

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. TERM OF AGREEMENT. This Agreement shall commence on July 17, 2018 and shall terminate on February 29, 2020, subject to earlier termination as provided herein ("Term").
2. PRODUCTION OF SAN DIEGO FESTIVAL 2019. SCSD shall produce a consecutive 3-day San Diego Festival 2019 event from November 22-24, 2019 in the locations shown on Exhibit A, 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. 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 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
- 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 Exhibit C and Exhibit D and incorporated herein by reference; and

- c. 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. 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. 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. SCSD'S CONTRACTORS

- 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. INDEPENDENT ANALYSIS. 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. ASSIGNMENT. 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
 - a. Duty to Indemnify, duty to defend and hold harmless: To the fullest extent 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 (Exhibit D, 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 self-insurance 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 Exhibit E 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. ACCURACY OF SERVICES. 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. NO RELATIONSHIP. 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. ADVICE OF COUNSEL. 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. INDEPENDENT REVIEW. 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. INTEGRATION AND MODIFICATION. Except for the Permits, a copies of which are attached hereto as Exhibit C (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. OWNERSHIP OF RECORDS. 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. DEFAULT. 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 provided by law. Moreover, SCSD shall also immediately reimburse the 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. 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. 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 quality or quantity 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. CAPTIONS; SECTION REFERENCES. 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. SERVICES OF SAN DIEGO HARBOR POLICE. 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. PROJECT FEATURES. 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. NO WAIVER. 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. PARTIAL INVALIDITY. 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, or 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. SCSD'S REPRESENTATION AND WARRANTY. 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. ATTORNEYS' FEES. 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. THIRD PARTIES; NO THIRD PARTY BENEFICIARIES. 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.

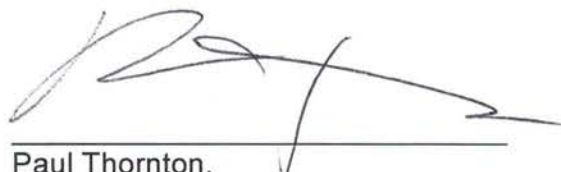
32. CAPACITY OF PARTIES. Each signatory and Party to this Agreement warrants and represents to the other Party that it has the legal authority, capacity and direction from its principal(s) to enter into this Agreement and that all resolutions, ordinances or other actions have been taken so as to enter into this Agreement.
33. SIGNATURE OF THE PARTIES. 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 voice-over 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]



**Public Park
Large/Corporate Event Permit Application**

Introduction

The Port of San Diego maintains over 250 acres of beautiful public recreational and open space areas along San Diego Bay. One of the Port's key objectives is to attract people to the Bayfront to recreate and enjoy all that it has to offer. To that end, we welcome special events at our parks. Additionally, we are proud of the outstanding condition in which we maintain our parks, and sensitive to the needs of the communities surrounding them. This special 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 the park you use as well as the nearby residents and businesses.

Permit Process

The permit process begins with your request for park availability via our website <http://portofsandiego.org/recreation/apply-for-a-park-permit.html>. After you submit your request, you will be contacted within three business days by a park permit staff member, who will request some basic information and, if appropriate, reserve an agreed upon park and date(s). Please note that this reservation does not constitute approval of your request. A Reservation may be made as early as 18 months in advance of your event date. The application and deposit must be received no later than 60 days prior to your event. If your application and deposit are not received by this deadline, the Port reserves the right to release the reservation.

Upon receiving your application, our park permitting staff will route it among applicable departments for review. If appropriate, we will schedule a site walk at the park to review your setup and other arrangements as well as our guidelines for conducting your event.


Full payment of all fees must be made no later than 30 days prior to your event date. If your application and deposit are not received by this deadline, the Port reserves the right to release the reservation. When Port 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 park. 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.

[Completed application to be inserted prior to permit execution]

 PORT of SAN DIEGO <small>Waterfront of Opportunity</small>		Public Park Large/Corporate Event Permit Application		<small>Port of San Diego Use Only</small> Event Date _____ Received _____ Issued _____	
Applicant Information					
Applicant Name _____			Email Address _____		
Main Phone () _____			Mailing Address (street #, city, state, & zip code) _____		
Mobile Phone () _____					
Organization Name: _____					
Organization Type : <input type="checkbox"/> Private/Family <input type="checkbox"/> Charitable 501(c)(3) <input type="checkbox"/> Corporate <input type="checkbox"/> School <input type="checkbox"/> Government <input type="checkbox"/> Other: _____					
Is this a Tidelands Activation Program (TAP)? Yes _____ No _____					
Event Information					
Event Name _____		Date(s) _____		Event Type: (check <input type="checkbox"/> all applicable descriptions)	
Park(s):		Actual Event Hours:		<input type="checkbox"/> Birthday Party <input type="checkbox"/> Private Picnic <input type="checkbox"/> Corporate Picnic <input type="checkbox"/> Corporate Reception <input type="checkbox"/> Wedding Ceremony <input type="checkbox"/> Wedding Reception <input type="checkbox"/> Festival/Music Event <input type="checkbox"/> Fundraiser <input type="checkbox"/> Car Show <input type="checkbox"/> Team Building Event Other: _____	
<input type="checkbox"/> Chula Vista Bayfront Park <input type="checkbox"/> Chula Vista Bayside Park North (Beachside) <input type="checkbox"/> Chula Vista Bayside Park South (Pier) <input type="checkbox"/> Chula Vista Marina View Park <input type="checkbox"/> Coronado Tidelands Park <input type="checkbox"/> Embarcadero Marina Park North <input type="checkbox"/> Embarcadero Marina Park South <input type="checkbox"/> North Embarcadero Waterfront <input type="checkbox"/> South Embarcadero Waterfront <input type="checkbox"/> Harbor Island Park <input type="checkbox"/> Pepper Park <input type="checkbox"/> Raccoon Park <input type="checkbox"/> Shelter Island Park North, (Gazebo) <input type="checkbox"/> Shelter Island Park Central, (Beach) <input type="checkbox"/> Shelter Island Park South, (Bell) <input type="checkbox"/> Spanish Landing Park East, (CSP) <input type="checkbox"/> Spanish Landing Park West, (Beach) Other: _____		From: _____ To: _____			
		Setup/Assembly/Construction:			
		Date _____ Time _____ AM/PM			
		Dismantle/Completion			
		Expected Attendance and/or Show Cars:			
		Set-up Day _____ Event Day#1 _____ Event Day#2 _____ Dismantle Day _____ <small>(For multi-day events, provide attendance for each day)</small>			
On-Site Contact Information					
A contact person representing the applicant must be immediately available, at the site during setup, event and dismantle. This person must have authority over all elements of the event.					
Name _____		Email _____		Mobile Phone () _____	
Professional Event Organizer					
Name _____		Organization _____		Mobile Phone () _____	
Port of San Diego Use Only					
<input type="checkbox"/> Company COI <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> ABC Letter <input type="checkbox"/> CSO Parking <input type="checkbox"/> Stage <input type="checkbox"/> Other _____					
BP # _____	Transaction # _____	D2 # _____	DM# _____		
Deposit \$ _____	Check/M.O.# _____	Credit Card# _____	Cash Receipt# _____		
Parking \$ _____ Spaces: _____	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# _____		
TAP Parking \$ _____ Spaces: _____	Check/M.O.# _____	Credit Card# _____	Cash Receipt# _____		

1/2018

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[Completed application to be inserted prior to permit execution]



**Public Park
Large/Corporate Event Permit Application**
Event Set-Up Information and Guidelines

Insurance

Applicant shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless San Diego Unified Port District ("District") and its officers, employees, and agents for any and all liability, claims, judgments, damages, proceedings, orders, directives, costs, including reasonable attorneys' fees, or demands arising directly or indirectly out of the obligations undertaken in connection with this Permit, or Applicant's use, occupancy, possession or activities on the Premises, except claims or litigation arising through the sole negligence or willful misconduct of District. It is the intent of this Paragraph that 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 arising out of the sole negligence or willful misconduct of District. This indemnity obligation shall apply for the entire time that any third party can make a claim 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 Premises.

Applicant must provide **certificate of insurance (COI) coverage naming "San Diego Unified Port District" as an additional insured and also be listed in the certificate holder box.** Insurance coverage must be in force for the duration of the event, including setup through takedown days. The Port of San Diego requires a minimum of \$1,000,000 for personal and bodily injury, one person and one occurrence; and a minimum of \$1,000,000 coverage for property damage. The same organization named as the insured on the certificate of insurance should also be listed in the applicant blank on this permit application.

All service providers are required to provide a "certificate of insurance" or the applicant can choose to cover all sub-contractors.

Recycling

The Port of San Diego strongly encourages the recycling of all cans, bottles and all other recyclable materials associated with events. The commercial providers of waste receptacles for your event have available receptacles that may be designated for recyclables at your event.

Smoking Prohibited

As of December 5, 2006, smoking is prohibited on any Port of San Diego park or beach. No person shall dispose of any cigarette, cigar, or tobacco in any place where smoking is prohibited, except in a designated waste disposal container.

Reservation of Locations

A park permit grants permission for an event to be held in a Port of San Diego park; however, a permit does not guarantee a specific location in any park. Park areas are available on a first-come, first-served basis, and it is up to the permittee to secure the space needed to hold the event. A permittee may designate event boundaries, as long as a representative is present at the site. Boundaries may not block walkways, driveways or parking areas and the size of the reserved boundaries must be in accordance to the permitted group size. Children's playground cannot be within event boundaries.

Site Walk

Unless otherwise determined, all events meeting the following criteria 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 amounts of trash, waste or other pollutants.

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

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[Completed application to be inserted prior to permit execution]



**Public Park
Large/Corporate Event Permit Application**

Event Set-Up Information and Guidelines

Parking & Traffic Control

Any organizer planning to conduct an event with expected attendance of five hundred (500) or more persons will be required to provide an off-site parking locations and/or shuttle service plan and traffic control personnel for the event.

Reserving Parking Spaces: Parking spaces may be requested in Embarcadero Marina Parks North & South only. Spaces may be purchased at a cost of \$10 per space, per day. Unless you have reserved parking spaces during your event, the entire parking lot will remain open for public access. If your event is scheduled for the Embarcadero Marina Park North, you must inform the Seaport Village Management Office (619) 235-4014 of your parking and traffic management plan. Because the parking spaces must be available to users of the Embarcadero Marina Park South public fishing pier, the parking lot cannot be used exclusively for a special event. Fishermen, employees, agents or vendors must have unimpeded access to the public fishing pier and the restaurant at all times.

Note*: Reserved parking arrangements are to be made as part of the permit approval process. Please attach a parking diagram of desired spaces

Dates requested: _____ Number of spaces: _____

Meter Numbers (if applicable): _____

Security Plan

You are responsible for providing a safe and secure environment for your event. Please provide the following information below whether it is voluntary service or have hired a professional security company to develop and manage your event's security plan.

Security Company

Direct Contact: _____

Direct Phone: () _____ - _____

Note: A specific on-site individual contact is required regardless of your event size.

Describe your security plan including crowd control and venue safety, whether you are contracting private security or using in-house staff

Medical Services Plan

You are responsible for providing appropriate medical services for your event. Please provide the following information below whether it is voluntary service or have hired a professional emergency medical service provider to develop and manage your event's medical plan.

Medical Service Provider

Direct Contact: _____

Direct Phone: () _____ - _____

Note: A specific on-site individual contact is required regardless of your event size.

*All events must have a first aid kit on-site and have knowledge of the nearest emergency facility.

Describe your medical plan including the types of resources that will be at your event and manner in which they will be managed and deployed. If necessary, please attach your plan to this application.

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

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[Completed application to be inserted prior to permit execution]



**Public Park
Large/Corporate Event Permit Application**

Event Set-Up Information & Guidelines

Site Plan (Foot Print)

In addition to the descriptions requested below, please attach a site plan depicting all of the items used in support of your event including seating and tables, food preparation areas, portable restrooms, dumpsters, booths, exhibits, displays, attractions; stages, platforms, flooring, vehicles, generators, fencing, tents, canopies and shelters.

Accessibility

Applicant shall ensure that all elements of the event are accessible to all, including persons with disabilities as required by law. Applicants are encouraged to incorporate the principles of Universal Design, which is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design, when developing the above required site plan. Specific accessibility to address for events shall include but is not limited to:

- Parking, including information and notification of alternate parking opportunities and locations;
- Accessible portable restrooms;
- Accessible shuttles, buses, and other provided transportation elements as part of the event;
- Placement of activities in areas for maximum accessibility;
- Communication and training of event staff, including volunteers, regarding accessibility and disability awareness
- Compliance with the Americans with Disabilities Act and applicable accessibility laws

Sidewalk Access

While the portion of the park green space to be used for the event may be temporarily fenced, at no time will public access to public sidewalks or promenades be blocked before, during or after public events.

Entertainment or Services

List and describe all entertainment attractions and special services you intend to provide. These include games, clowns, face painting, play jumps, massage area/service, etc. **Note:** Large or motorized rides or attractions such as Ferris wheels, climbing walls and throwing games, fireworks and animal entertainment are prohibited in Port of San Diego parks.

Note: A Certificate of Insurance (COI) is required of all businesses that provide services on site at your event. All COIs must be attached to your completed application, per the attached Terms and Conditions.

List Company Name or N/A Below	Descriptions																	
Entertainment Service: Company: _____ Company: _____	Select Type:	<input type="checkbox"/> Air Jump <input type="checkbox"/> Photographer <input type="checkbox"/> Florist <input type="checkbox"/> Face Painter <input type="checkbox"/> Clowns <input type="checkbox"/> Event Planner <input type="checkbox"/> Other: _____																
Party Rentals: Company: _____ Company: _____	<table border="1"> <thead> <tr> <th>Item</th> <th>Amount(s)</th> <th>Size</th> </tr> </thead> <tbody> <tr> <td>Tables</td> <td></td> <td></td> </tr> <tr> <td>Chairs</td> <td></td> <td></td> </tr> <tr> <td>Canopies/Tents <small>No staking, weights are required; Larger than 20' x 20' requires a Fire Permit</small></td> <td></td> <td></td> </tr> <tr> <td>Generators (≤ 75 KW) <small>Self-contained Generators are preferred. Dig Alert is required for generators with grounding rods.</small></td> <td></td> <td></td> </tr> </tbody> </table>	Item	Amount(s)	Size	Tables			Chairs			Canopies/Tents <small>No staking, weights are required; Larger than 20' x 20' requires a Fire Permit</small>			Generators (≤ 75 KW) <small>Self-contained Generators are preferred. Dig Alert is required for generators with grounding rods.</small>				
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Generators (≤ 75 KW) <small>Self-contained Generators are preferred. Dig Alert is required for generators with grounding rods.</small>																		
Live Musicians, DJ, or Recorded Sound Musician: _____ Musician: _____	Live or Recorded Entertainment Sound levels must be no higher than 85 decibels and acceptable to the surrounding community. A Harbor Police officer or other law enforcement representative who determines that noise from your event is excessive may require you to take corrective action including ceasing the use of amplified sound. Please Describe:																	
Booths/Exhibits	Please attach a list of all vendors who will be exhibiting during your event. (i.e: demonstration booths, tasting booths and exhibits)																	

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

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[Completed application to be inserted prior to permit execution]



**Public Park
Large/Corporate Event Permit Application**

Event Set-Up Information & Guidelines

Food and Beverage Company: _____ Company: _____ Company: _____ Company: _____		Select Type: <input type="checkbox"/> Self-Provided <input type="checkbox"/> Caterer <input type="checkbox"/> Taqueria <input type="checkbox"/> Food Truck (Must purchase parking spaces to accommodate service)	
Staging/Flooring Company: _____		Type: _____ Size: _____ Describe Usage: _____	
Fencing / Barricades Company: _____		Type: _____ Size: _____ Describe Usage: _____	
Portable Restrooms: Company: _____		# of ADA? _____ # of Regular? _____	Drop Off: Date _____ Time: _____ am/pm Pick Up: Date _____ Time: _____ am/pm
Waste Removal Company: _____		# of Dumpsters: _____ # of Trash Cans: _____	Drop Off: Date _____ Time: _____ am/pm Pick Up: Date _____ Time: _____ am/pm
<p>Alcoholic Beverages Alcoholic beverages are not currently permitted in the Port of San Diego Tidelands Park and Landing Park in Coronado. Alcoholic beverages are allowed in all other Port of San Diego Parks with a valid Port of San Diego event permit.</p> <p>If you intend to sell alcoholic beverages, or to sell tickets or request donations for admission to an event at which alcoholic beverages are served, an additional permit from the State Department of Alcoholic Beverage Control (ABC) is required. Please contact ABC at (619) 525-4064 or www.abc.ca.gov. Note: Request an ABC letter from Port Staff 30 days in advance of event if applicable.</p> <p>If you intend to serve alcoholic beverages without charge, admission or other consideration, the following conditions must be met:</p> <ul style="list-style-type: none"> • Designated areas for dispensing and consumption must be noted on the event site plan. Persons may not take alcoholic beverages from the designated area and must be kept away from minors at the event. • For events greater than 500 in attendance, one licensed security staff person must be present for every 50 attendees. Security staff will prevent people from carrying alcoholic beverages outside the designated area. • Alcoholic beverages may only be served in distinctive paper, or plastic cups, plastic bottles or aluminum cans. No glass containers are permitted. Beverages may be poured from glass containers into cups by a designated server. • Kegs of beer are not allowed unless special permission is obtained from District staff thru the permit process. • All persons serving or otherwise dispensing alcoholic beverages must be at least 21 years of age. • Department of Alcoholic Beverage Control, Officers of the Harbor Police Department, any authorized representative of the San Diego Unified Port District, or law enforcement personnel from any Port member city may summarily revoke the park permit if it is determined that the public welfare and morals are being impaired and/or a law enforcement problem arises. <p>Will alcoholic beverages be served at your event: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Who purchased the alcohol for the event?</p> <p>Describe in detail how the alcohol will be served and managed.</p> <p>I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.</p>			

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[Completed application to be inserted prior to permit execution]



**Public Park
Large/Corporate Event Permit Application**

Pollution Prevention and Waste Removal

Waste Removal

All waste generated by your event must be removed from the park at conclusion of your event. "No leak" dumpsters are recommended. Dumpster must be placed on tarp or absorbent material to avoid leakage/spill onto the parking lot surfaces. Any dumpsters brought onsite must be removed as soon as possible following your event. Any delay must be pre-agreed upon with permitting staff. The Port requires that you implement Best Management Practices (BMP) to prevent pollutants from reaching the storm drains or bay. Storm drains must be identified and noted on the site plan. Covering or sealing storm drains as part of the initial set up is required. Required waste removal BMPs include the use of covered trash dumpsters and prompt trash removal upon completion of the event.

Environmental Best Practices

The District is charged with prohibiting all non-stormwater discharges into the stormwater conveyance systems on District tidelands pursuant to San Diego Regional Water Quality Control Board Order No. R9-2013-0001 (NPDES Permit No. CAS0109266, "Municipal Stormwater Permit"). The District has the authority under State law to make and enforce necessary rules and regulations governing, among other things, stormwater management and discharge control. The District's stormwater regulations are found in Article 10 of the San Diego Unified Port District Code ("District Code").

Special events have been identified by the District as a potential source of non-stormwater discharges to the storm drain system and San Diego Bay. Non-stormwater discharges to the storm drain system or the Bay are considered a violation of District Code. To prevent unauthorized discharges, the District requires the implementation and maintenance of Best Management Practices (BMPs) at special events. BMPs specific to the activities planned for each special event are to be identified prior to the event time. In addition, the following BMPs must also be implemented as applicable:

- Trash dumpsters, portable toilets, or generators shall have secondary containment and located away from open storm drain inlets or catch basins and away from the water's edge. Secondary containment for trash dumpsters may be accomplished by 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 storm drain inlets within the event special area are to be protected with temporary screens or filters prior to the event.
- Fencing is to be placed around the waterside perimeter of the event to prevent any windblown trash or debris from reaching the Bay. Where fencing is not feasible, regular and frequent trash and debris removal is to be conducted by event organizers.
- 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 and so that employees are aware of the discharge prohibitions.
- Documentation of BMP implementation for each special event is to be maintained and be made available for the District's review upon request.

Direction related to permitted special event activities can be found in the District Jurisdictional Urban Runoff Management Document (JURMP). The JURMP is available on the District website: (<https://www.portofsandiego.org/environment/clean-water.html>) or by contacting the District Environmental and Land Use Management (ELUM) Department, (619) 686-6254.

Site Cleanup and Repair

You are responsible for leaving the park and its contents in the exact condition in which you found them. To this end, please be aware of the following:

Construction material cleanup: All materials from the construction of your event venue must be picked up and disposed of. This includes all nails, screws and other hardware. When left in the park, these items in particular constitute a hazard to public safety as well as to grounds maintenance equipment. It is your responsibility to inform all staff and subcontractors of this requirement.

Inadequate cleanup or damage to the park: You are responsible for reimbursing the Port of San Diego for any additional cleanup that must be performed and for any damage to the park or its contents and facilities as a result of your event. The charges for inadequate cleanup and damage include, but are not limited to the following:

- | | | |
|--|---|--|
| • Concrete Drinking Fountain replacement - \$3,000 | • Turf/put repair per 10 square feet - \$1,000 | • Light Pole replacement - \$3,000 |
| • Concrete Bollard (unlighted) replacement - \$1,000 | • Sprinkler lateral replacement per 8' - \$800 | • Sprinkler head replacement - \$400 |
| • Concrete Bollard (lighted) replacement - \$3,000 | • Concrete walk panel 6'x6'x6" replacement - \$3,000 | • Late removal of dumpster - \$100/day |
| • Labor rate for cleanup or other restoration - \$85 per hour
(Weekends and non-business hrs. are charged at time and a half) | • Power washing costs will be passed along to the permittee | |

Rental Equipment: You are responsible for the removal of all rental equipment associated with your event. There should be no rental equipment left on Port Property after your dismantle time period. A dismantle day fee will be passed along to the permittee for every day after.

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

Initial Here →

[Completed application to be inserted prior to permit execution]



**Public Park
Large/Corporate Event Permit Application**

Vehicles

Large vehicles damage sidewalk pavement and valve covers and are more prone to collisions with trees, light poles, and drinking fountains. Box trucks and trailers are used for set-up and equipment delivery, those vehicles must be disclosed in this application and can only be used for drop-off. They cannot idle anywhere except on the parking lot. Request for exception must be made and approved as part of the permitting process. Private or support vehicles, trucks and trailers must find parking off the park grass. See the chart below for specifics (2014 State from Cars, lowebknew.com/USA Today):

Chart of Average Vehicle Curb Weight by Class	Curb Weight in Pounds	On Port District Park
Compact Car	2979	Allowed
Midsize Car	3497	Allowed
Large Car	4366	NOT Allowed
Compact Truck or SUV (single axle only)	3470	Allowed
Midsize Truck or SUV (single or double axle)	4259	NOT Allowed
Large Truck or SUV (single or double axle)	5411	NOT Allowed

Show Cars

Only Show cars are permitted on the grass property at Port District parks. If one or more of your show vehicles are over the weight limit, special permission must be requested as part of the application process. Parking of support vehicles, club member and volunteers is the organizer's responsibility. At many of the park locations, parking spaces can be purchased for event use, if done in advance during the approval process. The club members and volunteers must be identifiable by a club badge, tee shirt, hat, etc. The event organizer, permit holder, or on-site contact must be available and accessible on site at all times during the car show. After set-up, once the show has officially started, no show or service vehicles should be driving on the park property. Vehicles may not leave until after a predetermined time set up by the event organizer. If there is an emergency, where someone must leave before the target time, then two club flaggers must be used to escort the vehicle off the park property and on to the parking lot.

A diagram must be submitted with your application with the layout of your show cars, vendors, check in area, parking plan and the area where non-show vehicles will be parked. Include a list of vendors who will support your event. All vendors must show or sell items that are directly related to your club or car show. Items included can be logo or sponsor gear, car care products and limited food and beverage items.

Participants must have cars in place no later than the specified time listed

Load in Time:	Load in End Time:
Event Start Time:	Event End Time:
Load-out Time:	Load-out End Time:

What communication strategy will be used to communicate with the event organizer or point person during the entire event?

☐ 2-way Radio/Walkie Talkie ☐ Cell Phone# _____ ☐ Other _____

Film /Photo/Unmanned Aircraft System (UAS)

If you are going to include the use of an Unmanned Aircraft System (UAS) for filming, please review our Guidelines for UAS Operations found on page 5 of our Filming/Photo/UAS Permit Application. The application can be found on our website www.portofsandiego.org. Click on the "Recreation Tab" to view our recreation page. The permit application can be found on the left under Park Permit Downloads. If you are able to meet these Guidelines, then complete the Port of San Diego UAS portion of the application.

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

Initial Here →

[Completed application to be inserted prior to permit execution]



**Public Park
Large/Corporate Event Permit Application**

You must agree and comply to all park policies, please read and initial each item below.

(Initial)	Items
1.	All equipment and items pertaining to this event are specified in the application and/or site plan. 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 Best 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, fines, 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.
6.	The use of tent stakes to secure tents is prohibited. Tent stakes damage irrigation lines. Tents will be secured with weights. Dig Alert is required for generators with grounding rods, call 811 at least 2 weeks before your event or go to http://newgas.digalert.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 are picked up and removed from the park as part of the dismantle process.
8.	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 spill kit 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 permittee shall ensure all residual cooking grease and oil are removed from the site and disposed of properly (not placed in site trash dumpsters). Absorbent pads must be placed under all cooking vessels. The permittee shall ensure that 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 pedestrian or emergency vehicle access to park sidewalks and promenades.
11.	<p>The permittee is responsible for obtaining all appropriate permits including but not limited to health department, alcoholic beverage, fire marshal and Marine events.</p> <p>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 Marshal of your city to determine if a permit is required in addition to your Port of San Diego park event permit.</p> <ul style="list-style-type: none"> • 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 County 800-253-9933 or 858-974-5999 <p>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.</p> <p>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 Marine Events Permitting office at 619-278-7261 or 278-7233.</p>
12.	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 authority to request sound level to be lowered or turned off.
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 Port tenants by pedestrian and/or vehicular traffic, the permittee 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 and comply with these regulations.
17.	A post-event site walk was conducted on _____ (date) by _____ (Port staff). Park was / was not left in satisfactory condition following event. If unsatisfactory, permittee was contacted on _____ (date). If unsatisfactory, an itemized list of damages and repair costs will be attached to this permit and a copy sent to permittee.
18.	Resources available: https://sdofa.org/publication/temporary-event-guide and https://www.sds.org/sdp2010/titles/2010-titles/2010-regulations.htm

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[Completed application to be inserted prior to permit execution]



Park Permit Fees

Event Type	Attendance	Fee	Type of Fee
All events	1-100	\$35	Flat fee
Corporate events <i>Set-up & breakdown days</i>	101-250	\$500 \$300	Flat fee Flat fee, per occurrence
Private & non-profit event <i>Set-up & breakdown days</i>	101-250	\$300 \$200	Flat fee Flat fee, per occurrence
Corporate events <i>Set-up & breakdown days</i>	251+	\$3.50 \$500	Per person Flat fee, per occurrence
Private & non-profit event <i>Set-up & breakdown days</i>	251+	\$2.10 \$300	Per person Flat fee, per occurrence
Car shows	-	\$5	Per car
Moving events that use park walkways	-	\$1.00 (\$1,000 maximum)	Per person/per park Pass Thru Fee
Reserved Parking	Park specific	\$12 - \$17.50	Per space/per day

Events such as runs or walks that may not have actual use of a park, but will prevent access or egress, rendering it unusable.

Security Deposits

Security Deposits are based on the type of activity for which the park will be used.

Refundable security deposits are calculated at the Port's discretion based on potential damage to event location.

Event Type	Fee	Equipment	Food
Minimal Set-Up includes, but is not limited to: Wedding Receptions, Family Reunions, Moving Events, Car Shows	Minimum \$1,500	Includes, but is not limited to: tables, seating, platforms, sound systems, exercise equipment, vendor areas	Includes, but is not limited to: Precooked food set on sterno or steam table, food trucks, taco wagons, BBQ set-up, may be catered on- site, but without extensive food preparation
Special Set-Up includes, but is not limited to: Concerts, Festivals, Large Corporate Lunches or Receptions	Minimum \$5,000	Includes but is not limited to: large tent or canopy (20' x 20' & larger). dance floor, bleachers, vendor areas, heavy or large structures for decoration or entertainment; large generators on trailer, or stand alone; Executive Porta-Potties; box trucks or large delivery truck and trailers	Includes, but is not limited to: extensive food preparation area that involves stoves, fryers, hot boxes, refrigeration, gas or charcoal grills

[Completed application to be inserted prior to permit execution]



**Public Park
Large/Corporate Event Permit Application**

Terms and Conditions for Park Permit Applicants

Use of a San Diego Unified Port District park is subject to the following terms and conditions:

1. Applicant shall comply with all applicable laws, rules, regulations and requirements of the Port District and other governmental entities.
2. 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.
3. Either party may cancel this permit by giving twenty-four (24) 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 shall not be transferred or assigned.
5. Applicant shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless San Diego Unified Port District ("District") and its officers, employees, and agents for any and all liability, claims, judgments, damages, proceedings, orders, directives, costs, including reasonable attorneys' fees, or demands arising directly or indirectly out of the obligations undertaken in connection with this Permit, or Applicant's use, occupancy, possession or activities on the Premises, except claims or litigation arising through the sole negligence or willful misconduct of District. It is the intent of this Paragraph that 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 arising out of the sole negligence or willful misconduct of District. This indemnity obligation shall apply for the entire time that any third party can make a claim 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 Premises.
6. Applicant must provide certificate of insurance coverage naming the "San Diego Unified Port District" as an additional insured. Insurance coverage must be in force for the duration of the event, including setup through takedown days. The Port of San Diego requires a minimum of \$1,000,000 for personal and bodily injury, one person and one occurrence; and a minimum of \$1,000,000 coverage for property damage. The same organization named as the insured on the certificate of insurance should also be listed in the applicant blank on this permit application. The rights and privileges extended by this permit are **non-exclusive**.
7. Applicant shall not engage in any activity on Port District property other than the activity for which this permit is expressly issued.
8. In the event of failure of the Applicant to comply with any provision of this permit, this permit may, at the discretion of the Port District or its authorized representatives, be terminated immediately.

Attachments provided (Applicant check all that apply):

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Site Plan | <input type="checkbox"/> Insurance Certificate (COI's) | <input type="checkbox"/> Medical Services Plan | <input type="checkbox"/> Waste Removal Plan |
| <input type="checkbox"/> Security Deposit | <input type="checkbox"/> Security Plan | <input type="checkbox"/> Pollution Prevention Plan | |
| <input type="checkbox"/> Fees | <input type="checkbox"/> Parking & Traffic Control Plan | <input type="checkbox"/> Evidence of not-for-profit status (501(c)(3) required) | |

I certify that the information contained my permit application is true and correct to the best of my knowledge. I understand and agree to abide by the rules and regulations governing the proposed special event under the San Diego Unified Port District Code.

Applicant Name (PRINT)

Applicant Signature

Date

Submit application, attachments and fees to: Port of San Diego Park Permits, P.O. Box 120488, San Diego, CA 92112-0488

Port of San Diego Approval

Special Events Associate Signature

Date

Manager Signature

Date

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 pier 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.

[Completed application to be inserted prior to permit execution]

 PORT of SAN DIEGO <small>Waterfront of Opportunity</small>		Broadway Pier & Pavilion Event Application and Agreement		<small>Port of San Diego Use Only</small> Event Date _____ Received _____ Issued _____					
Applicant Information									
Applicant Name _____			Email Address _____						
Main Phone () _____ - _____			Mailing Address (street #, city, state, & zip code)						
Mobile Phone () _____ - _____									
Organization Name: _____									
Organization Type : <input type="checkbox"/> Private/Family <input type="checkbox"/> Charitable 501(c)(3) <input type="checkbox"/> Corporate <input type="checkbox"/> School <input type="checkbox"/> Government <input type="checkbox"/> Other: _____									
Is this a Tidelands Activation Program (TAP)? <input type="checkbox"/> Yes <input type="checkbox"/> No									
Event Information									
Event Name _____		Date(s) _____		Event Type: (check <input type="checkbox"/> all applicable descriptions) <input type="checkbox"/> Private Party <input type="checkbox"/> School Dance <input type="checkbox"/> Corporate Reception <input type="checkbox"/> Wedding Ceremony <input type="checkbox"/> Wedding Reception <input type="checkbox"/> Festival/Music Event <input type="checkbox"/> Car Show <input type="checkbox"/> Trade Show <input type="checkbox"/> Other: _____					
Facility (check all that apply): <input type="checkbox"/> Full Buy-Out <input type="checkbox"/> Forecourt (outdoors) <input type="checkbox"/> Foyer (1 st floor) <input type="checkbox"/> Pavilion (1 st floor) <input type="checkbox"/> Broadway View Room (2 nd floor) <input type="checkbox"/> View Court (outdoors)		Actual Event Hours:							
		From: _____ To: _____ Setup/Assembly/Construction: Date _____ Time _____ AM/PM							
		Dismantle/Completion: Date _____ Time _____ AM/PM							
		Expected Attendance: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Set-up Day</td> <td>Event Day#1</td> <td>Event Day#2</td> <td>Dismantle Day</td> </tr> <tr> <td colspan="4">(For multi-day events, provide attendance for each day.)</td> </tr> </table>				Set-up Day	Event Day#1	Event Day#2	Dismantle Day
Set-up Day	Event Day#1	Event Day#2	Dismantle Day						
(For multi-day events, provide attendance for each day.)									
On-Site Contact Information									
A contact person representing the applicant must be immediately available, on-site during setup, event and dismantle. This person must have authority over all elements of the event.									
Name _____		Email _____		Mobile Phone () _____ - _____					
Professional Event Organizer									
Name _____		Organization _____		Mobile Phone () _____ - _____					
Port of San Diego Use Only									
<input type="checkbox"/> COI <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> ABC Letter <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Work Order <input type="checkbox"/> Security <input type="checkbox"/> Custodial <input type="checkbox"/> MANA <input type="checkbox"/> Other _____									
BP # _____	Transaction # _____	D2 # _____	DM# _____						
Deposit \$ _____	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# _____						

[Completed application to be inserted prior to permit execution]



Broadway Pier & Pavilion Event Application and Agreement

Event Set-Up Information & Guidelines

Site Plan (Foot Print)

In addition to the descriptions requested below, please attach a site plan depicting all of the items used in support of your event including seating and tables, food preparation areas, portable restrooms, dumpsters, booths, exhibits, displays, attractions; stages, platforms, flooring, vehicles, generators, fencing, tents, canopies, shelters, etc.

Site Walk

All events on Broadway Pier require a pre-event site walk with Port staff to review the event set-up information and guidelines.

Accessibility

Applicant shall ensure that all elements of the event are accessible to all, including persons with disabilities as required by law. Applicants are encouraged to incorporate the principles of Universal Design, which is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design, when developing the above required site plan. Specific accessibility to address for events shall include but is not limited to:

- Parking, including information and notification of alternate parking opportunities and locations;
- Accessible portable restrooms;
- Accessible shuttles, buses, and other provided transportation elements as part of the event;
- Placement of activities in areas for maximum accessibility;
- Communication and training of event staff, including volunteers, regarding accessibility and disability awareness
- Compliance with the Americans with Disabilities Act and applicable accessibility laws

Insurance

Applicant shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless San Diego Unified Port District ("District") and its officers, employees, and agents for any and all liability, claims, judgments, damages, proceedings, orders, directives, costs, including reasonable attorneys' fees, or demands arising directly or indirectly out of the obligations undertaken in connection with this Permit, or Applicant's use, occupancy, possession or activities on the Premises, except claims or litigation arising through the sole negligence or willful misconduct of District. It is the intent of this Paragraph that 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 arising out of the sole negligence or willful misconduct of District. This indemnity obligation shall apply for the entire time that any third party can make a claim 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 Premises.

Applicant must provide **certificate of insurance (COI) coverage naming "San Diego Unified Port District" P.O. Box 120488, San Diego, CA 92112-0488, as an additional insured and also be listed in the certificate holder box.** Insurance coverage must be in force for the duration of the event, including setup through takedown days. The Port of San Diego requires a minimum of \$1,000,000 for personal and bodily injury, one person and one occurrence; and a minimum of \$1,000,000 coverage for property damage. The same organization named as the insured on the certificate of insurance should also be listed in the applicant blank on this permit application.

All service providers are required to provide a "certificate of insurance" or the applicant can choose to cover all sub-contractors.

Fire Marshal Permit

City of San Diego Fire Marshal permit is required in addition to your Port of San Diego event permit. You are responsible for contacting the City of San Diego Fire Marshal at (619) 533-4300 or sdfire@cityofsandiego.gov. This permit shall be secured no later than 30 days prior to your event.

Public Access to Broadway Pier

The Port of San Diego gives a high priority to public access to Broadway Pier. To this end, the applicant and Port of San Diego staff will develop a plan for the level of public access to the pier that will be provided during a private or exclusive event. Portion(s) of Broadway Pier to be used for an event may be temporarily fenced, subject to Port of San Diego approval. Please include any fencing or barriers in your event site plan.

Fire Lane on Broadway Pier

The 20-foot lane on the south edge of Broadway Pier and the 48-foot lane on the west end (facility to viewcourt area) is a fire lane that must be kept clear at all times for emergency vehicles.

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

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[Completed application to be inserted prior to permit execution]



Broadway Pier & Pavilion Event Application and Agreement

Event Set-Up Information & Guidelines

Security Plan

There are two types of security for events at Broadway Pier. **Facility** security protects the terminal and pier from unauthorized access and damage. The Port of San Diego provides facility security from a security contractor during setup, event and breakdown for all events with access to the Broadway Pavilion. The cost of this security is ~~not~~ included in your permit fee.

Event security ensures a safe and secure environment for your event. Depending on the nature of your event, you may be required to provide an event security plan and contract for event security at your expense. If you are hiring a professional security company to develop and manage your event's security plan, provide the following information, (✓) all that is applicable:

☐ Using Port Security (Allied Universal Services)

☐ Private Security Company: _____ Phone: () _____

Private Security Operator License #: _____

START TIME: _____

END TIME: _____

TOTAL TIME: _____

Address: _____
(Street) (City) (State) (Zip)

Attach a description, if applicable, your security plan including provisions for crowd control and venue safety.

Medical Services Plan

You are responsible for providing appropriate medical services for your event. If you have hired a professional emergency medical services provider to develop and manage your event's medical plan, please provide the following information:

On-site First Aid Kit Provider: _____ Phone: () _____

Medical Services Provider: _____ Phone: () _____

Address: _____
(Street) (City) (State) (Zip)

Attach a description of your medical plan including the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed.

Alcoholic Beverages

If you intend to sell alcoholic beverages, or to sell tickets or request donations for admission to an event at which alcoholic beverages are served, an additional permit from the State Department of Alcoholic Beverage Control (ABC) is required. Please contact ABC at (619) 525-4064 or www.abc.ca.gov. If you intend to serve alcoholic beverages without charge, admission or other consideration, the following conditions must be met:

- Designated areas for dispensing and consumption must be noted on the event site plan. Persons may not take alcoholic beverages from the designated area and must be kept away from minors at the event.
- For events greater than 500 in attendance, one licensed security staff person must be present for every 50 attendees. Security staff will prevent people from carrying alcoholic beverages outside the designated area.
- Alcoholic beverages may only be served in distinctive paper, or plastic cups, plastic bottles or aluminum cans. No glass containers are permitted. Beverages may be poured from glass containers into cups by a designated server.
- Kegs of beer are not allowed unless special permission is obtained from District staff thru the permit process.
- All persons serving or otherwise dispensing alcoholic beverages must be at least 21 years of age.
- Department of Alcoholic Beverage Control, Officers of the Harbor Police Department, any authorized representative of the San Diego Unified Port District, or law enforcement personnel from any Port member city may summarily revoke the park permit if it is determined that the public welfare and morals are being impaired and/or a law enforcement problem arises.
- Contact Port Staff for an ABC letter 30 days in advance (if applicable).

Will alcoholic beverages be served at your event: Yes ☐ No ☐

The applicant is responsible for applying for the ABC Permit, who is applying on your behalf? _____

Who is purchasing Alcohol? _____

Who is dispensing/serving Alcohol? _____

If yes, describe: _____

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

Initial Here →

[Completed application to be inserted prior to permit execution]



Broadway Pier & Pavilion
Event Application and Agreement

Event Set-Up Information and Guidelines																					
Entertainment Service: Company: _____ Company: _____ Other: _____	Select Type: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> Air Jump</div> <div style="width: 33%;"><input type="checkbox"/> Photographer</div> <div style="width: 33%;"><input type="checkbox"/> Florist</div> <div style="width: 33%;"><input type="checkbox"/> Face Painter</div> <div style="width: 33%;"><input type="checkbox"/> Clowns</div> <div style="width: 33%;"><input type="checkbox"/> Event Planner</div> <div style="width: 33%;"><input type="checkbox"/> Other: _____</div> </div> <p><small>Note: Large or motorized rides or attractions such as Ferris wheels, climbing walls, fair rides and throwing games must be approved by the Port's Engineering Department for weight / pad capacity</small></p>																				
Party Rentals: <p><small>*Note: The venue has 400 Black Folding Chairs and 10 6' x 30' tables available for use.</small></p> <input type="checkbox"/> Port Chairs <input type="checkbox"/> Port Tables <input type="checkbox"/> Rental Service: _____ <input type="checkbox"/> Other: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #00b050; color: white;"> <th>Item</th> <th>Amount(s)</th> <th>Size(s)</th> </tr> </thead> <tbody> <tr> <td>Tables</td> <td></td> <td></td> </tr> <tr> <td>Chairs</td> <td></td> <td></td> </tr> <tr> <td>Generators (≤ 75 KWV)</td> <td></td> <td></td> </tr> <tr> <td colspan="3"><small>Self-contained Generators are preferred</small></td> </tr> <tr> <td>Portable Restrooms</td> <td></td> <td></td> </tr> </tbody> </table>			Item	Amount(s)	Size(s)	Tables			Chairs			Generators (≤ 75 KWV)			<small>Self-contained Generators are preferred</small>			Portable Restrooms		
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Portable Restrooms																					
Live Musicians, DJ, or Amplified Sound Musician: _____ Musician: _____	<p><small>Music entertainment may be amplified through a sound system but the sound levels must be no higher than 85 decibels and acceptable to the surrounding community. A Harbor Police officer or other law enforcement representative who determines that noise from your event is excessive may require you to take corrective action including ceasing the use of amplified sound. Note: Outdoor sound must end at 10 pm. Indoor sound must end at midnight. Describe below the live or recorded entertainment you will provide and any other amplified sound you will use at your event.</small></p> <p>Describe:</p>																				
Booths / Exhibits	<p><small>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.</small></p> <p>Describe:</p>																				
Food and Beverage Company: _____ Company: _____ Company: _____	Select Type: <input type="checkbox"/> Self-Provided <input type="checkbox"/> Caterer <input type="checkbox"/> Taquero <input type="checkbox"/> Food Truck																				
<p><small>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.</small></p>																					
<p><small>Note: Food Preparation Food preparation can be accomplished using electric appliances only. No propane, gas or open flame cooking is allowed indoors, with the exception of stereo heaters. Food preparation tent on view court must have ground cover to protect pier from spills.</small></p>																					
<p>I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.</p> <div style="text-align: right;"> Initial Here → </div>																					

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[Completed application to be inserted prior to permit execution]



Broadway Pier & Pavilion Event Application and Agreement

Event Set-Up Information and Guidelines	
Staging/Flooring Company: _____ Company: _____	Type: _____ Size: _____ Type: _____ Size: _____ Describe Usage:
Decorations Note: Fire detectors 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.	Are you hanging decorations from the ceiling beams? <input type="checkbox"/> Yes <input type="checkbox"/> No Describe:
Tents / Canopies Company: _____ Note: Tents larger than 10' x 20' will require Fire Marshal Approval. Tents may be secured with weights. No tent supports may be mounted onto the floor of the terminal or pavement of the pier.	Type: _____ Size: _____ Type: _____ Size: _____ Describe Usage:
Fencing / Barricades Company: _____ Company: _____	Type: _____ Size: _____ Type: _____ Size: _____ Describe Usage:
Pollution Prevention and Waste Removal Plan The Port requires that you implement Best Management Practices (BMP) to prevent pollutants from reaching the storm drains or bay. Required waste removal BMPs include the use of covered trash dumpsters and prompt trash removal upon following your event. If your event will generate significant amounts of waste, you are required to supply dumpsters. "No leak" dumpsters are recommended. Pollution prevention BMPs include preventing and containing any fluid spills and leakage from dumpsters, machinery, etc. by placing dumpsters on tarp, placing berms around dumpsters, placing protective materials and berms over storm drains, and keeping a spill kit on site. You need to ensure that all residual cooking grease and oil are removed from the site and disposed of properly; and that no grease and oil run onto the pier pavement. Any dumpsters brought onsite must be removed as soon as possible following your event. Any delay must be pre-agreed upon with permitting staff. Also critical is the prevention of trash being blown into the bay through the use of receptacles and the assigning of event support staff to be vigilant to pick up any trash dropped onto the pier. Storm drains must be identified and noted on the site plan. Covering or sealing storm drains as part of the initial set up is required. Describe your plan for waste removal, including the providing of receptacles and dumpsters. Include number and size of dumpsters, if applicable, and the name of the company providing them. If necessary, please attach your plan to this application.	
Recycling The Port of San Diego strongly encourages the use of sustainable practices in event management. These include the use of reusable or recycled materials for food service as well as the recycling of all cans, bottles and all other recyclable materials. The commercial providers of waste receptacles for your event have available receptacles that may be designated for recyclables at your event. For information on holding green events, please see: http://www.portofsandiego.org/public_documents/doc_download/3277-tips-to-have-a-green-event.html	
Smoking Prohibited Smoking is prohibited on Broadway Pier.	
Fireworks and Pyrotechnics Prohibited Fireworks and all pyrotechnic devices are prohibited on Broadway Pier. Only water-based smoke generators may be used.	
I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.	
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[Completed application to be inserted prior to permit execution]



Broadway Pier & Pavilion Event Application and Agreement

Event Set-Up Information and Guidelines

Site Cleanup and Repair

You are responsible for leaving the Broadway Pier facilities you use in the condition in which you found them. To this end, please be aware of the following:

Construction material cleanup: All materials from the construction of your event venue must be picked up and disposed of. This includes all nails, screws and other hardware. When left on a pier or facility floor, these items in particular constitute a hazard to public safety. It is your responsibility to inform all staff and subcontractors of this requirement.

Inadequate cleanup or damage to the facility: You are responsible for reimbursing the Port of San Diego for any additional cleanup that must be performed and for any damage to a facility or its contents as a result of your event. The charges for inadequate cleanup and damage include, but are not limited to the following:

Late removal of items including dumpsters, booths, attractions -- \$100.00 per day per item plus 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 will include labor and materials from the Port of San Diego and any outside contractor required to perform the repair.

The Port of San Diego staff labor rate for cleanup or other restoration is \$85 per hour for business hours. Weekend and non-business hours are charged at the time-and-a-half rate of \$127.50 per hour.

Priority to Cruise Ship Calls

Cruise ship calls to 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 cruise ship call. If a cruise ship call is required, Broadway Pier will be closed to any event on the day preceding the cruise ship call as well as the day of the call. While this possibility is remote, your event could be precluded by an emergency cruise ship call. In this event, you will be fully refunded any deposit and fees that you have remitted to the Port of San Diego in conjunction with the renting of a facility(s) on B Street Pier. 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

Please note that with the exception of vehicles loading or unloading in support of set-up or take-down of an event, there is **No Parking on Broadway Pier**. Any organizer planning to conduct an event with expected attendance of five hundred (500) or more persons will be required to provide an off-site parking locations and/or shuttle service plan and traffic control personnel for the event from either the City of San Diego or Port of San Diego. Please Attach your parking and traffic control plan.

Restroom Facilities

Broadway Pier has a men's and a women's restroom on the exterior of the Port pavilion that are available for events held outside of the pavilion. For outside events, if your anticipated attendance is greater than 250 but less than 500 persons, you are required to have on-site at least one portable restroom to augment the existing restrooms; along with one additional portable restroom for every additional 250 persons. For events inside the Port pavilion, four additional restrooms are available and you are not required to provide portable restrooms in support of your event.

Custodial Services

Port staff will work with you to determine your custodial needs and arrange for these with our outside service to provide for them. Custodial service includes pre- and post-event cleanup along with on-site custodial service to spot-clean and maintain restrooms. Your custodial service is **not** included in the fee that you pay for your event permit. Please note that custodial service does not include cleaning up and disposing of construction materials from booths and other major setup items.

Potable Water & Wash Facilities

Potable water is available in the restrooms on Broadway Pier; however there are no facilities on the pier or in the pavilion for washing coolware, dishes, utensils and other event-related items. Cold water is available on both floors of the facility. Please advise Port staff of your hot water needs to ensure that access to hot water sources at the facility can be arranged.

Electricity

110-volt electricity is available from outlets inside the facility. The pavilion area has 200-amp show power, 110 v outlets on most of its stanchions. The Pavilion's exterior has 3 corners that supply 50amp/220v, where spider boxes can be used. A generator is another option. You are responsible for providing an electrical source for an event on the pier.

Marine Events Permit

If this permit request involves any type of water activity, a separate permit from the United States Coast Guard may be required. Please contact the United States Coast Guard Sector San Diego Marine Events Permitting office at 619-278-7261 or 278-7233.

Additional resources

Please visit: <https://data.org/publication/temporary-events-guide> and, https://www.sds.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

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[Completed application to be inserted prior to permit execution]



Broadway Pier & Pavilion Event Application and Agreement

Deposit & Fee Information

Deposit

The Port of San Diego requires a damage deposit for use of a facility(s) on Broadway Pier. This amount ranges from \$2,000 to \$10,000, depending on the potential impact of the proposed event.

The deposit for your proposed event is \$ _____

I acknowledge that I owe the Port of San Diego the above deposit amount, to be paid via check or credit card.

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Fee

The fee for your proposed event is \$ _____

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 fee for the portion of the event that was canceled.

I acknowledge that I owe the Port of San Diego the Above deposit amount, to be paid via Check or credit card.

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[Completed application to be inserted prior to permit execution]



Broadway Pier & Pavilion Event Application and Agreement

Terms and Conditions for Park Permit Applicants

Use of facilities on the San Diego Unified Port District Broadway Pier is subject to the following terms and conditions:

1. Applicant shall comply with all applicable laws, rules, regulations and requirements of the Port District and other governmental entities.
2. 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.
3. Either party may cancel this permit by giving twenty-four (24) 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 shall not be transferred or assigned.
5. Applicant shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless San Diego Unified Port District ("District") and its officers, employees, and agents for any and all liability, claims, judgments, damages, proceedings, orders, directives, costs, including reasonable attorneys' fees, or demands arising directly or indirectly out of the obligations undertaken in connection with this Permit, or Applicant's use, occupancy, possession or activities on the Premises, except claims or litigation arising through the sole negligence or willful misconduct of District. It is the intent of this Paragraph that 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 arising out of the sole negligence or willful misconduct of District. This indemnity obligation shall apply for the entire time that any third party can make a claim 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 Premises.
6. Applicant must provide certificate of insurance coverage naming the "San Diego Unified Port District" as an additional insured. Insurance coverage must be in force for the duration of the event, including setup through takedown days. The Port of San Diego requires a minimum of \$1,000,000 for personal and bodily injury, one person and one occurrence; and a minimum of \$1,000,000 coverage for property damage. The same organization named as the insured on the certificate of insurance should also be listed in the applicant blank on this permit application.
7. The rights and privileges extended by this permit are **non-exclusive**.
8. Applicant shall not engage in any activity on Port District property other than the activity for which this permit is expressly issued. This permit may be terminated immediately by the Port District for misrepresentation of permit information, violation of the law or activities causing an unreasonable risk to public safety (as determined by any public safety agency).

Attachments provided (Applicant check all that apply):

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Fire Marshal | <input type="checkbox"/> Insurance Certificate (COI's) | <input type="checkbox"/> Medical Services Plan | <input type="checkbox"/> Waste Removal Plan |
| <input type="checkbox"/> Security Deposit | <input type="checkbox"/> Security Plan | <input type="checkbox"/> Pollution Prevention Plan | <input type="checkbox"/> Site Plan Diagram |
| <input type="checkbox"/> Fees | <input type="checkbox"/> Parking & Traffic Control Plan | <input type="checkbox"/> Evidence of not-for-profit status (501(c)(3) required) | |

I certify that the information contained my permit application is true and correct to the best of my knowledge. I understand and agree to abide by the rules and regulations governing the proposed special event under the San Diego Unified Port District Code.

Applicant Name (PRINT)

Applicant Signature

Date

Submit application, attachments and fees to: Port of San Diego Park Permits, P.O. Box 120488, San Diego, CA 92112-0488

Port of San Diego Approval

Special Events Associate Signature

Date

Manager Signature

Date

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

Name and Address of Insured (Consultant)			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 <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: _____ Expiration Date: _____	Each Occurrence: _____ \$ _____ General Aggregate: _____ \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: _____ Expiration Date: _____	Each Occurrence: _____ \$ _____
	Workers' Compensation – Statutory Employer's Liability		Commencement Date: _____ Expiration Date: _____	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Excess/Umbrella Liability		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE		A. M. BEST RATING	
A				
B				
C				
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

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
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: sdupd@prod.certificatesnow.com
 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.]