

**FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR
SPECIAL EVENT SERVICES AND REVOCABLE LICENSE FOR THE USE OF REAL
PROPERTY**

This Fourth Amendment to Amended and Restated Agreement for Special Event Services and Revocable License for the Use of Real Property (“Fourth Amendment”) between the City of Redondo Beach, a Municipal Corporation (“City”) and Sanford Ventures Inc, a California corporation (“Producer”), collectives referred to as (“Parties”).

RECITALS

- A. City believes it is in the best interest of the community to foster public-private partnerships to provide for entertainment events at the Waterfront and the Seaside Lagoon.
- B. Producer desires to plan, coordinate, install, manage and supervise music centered multi-day special events (“Festival”) in accordance with the terms and conditions agreed upon by the Parties.
- C. Producer also intends to partner with Beachlife LLC and other legal entities for the purpose of financing, creating and managing the Festival. These partnerships shall not supersede the duties and responsibilities of Producer as per this agreement.
- D. City and Producer desire to cooperate in the creation and promotion of a live series of “signature lifestyle music festivals”.
- E. City desires to grant to Producer a revocable license for the nonexclusive use of the specified real property for the Festivals.
- F. On December 19, 2017, the parties entered into an agreement entitled, “Agreement for the Special Event Services and Revocable License for the Use of Real Property” (herein after referred to as the “Initial Agreement”).
- G. On September 4, 2018, the parties entered into an agreement entitled “Amended and Restated Agreement for Special Event Services and Revocable License for the use of Real Property” (herein after referred to as the “Amended Agreement”). The Amended Agreement terminated the Initial Agreement and the Amended Agreement became the controlling agreement between the Parties.
- H. On September 7, 2021, the parties entered into an agreement entitled “First Amendment to Amended and Restated Agreement for Special Event Services and Revocable License for the use of Real Property” (herein after referred to as the “First Amendment”). The First Amendment terminated February 2, 2022.

- I. On April 19, 2022, the parties entered into an agreement entitled “Second Amendment to Amended and Restated Agreement for Special Event Services and Revocable License for the use of Real Property” (herein after referred to as the “Second Amendment”). The Second Amendment terminated July 31, 2022.
- J. On September 6, 2022, the parties entered into an agreement entitled “Third Amendment to Amended and Restated Agreement for Special Event Services and Revocable License for the use of Real Property” (herein after referred to as the “Third Amendment”). The Third Amendment terminated December 31, 2022.
- K. The Parties now desire to enter to amend the Amended Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein and the mutual covenants and agreements herein contained, the parties hereto agree to the following amendments:

Section 1. Effective Term of this Fourth Amendment: The Effective Term of this Fourth Amendment shall facilitate two Festivals for up to three-days each. The Effective Term shall commence on April 11, 2023 and terminate on December 31, 2023 (“Effective Term”). Thereafter, this Fourth Amendment shall be null and void. Producer’s obligation to pay the City under section 4(g)(v) shall survive the termination of this Fourth Amendment.

Section 2: Section 3(d) Obligations of Producer.

(d) For the producer’s use of the Premises the City shall receive a Facility Use Fee for each day when the Festival is in operation for the public. The Facility Use Fee shall be \$15,450 per day for the first Festival and \$15,913 per day for the second Festival. The Facility Use Fee is separate from and in addition to the reimbursement expenses described in Section 4. Producer shall remit the Facility Use Fee to the City thirty days (30) prior to the respective Festival upon receiving invoice for payment. Producer shall retain the option to buy-out up to one hundred and seventeen (117) public parking spaces in the marina parking lot, depicted in Exhibit “A” for an additional \$4,000 paid to the City and \$1,000 paid to the King Harbor Association for a three-day period. Producer shall also retain the option to buy-out up to two hundred (200) public parking spaces in the Pier Parking Structure, depicted in Exhibit “A” for an additional \$20 per day per stall paid to the City for a three-day period. Producer shall also retain the option to buy-out the surface parking lot at the old Joe’s Crab Shack site, depicted in Exhibit “A” for an additional \$500 per day paid to the City. Producer recognizes that the City is actively working to replace the Portofino Pump Station within a small area of the marina parking lot, as depicted in Exhibit “A”. In an effort to accommodate the Festival, City will ensure that no construction work for the pump station project will occur during the event, load-in, or load-out. City will secure the small construction site and clear any associated material stockpile area within the parking lot for Festival use, however Producer recognizes that the secured construction site will be unavailable for use by the Festival.

Section 3: Section 3(h) Days and Hours of Festival Operation. The specific days and hours of operation for each Festival shall be coordinated with the City Manager and/or his designee (Community Services Director). Notwithstanding the foregoing, the Festival shall be in operation for up to three consecutive days per Festival, opening no earlier to the public than 11:00 a.m., and ceasing all amplified sound no later than 10:30 p.m. on Friday and Saturday and 9:00 p.m. on Sunday. Building and production loading for each Festival will require up to ten (10) days prior to Festival operations; production load-out will require five days, subject to City approval, coordination and scheduling. Producer shall retain the option for up to seven (7) additional load-in days for an additional \$1,000 per additional day paid to the City. In the interest of ongoing goodwill negotiations and the desire of Producer to be viewed as a good partner, Producer will exempt “Roctoberfest” from the radius clause pursuant to Section 3(h) of the Amended Agreement.

Section 4: Section 4(g)(v) is replaced in its entirety as follows:

(v) The City shall provide Police and Fire Department support and additional municipal services as needed to the Festival based upon mutually agreeable parking, security, access, Festival buildings and structures and emergency response plans. The Producer shall reimburse the City for any municipal services provided up to a maximum of sixty-eight thousand, two-hundred-fifty (\$68,250) dollars per Festival in 2023. The City shall provide an invoice and detailed report of dedicated municipal services provided for each Festival, and Producer shall remit the municipal services reimbursement amount to the City no later than sixty days (60) after receiving City invoice & report. Any municipal services provided by City in excess of the aforementioned reimbursements per Festival will not be entitled to reimbursement from Producer. City and Producer shall negotiate in good faith, and in advance of each Festival, to determine the necessary level of municipal services required for future Festivals and the commensurate reimbursement to City for said municipal support.

Section 5: Effect of Amendment.

Except to the extent the Amended Agreement is amended and modified by this Fourth Amendment for the Effective Term, the remaining terms and conditions of the Amended Agreement shall remain unmodified and in full force and effect. In the event of conflict between the terms and conditions of this Fourth Amendment and the terms and conditions of the Amended Agreement, the terms and conditions of this Fourth Amendment shall prevail and control during the Effective Term with the exception of Producer’s obligation to pay City pursuant to section 4(g)(v), which survives. Thereafter, the terms and conditions of the Amended Agreement shall remain unmodified and in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California as of this 11th day of April, 2023.

CITY OF REDONDO BEACH

SANFORD VENTURES, LLC

William C. Brand
Mayor

DocuSigned by:
Allen Sanford
67ADD62050E6418

Allen Sanford
Manager

Approved as to Form:

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden,
Risk Manager

Michael W. Webb
City Attorney

ATTEST:

Eleanor Manzano
City Clerk, CMC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 15660 N. Dallas Parkway, Suite 700 Dallas TX 75248		CONTACT NAME: PHONE (A/C, No. Ext): 214-739-9552 FAX (A/C, No): 214-987-2834 E-MAIL ADDRESS:	
License#: 2081754 BEACLLC-01		INSURER(S) AFFORDING COVERAGE	
INSURED The BeachLife, LLC PO Box 809 Hermosa CA 90254		INSURER A: Everest National Insurance Company INSURER B: Service American Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10120 39152	

COVERAGES**CERTIFICATE NUMBER:** 1783012400**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SI8ML02311221	8/12/2022	8/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> HAPD - Comp <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HAPD - Coll			SI8ML02311221	8/12/2022	8/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$ 100 / \$1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	SI8EX01719-221	8/12/2022	8/12/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A		SAICWC0492000	4/19/2022	4/19/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

- Certificate holder is insured as noted above and complete to include: and its officers, elected, appointed officials, employees & volunteers

CERTIFICATE HOLDER**CANCELLATION**

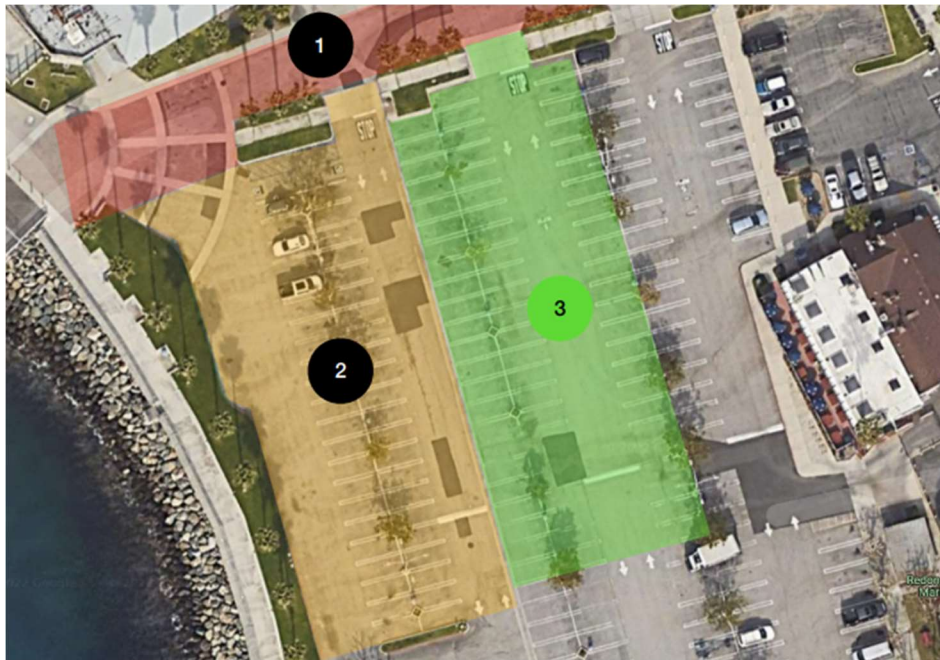
City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

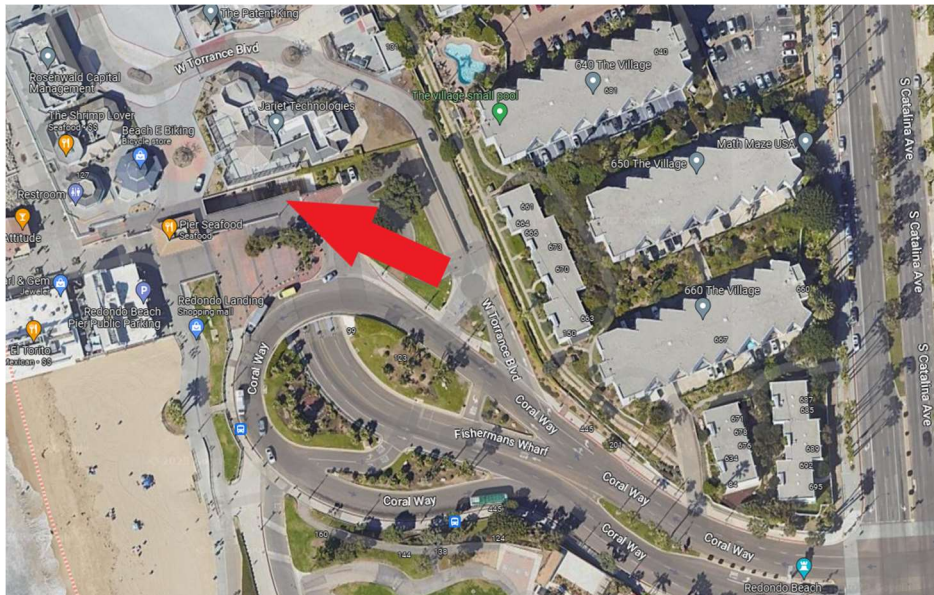
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EXHIBIT A



- 1** No public access during festival
- 2** Used for production in order To reduce traffic leaving lot During event.
- 3** Maintain SMALLER AREA For festival use (week of) than 2021, for the purposes of Pedestrian & fan safety — Putting ticketing in side Barrier entry.

Pier Plaza Parking Structure – Use of up to 200 stalls within the garage



Surface Parking Lot at old Joe's Crab Shack site



Portion of Marina Surface Parking Lot Impacted by Portofino Pump Station Replacement Project. Area highlighted in yellow is the active construction site, which will be fenced-off and secured during the Festival and during load-in/load-out. Area highlighted in green is the material stockpile area, which will be cleared and made available for use by the BeachLife Festival.

