 se of a park, but will preve peposits ype of activity for which th	Per space/per day nt access or egress, rendering e park will be used.	
walkoways Reserved Parking vents such as runs or walks t t unusable. Security D Refundable security deposits Event Type	Park hat may not f eposits are b are calculate	c specific have actual u Securit ased on the t	\$12 - \$17.50 se of a park, but will preve y Deposits ype of activity for which th 's discretion based on pote	Per space/per day nt access or egress, rendering e park will be used. ntial damage to event locatio Food	
walkoways Reserved Parking vents such as runs or walks t t unusable. Security D Refundable security deposits	Park hat may not f eposits are b are calculate	specific save actual u Securit ased on the t ad at the Port Include tables, s	\$12 - \$17.50 se of a park, but will preve y Deposits ype of activity for which th 's discretion based on pote	Per space/per day nt access or egress, rendering e park will be used. ntial damage to event location Food Includes, but is not limited to: Precooked food set on sterno or steam table, foo	

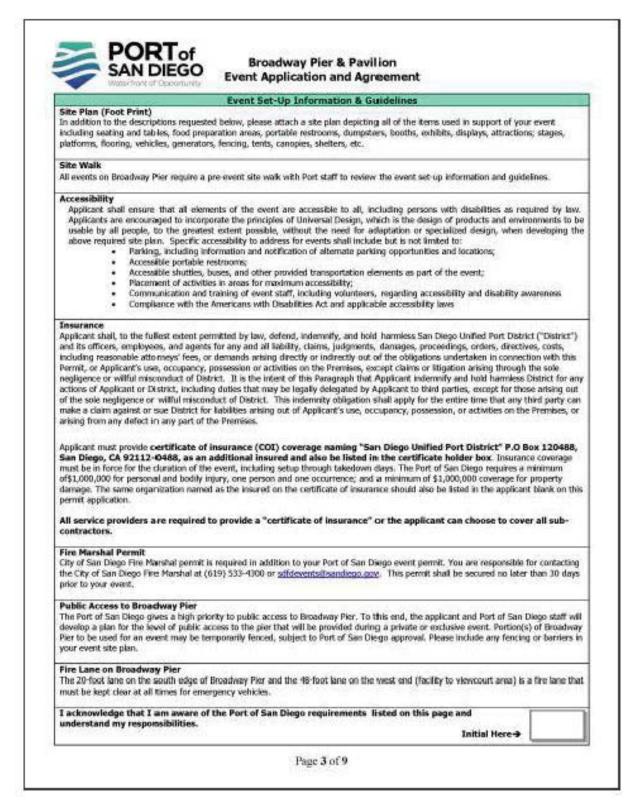
-	SAN E	JE	GO	Public	: Park	
-	warse monte-to	Libbe	Large/Corporat	e Eve	nt Permit Application	
		11			r Park Permit Applicants	4
Use	of a San Diego Units	ed Po	rt District park is subject to the f	Nowing	terms and conditions:	
	entities.		Maria Maria Maria	1.	ns and requirements of the Port D	
	of cleaning or in after the event.	ipairi The	ing damages to the property post Refund process may take up to 3	the peri 0 days d	ble) shall be available uncondition nitted event. The refund process of epending on your form of paymer	does not start until 10 days st.
	such cancellatio less than sixty o	n sha lays x	all be without liability of any natu written notice to the District of ca	e. Appl	hours notice to the other party. I cant is subject to a cancellation fe n of a scheduled event.	
			be transferred or assigned. e fullest extent permitted by law,	defend,	indemnify, and hold hamiless Sar	Diego Unified Port District
	directives, costs undertaken in c claims or litigati Applicant indem rielegated by Ap This indemnity	, incl onner on ar nify a plica obliga out r	uding reasonable attorneys' fees, ction with this Permit, or Applican rising through the sole negligence and hold harmless District for any nt to third parties, except for tho attors shall apply for the entire tim of Applicant's use, occupancy, po	or dem t's use, or will's actions actions actions that a	I all liability, claims, judgments, da ands anising directly or indirectly o occupancy, passession or activitie i misconduct of District. It is the of Applicant or District, including g out of the sole negligence or will ny third party can make a claim ag , or activities on the Premises, or i	ut of the obligations s on the Premises, except intert of this Paragraph that duties that may be legally flui misconduct of District, painst or sue District for
	 Applicant must insured. Insura- of San Diego re minimum of \$1, insurance shoul permit are non 	provia sce or quine 000,0 d also -excl	de certificate of insurance covera overage must be in force for the s a minimum of \$1,000,000 for p 000 coverage for property damag o be fisted in the applicant blank lusive.	luration ersonal a c. The s on this p	ng the "San Diego Unified Port of the event, including setup thro and bodily injury, one person and ame organization named as the in ermit application. The rights and p	ugh takedown days. The Port one occurrence; and a sured on the certificate of privileges extended by this
	issued. 8. In the event of	faike		any pro	erty other than the activity for whi vision of this permit, this permit n nmediately.	
Atta	chments provided	(Ap	plicant check all that apply):			
-	Site Plan	-	Insurance Certificate (COI		Medical Services Plan	Waste Removal Plan
-	Sive Fran	1	insurance cerunicate (cor	-	Piedical Services Flam	waste Removal Plan
	Security Deposit	1.67	Security Plan		Pollution Prevention Plan	
2	Fees	Г	Parking & Traffic Control P	an 🗆	Evidence of not-for-profit st	tatus (501(c)(3) required)
					d correct to the best of my knowle rent under the San Diego Unified i	
	Applicant M	lame	(PRINT) A	plicant	Signature	Date
5	abmit application a	Tach	ments and fees to: Part of San D	icm Pa	rk Permits, P.O. Box 120488, Sa	n Dirgo, CA 92112-0488
1000		0.000			• Approval	
Spe	cial Events Associ	ete S	ilgnature		Date	
Mar	ager Signature				Date	

EXHIBIT D

Broadway Pier & Pavilion Event Application and Agreement San Diego Unified Port District



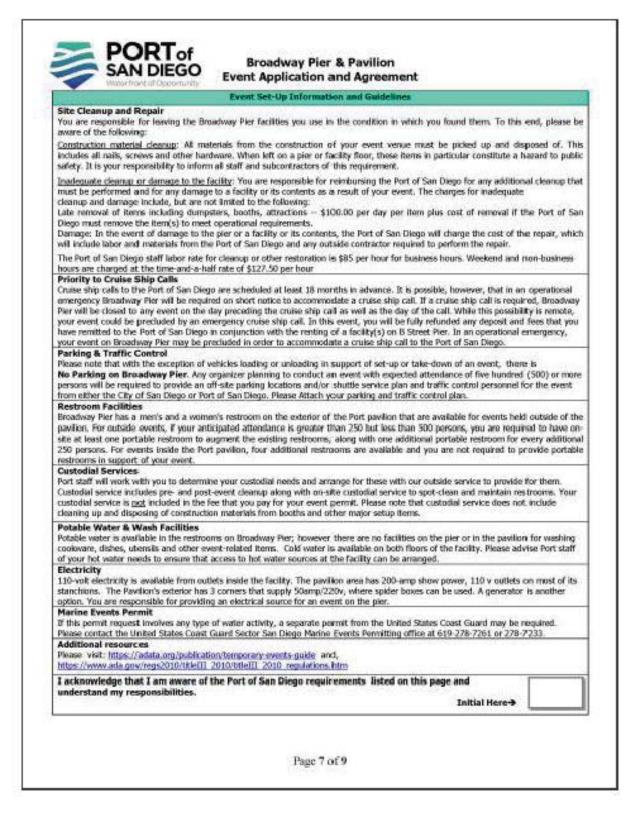
SAN DIEGO	Event Date Received Issued		
A series and	Applicant In	formation	W. Construction
Applicant Name	Email	Address	
Main Phone () <u> </u>	Mailin	g Address (street #, city	r, state, & zip code)
Organization Name:			
Organization Type : School	Family Charitabl		rporate her:
Is this a Tidelands Activation Program	n (TAP)? Yes	No	
Event Name	Event Info	Date(s)	Event Type: (check v all
Facility (check all that apply): Full Buy-Out Forecourt (outdoors) Foyer (1 st floor) Pavilion (1 st floor) Broadway View Room (2 st floor View Court (outdoors)	Actual Event Hours: From: Setup/Assembly/Com Date Dismantle/Completion Date Expected Attendance: Set-up Event Day Day#3 (For multi- day events, 1 On-Site Contact	struction: TimeAM/P TimeAM/P Event Disa L Day#2 L provide attendance for each	M Corporate Reception Wedding Ceremony Wedding Reception Festival/Music Event
A contact person representing the applicar			vent and dismantle. This person must
have authority over all elements of the ex- Name	ent.		abile Phone
		1) -
Name	Professional Ev Organization		obile Phone
Villeder	Port of San Di	ego Use Only	
「 COI 「 501(c)(3) 「 Security 「 Custodial DP #		Fire Marsh	hel Work Order
Deposit S	Check/M.O.#	Credit Card#	Cash Receipt#
Event Fee \$	Check/M.O.#	Credit Card#	Cash Receipt#
TAP Event Fee \$	Check/M.O.#	Credit Card#	Cash Receipt#
001X	Page 2		



a constant a				
Security Plan	Event Set-Up Information & Gu	lidelines		
There are two types of security for event and damage. The Port of San Diego prov events with access to the Broadway Pavi Event security ensures a safe and securit provide an event security plan and contra	s at Broadway Pier. Facility security prot ides facility security from a security contri- tion. The cost of this security is <u>top</u> include e environment for your event. Depending act for event security at your expense. If y plan, provide the following information,	actor during setup ed in your permit on the nature of you are hitting a p	, event and bri fee. your event, yo rolessional secu	aldown for all a may be required t
Using Port Security (Allied Uni	versal Services)			
Private Security Company:		Phone: ()	
		1. Carrier	2020.025	
Private Security Operator License #			T TIME:	
		END TIME:		
Address:(Street.) (C	ty) (Stat	e) (Zip)	AL TIME:	<u> </u>
The second s	ecurity plan including provisions for crow	1. C. C. C. C.	e safety.	
services provider to develop and manage	riate medical services for your event. If yo your event's medical plan, please provide	a the following inf		rgency medical
Medical Services Provider:		Phone: (-	
Address:		Phone: (1-	
are served, an additional permit from the	or to sell tickets or request donations for State Department of Alcoholic Beverage ou intend to serve alcoholic beverages w	Control (ABC) is #	equired. Please	e contact ABC at
 beverages from the designated For events greater than 500 in a 	and consumption must be noted on the area and must be kept away from minors ittendance, one licensed security staff per e from carrying alcoholic beverages outsid e served in distinctive paper, or plastic cu ad. Beverages may be poured from glass	at the event. son must be pres te the designated ps, plastic bottles containers into co	ent for every 5 area, or aluminum cr ips by a design he permit proce f age.) attendees. Ins. ated server,
 Alcoholic beverages may only by No glass containers are permitte Keys of beer are not allowed un All persons serving or otherwise Department of Alcoholic Bevera San Diego Unified Port District, permit if it is determined that th Contact Port Staff for an ABC left 	dispensing alcoholic beverages must be a ge Control. Officers of the Harbor Police D or law enforcement personnel from any P re public welfare and morals are being im ther 30 days in advance (21 applicable).	department, any a ort member city n	wy summarily.	evoke the park
 Alcoholic beverages may only by No glass containers are permitty Kegs of beer are not allowed un All persons serving or otherwise Department of Alcoholic Bevera San Diego Unified Port District, permit if it is determined that th Contact Port Staff for an ABC jee Will alcoholic beverages be served a The applicant is responsible for applicant 	dispensing alcoholic beverages must be a ge Control, Officers of the Harbor Police D or law enforcement personnel from any P e public welfare and morals are being im ther 30 days in advance (3f applicable), at your event: Yes No lying for the ABC Permit, who is appl	tepartment, any a ort member city n caired and/or a la ying on your be	w summarily w enforcement	evoke the park
 Alcoholic beverages may only by No glass containers are permitty Kegs of beer are not allowed un All persons serving or otherwise Department of Alcoholic Bevera San Diego Unified Port District, permit if it is determined that th Contact Port Staff for an ABC les Will alcoholic beverages be served a The applicant is responsible for appl Who is purchasing Alcohol? 	dispensing alcoholic beverages must be a ge Control, Officers of the Harbor Police D or law enforcement personnel from any P is public welfare and morals are being im the 30 days in advance (If applicable), at your event: Yes No lying for the ABC Permit, who is appl	tepartment, any a ort member city n caired and/or a la ying on your be	w summarily w enforcement	evoke the park
 Alcoholic beverages may only by No glass containers are permitty Keys of beer are not allowed un All persons serving or otherwise Department of Alcoholic Beveraging San Diego Unified Port District, permit if it is determined that th Contact Port Staff for an ABC lei Will alcoholic beverages be served a The applicant is responsible for appl Who is purchasing Alcohol? Who is dispensing/serving Alcohol? 	dispensing alcoholic beverages must be a ge Control, Officers of the Harbor Police D or law enforcement personnel from any P e public welfare and morals are being im ther 30 days in advance (3f applicable), at your event: Yes No lying for the ABC Permit, who is appl	tepartment, any a ort member city n caired and/or a la ying on your be	w summarily w enforcement	evoke the park
 Alcoholic beverages may only by No glass containers are permitty Kegs of beer are not allowed un All persons serving or otherwise Department of Alcoholic Bevera San Diego Unified Port District, permit if it is determined that th Contact Port Staff for an ABC les Will alcoholic beverages be served a The applicant is responsible for appl Who is purchasing Alcohol? 	dispensing alcoholic beverages must be a ge Control, Officers of the Harbor Police D or law enforcement personnel from any P is public welfare and morals are being im the 30 days in advance (If applicable), at your event: Yes No lying for the ABC Permit, who is appl	tepartment, any a ort member city n caired and/or a la ying on your be	w summarily w enforcement	evoke the park

Event	Set-Up Information and Guidelines				
Entertainment Service: Company:	Select Type:				
Party Rentals:	Item	Amount(s)	Size(s)		
*Note: The venue has 400 Black Folding Chairs and 10 6' x 30' tables available for use.	Tables Chairs				
Port Chairs	Constant of TE INPAR				
Port Tables	Generators (≤ 75 KVW) Self-contained Generators are preferred				
Rental Service:	Portable Restrooms	-			
Other: Live Musicians, DJ, or			1		
Amplified Sound	community. A Harbor Police officer or other law enforcement representative who determines that noise from your event is excessive may require you to tak corrective action including ceasing the use of amplified sound. <u>Note:</u> ound must end at 10 pm. Indeor sound must end at middinght. Describe below the live or recorded entertainment you will provide and any other amplified sound you will use at your event. Describe:				
Booths / Exhibits	Describe any booths or exhibits you will have at your event. These include demonstration booths, tasting booths and exhibits. Please attach a list of all paid/unpaid vendors who will be exhibiting during your event. Describe:				
Food and Beverage	Select Type:	E.	-		
Company:	Self-Provided Caterer	Taquero	Food Truck		
Company:	Describe the types of food that will be equipment that will be used.	e served and/or pr	epared and the		
Company:	and the summer states.				
Note: Permits for Food Vendors The San Diego County Environmental Health Services Department issues permits for food vendors at special events. If your event includes food vendors, contact the Department at (800)253-9933 for information on obtaining the required permits.	stemo heaters. Food preparation text on view court must have ground cover to				
acknowledge that I am aware of the Port of	San Diego requirements listed on this	page and			
nderstand my responsibilities.					

	Set-Up Information and G	undelines	
Staging/Flooring	1		
Company:	Туре:	Sze:	
	Type:	Size:	
Company:	Describe Usage:		
Decorations	Are you hanging decorations from the celling beams? Yes No Describe:		
Note: Fire datactors will be turned off if you have any hanging decorations hanging from the ceiling beams. Balloons are prohibited. An on-site fire watch will be required if detectors are turned off.			
Tents / Canopies	Type:	Size:	
Company:	Type:		
N éte: Tents larger than 10' x 20' will require Fire Narshal Approval. Tents may be secured with weights. No tent supports may be mounted onto the floor of the terminal or pastement of the pier.	Describe Usage:		
Fencing / Barricades	Туре:	Size	
Company:	Туре:	Size:	
Company:	Describe Usage:		
	n ment Practices (BMP) to prev	ent pollutants from reaching the storm drains or bay.	
The Port requires that you implement Best Manager Required wante removal BMPs include the use of a event will generate significant amounts of waste, yo Polition prevention BMPs include preventing and o dumpsters on tarp, placing berms around dumpster on site. You need to ensure that all residual cocking grease and oil run onto the per pavement. Any dum Any delay must be pre-agreed upon with permitting use of receptacles and the assigning of event suppo be identified and noted on the site plan. Covering of Describe your plan for waste removal, includi	ment Practices (BMP) to prev wered trash chargeters and j u are required to supply durn ontaining any fluid splits and s, placing protective materiali greese and oil are removed potens brought on-ite must b staff. Also ontical is the prev at staff to be vigilant to pick u r sealing storm drains as part on the providing of recept	normst trash removal upon following your event. If yo issters. "No leak" dumpsters are recommended, leakage from dumpsters, machinery, etc. by placing a and berms over storm drains, and keeping a spli ki from the site and disposed of propeny, and that no e removed as soon as possible following your event, ention of trash being blows into the bay through the plany trash dropped onto the plan. Storm drains mus	
The Fort requires that you implement Best Manager Required wante removal. BMPs include the use of a event will generate significant amounts of waste, yo Polikion prevention BMPs include preventing and o dumpsters on tarp, placing berms around dumpster on site. You need to ensure that all residual cooking grease and oil run onto the plen pavement. Any dur Any delay must be pre-agreed upon with permitting use of receptacles and the assigning of event suppor be identified and noted on the site plan. Covering of Describe your plan for waste removal, includi of dumpsters, if applicable, and the name of t application. Recycling The Port of San Diego strongly encourages the use rocycled materials for food service as well as the	ment Practices (EMP) to prev wered trash dumpsters and j u are required to supply dum ontaining any fluid splits and s, placing protective material grease and oil are removed paters brought onsite must to staff. Also ortical is the provid staff to be vigilant to pick u r sealing storm drains as part ng the providing of recept he company providing the of sustainable practices in ev- recycling of all cars, bottle e available receptacles that	riompt trash removal upon following your event. If yo seters: "No leak" dumpsters are recommended, leakage from dumpsters, machineny, etc. by placing and berns over storm drains, and keeping a splitik from the site and disposed of propeny, and that no e removed as soon as possible following your event, ention of trash being blown into the bay through the p any trash dropped onto the pier. Storm drains mus of the initial set up is required. a cles and dumpsters, Include number and size rm. If necessary, please attach your plan to this ent management. These include the use of reusable s and all other recyclable materials. The comment may be designated for recyclables at your event. If	
The Fort requires that you implement Best Manager Required waste removal BMPs include the use of a event will generate significant amounts of waste, yo Poliution prevention BMPs include preventing and o dumpsters on tarp, pleoring berme around dumpster on site. You need to ensure that all residual cooking greases and oil out onto the pier payement. Any dum Any delay must be pre-agreed upon with permitting use of receptacles and the assigning of event suppor- be identified and noted on the site plan. Covering on Describe your plan for waste removal, includi of dumpsters, if applicable, and the name of t application. Recycling The Port of San Diego strongly encourages the use recycled materials for food service as well as the providers of waste receptacles for your event hav information on holding green events, please sec:	the ment Practices (BMP) to prev were drash dumpsters and j u are required to supply dum oritraring any fuld splits and s, placing protective material greese and oil are removed paters brought onsite must b staff. Also critical is the prev art staff to be vigilant to pick u r sealing storm drains as part ng the providing of recept he company providing the of sustainable practices in ev- recycling of all cars, bottle e available receptacles that or download/3272-tips to ful-	riorngt trash removal upon following your event. If yo saters: "No leak" dumpsters are recommended. leakage from dumpsters, machinery, etc. by placing and berms over storm drains, and leaping a split kit from the site and disposed of property, and that no- e removed as soon as possible following your event. ention of trash being blown into the bay through the p any trash dropped onto the pier. Storm drains mus- of the initial set up is required. actes and dumpsters, Include number and size- rim. If necessary, please attach your plan to this ent management. These include the use of reusables is and all other recyclable materials. The commen- may be designated for recyclables at your event. If we a green swent.html	



Waterhore unDppon	Event Application and Agreement Deposit & Fee Information
Deposit The Port of San Diego requires \$10,000, depending on the pote	a damage deposit for use of a facility(s) on Broadway Pier. This amount ranges from \$2,000 to arktal impact of the proposed event.
The deposit for your proposed a	
I acknowledge that I owe th check or credit card.	he Port of San Diego the above deposit amount, to be paid via
Fee	Initial Here 🔶 🦾
The fee for your proposed even If you cancel all or a portion of	this event within 90 (ninety) days of the event date, the Port of San Diego will retain 25% of your
for the portion of the event that I acknowledge that I owe th	t was canceed. The Port of San Diego the Above deposit amount, to be paid via
Check or credit card.	Initial Here

		Tarms an	d Condition	is for Park Permit Applican	ts.	
Use of te	cilities on the			lway Pier is subject to the follow		
	 Applicant shall comply with all applicable laws, rules, regulations and requirements of the Port District and other governmental entities. 					
	All or any portion of the refundable security deposit (if applicable) shall be available unconditionally to the Port for the purpose of cleaning or repairing damages to the property post the permitted event. The refund process does not start until 10 days after the event. The Refund process may take up to 30 days depending on your form of payment.					
	Either party may cancel this permit by giving twenty-four (2-4) hours' notice to the other party. In the event of an emergency, such cancellation shall be without liability of any nature. Applicant is subject to a cancellation fee of \$35 if applicant provides less than sixty days written notice to the District of cancellation of a scheduled event,					
4.	This permit sh	This permit shall not be transferred or assigned.				
	("District") and directives, cost undertaken in claims or litiga Applicant inde delegated by / This indemnity	d its officers, employees, its, including reasonable a connection with this Permition arising through the si- mnity and hold harmless Applicant to third parties, y obligation shall apply for ig out of Applicant's use,	and agents for ittorneys' fees, nit, or Applican tole negligence District for any except for thor r the entire tim	any and all liability, claims, judg or demands arising directly or in it's use, occupancy, possession or or willful misconduct of District, actions of Applicant or District, it is arising out of the sole negliger to that any third party can make a	r activities on the Premises, except It is the intent of this Paragraph that including duties that may be legally ice or willful misconduct of District.	
	insured. Insur of San Diego r minimum of \$	arrice coverage must be in equires a minimum of \$1 1,000,000 coverage for p	force for the ,000,000 for pr roperty damag	duration of the event, including s ersonal and bodily injury, one per	ied Port District" as an additional etup through takedown days. The Port son and one occurrence; and a as the insured on the certificate of	
7.	The rights and	I privileges extended by t	his permit are	non-exclusive.		
	issued. This pe	ermit may be terminated.	immediately by		Aty for which this permit is expressly tation of permit information, violation any public safety agency).	
Attachn	ents provide	ed (Applicant check all	that apply):			
	Marshal	Insurance Certific		Medical Services Plan	🗌 Waste Removal Plan	
Secu	rity Deposit	Security Plan	2019-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	Pollution Prevention Pl	an 🗌 Site Plan Diagram	
Fees		Parking & Traffic	Control Plan	Evidence of not-for-pro	fit status (501(c)(3) required)	
				s true and correct to the best of r pecial event under the San Diego	ny knowledge. I understand and agree Unified Port District Code.	
-	Applicant	Name (PRINT)	Aş	oplicant Signature	Date	
Submit a	pplication, atta	ochments and fees to: Po	rt of San Die	go Park Permits, P.O. Box 120	0488 ,San Diego, CA 92112-0488	
			Port of Se	an Diego Approvali		
Special	Events Assoc	iate Signature		Date		
	r Signature			Date		

EXHIBIT E Certificate of Insurance San Diego Unified Port District

By signing this form, the authorized agent or broker <i>certifies</i> the following: (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.									
	(2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the								
coverages or conditions of coverage noted on page 2 of this certificate.									
(3) Signed copies of all endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.									
CCIT	Return this form to: San Diego Unified Port District								
P.O. Box 100085 – 185 Duluth, GA 30096 – OR –									
Email: <u>sdupd@prod.certificatesnow.com</u>									
Fax: 1-866-866-6516 Name and Address of Insured (Consultant)									
Name and	Address of Insured (Consultan	()	SDUPD Agreement Number:						
			This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.						
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS					
	Commercial General Liability		Commencement Date:	Each Occurrence:					
	Occurrence Form Claims-made Form			\$					
	Retro Date								
	Liquor Liability		Expiration Date:	General Aggregate:					
	Deductible/SIR: \$			\$					
	Commercial Automobile Liability		Commencement Date:	Each Occurrence:					
	All Autos		Expiration Date:	\$					
	Owned Autos								
	Non-Owned & Hired Autos								
	Workers' Compensation – Statutory		Commencement Date:	E.L. Each Accident \$					
	Employer's Liability		Expiration Date:	E.L. Disease Each Employee \$					
				E.L. Disease Policy Limit \$					
	Excess/Umbrella Liability		Commencement Date:	Each Occurrence: \$					
			Expiration Date:						
			Expiration Date:	General Aggregate: \$					
CO LTR	COMPANIES AF	FORDING COVER	A. M. BEST RATING						
А									
В									
С									
D									
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.									
Name and Address of Authorized Agent(s) or Broker(s) E-mail Address:									
			Phone:	Fax Number:					
Signature of Authorized Agent(s) or Broker(s)									
				Date:					

SAN DIEGO UNIFIED PORT DISTRICT

REQUIRED INSURANCE ENDORSEMENT

ENDORSEMENT NO.

EFFECTIVE DATE

POLICY NO.

NAMED INSURED:

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.

2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.

3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").

4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District c/o Ebix BPO P.O. Box 100085 – 185 Duluth, GA 30096 – OR – Email to: <u>sdupd@prod.certificatesnow.com</u> Fax: 1-866-866-6516

EXHIBIT F Logos of San Diego Festival 2019 and San Diego Unified Port District

[Logos to be inserted prior to execution of special event permits.]

Page 112 of 114 B Page 1 of 3

RESOLUTION <u>20xx-xxx</u>

RESOLUTION WAIVING BPC POLICY NO. 110 SECTION II (E) AND AUTHORIZING AN AGREEMENT WITH STAY CLASSY SAN DIEGO, LLC FOR SPONSORSHIP OF A SAN DIEGO FESTIVAL IN NOVEMBER 2019 ON THE DOWNTOWN SAN DIEGO WATERFRONT IN AN AMOUNT NOT TO EXCEED \$100,000 IN FUNDING AND WAIVER OF DISTRICT SERVICES NOT TO EXCEED \$350,000; FY 2019 EXPENDITURES ARE BUDGETED.

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials and equipment, and grants; and

WHEREAS, the BPC adopted BPC Policy No. 110 Section II (E) that requires agreements in excess of \$175,000 to be approved by the BPC; and

WHEREAS, staff was approached by representatives of Stay Classy San Diego, LLC (SCSD) with the concept of investing in the region with the creation of a premier three day waterfront culinary arts and music festival for 2019 (Festival) that will span several locations on and adjacent to the San Diego Bay waterfront; and

WHEREAS, the proposed venues for the 2019 Festival include public and privately managed facilities in District parks and Broadway Pier, and on tenant leaseholds; and

WHEREAS, the principals of SCSD have an accomplished track record of successful event production and promotion, along with the professional experience and proven ability to secure substantial sponsorships from multiple entities to produce distinctive events with national recognition; and

WHEREAS, the prospective event is proposed for Friday through Sunday, November 22-24, 2019, the weekend prior to Thanksgiving, and this time frame presents an opportunity to activate District tidelands and has the potential to generate high numbers of incremental room-nights and other visitor spending during a typically low tourism weekend; and WHEREAS, while the Festival will occur during FY 2020, the special event expenditure in the amount of \$100,000 will be incurred during the FY 2019 budget year due to the lead time required for the event sponsor to effectively market and promote a multi-day entertainment event of this scale and magnitude as well as contract with high-profile entertainers; and

WHEREAS, funds for this major event sponsorship of \$100,000 are budgeted in the Waterfront Arts & Activation department's FY 2019 non-personnel expense budget; and

WHEREAS, waiver of the proposed \$350,000 District services and facilities fees are anticipated to occur during FY 2020 and will be included in that year's budget, subject to BPC approval upon adoption of the budget; and

WHEREAS, this event is anticipated to generate indirect revenue consisting of concession rent from District tenant hotels, restaurants, retail enterprises and tenant/operator parking facilities, and direct revenues from ticket sales; and

WHEREAS, sponsorship of this event will also generate indirect value from the promotional considerations to be provided to the District;

WHEREAS, the Festival is projected to generate direct revenue to numerous District tenant businesses including hotels, restaurants, retail enterprises, parking facilities and visitor attractions; and

WHEREAS, this business revenue in turn results in concession rent to the District; and

WHEREAS, the proposed sponsorship agreement with SCSD for the Festival also contains provisions for the District to receive percentage rent from SCSD if gross ticket revenue exceeds a threshold amount of \$7,250,000, the District receives 3.5% of the difference between the threshold amount and the actual gross ticket revenue and if actual gross ticket revenue is less than the threshold amount of \$7,250,000, the District would receive a minimum rent of two-thirds of the above \$10,220 in total forecasted versus threshold ticket revenue amount, or \$6,813; and

WHEREAS, the proposed agreement also contains an extensive array of branding, promotional and community engagement considerations to the District such as District designation as presenting sponsor of the Festival; District banner and logo placement in the individual Festival venues; dedicated space for District promotional activity; District-produced ads, videos and logo placement throughout the Festival print and electronic collateral; and District and San Diego Bay mentions, images, video and social media presence in on-site announcements, narrations, live and post-event productions, and broadcast coverage of the Festival; and

WHEREAS, staff recommends waiving BPC Policy No. 110 Section II (E) and entering into an agreement with SCSD due to the percentage rent and promotional value to the District as outlined above.

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners (BPC) of the San Diego Unified Port District, does hereby wave BPC Policy No. 110 Section II (E), and the Executive Director, or her designated representative, is hereby authorized on behalf of the San Diego Unified Port District to enter into an agreement with Stay Classy San Diego, LLC for sponsorship of a premier three day waterfront culinary arts and music festival for 2019, in an amount not to exceed \$100,000 in funding and up to \$350,000 in District services. Funds required for FY 2019 are budgeted and funds required for District services will be incurred in FY 2020.

APPROVED AS TO FORM AND LEGALITY: GENERAL COUNSEL

By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 17th day of July 2018, by the following vote: