

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

Agreement for Special Event Services ("Agreement") between the City of Redondo Beach, a municipal corporation ("City") and Sanford Ventures Inc, a California Corporation ("Producer")

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 of this Agreement.
- 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"). The Parties now desire to terminate the Initial Agreement and intend this Agreement to be the controlling agreement between the Parties. Accordingly, the Initial Agreement shall be of no force and effect and shall be superseded by this Agreement upon the execution thereof.

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

1. Term of Agreement. Unless terminated pursuant to Section 10 below, the term of this Agreement shall commence September 4, 2018 and terminate June 30, 2029. Following completion of the initial term, this Agreement may be extended for another five (5) year period upon mutual agreement by the City and Producer.

2. Intellectual Property. Producer shall have the right to name the Festival in its sole and absolute discretion (except that no profanity or other offensive language may be used) and to change the name of the Festival or its events from time to time. Producer may include the term "Redondo Beach" and/or "South Bay" in the title. Any name, logo, slogan, or any other intellectual property created and utilized in connection with the Festival shall be and remain the sole and exclusive property of the Producer. It is further anticipated and understood that the Producer may or will create audio and visual reproductions of the Festival and the performances and that Producer shall also retain sole and exclusive

rights to all such productions and reproductions in any form. Producer warrants that all applicable rights and clearances to reproduce and/or distribute Festival content is the sole responsibility of Producer. Producer shall have no obligation to pay any license fees or royalties of any kind to the City in connection with the use of the Intellectual Property created. Producer shall provide appropriate credit to the City as venue/host/co-producer on all secondary audio/video reproductions.

3. Obligations of Producer.

(a) Generally. During the term of this Agreement, Producer agrees to plan, promote, coordinate, install, manage and supervise an event consisting of the presentation and operation of a live multi-day music festival (hereinafter the "Festival") and other approved ancillary activities associated therewith. The Festival shall be conducted in the entire City owned Seaside Lagoon as well as the City owned Marina parking lot adjacent to the Seaside Lagoon facility as depicted in the map attached as Exhibit "A" (hereinafter the "Premises"). The City and Fire Department shall work with Producer to define a maximum occupancy available at the Premises in accordance with the local and State fire code. Additionally, the Premises shall be subject to reasonable pedestrian, bicycle and vehicle ingress and egress conditions and other mutually agreeable siting requirements identified by the City's Traffic Engineer to ensure public safety. This agreement allows for the production of a maximum of two Festivals per year.

(b) Festival. The Festival shall be conducted in accordance with all terms and conditions of this Agreement as well as any other conditions or requirements to be set forth in or arising from the Producer's completion of a "City of Redondo Beach - Application for Special Event" (the "Application"). All representations, warranties or covenants made by the Producer in the Application as well as any other conditions or requirements prescribed by the City in the Application shall be incorporated into and become a part of this Agreement unless otherwise specifically set forth herein. The programmatic details of the Festival shall comport with the Application and shall be coordinated with the City Manager and/or his designee (the Community Services Director). The Festival shall include: (i) multiple programmed stages of live music to allow for performances that will occur throughout the Hours of Festival Operation; (ii) food, beverage, and alcoholic beverage service operations throughout the site subject to Police Department and State ABC Department requirements; (iii) sales of merchandise related to the performances and attractions at the Festival; (iv) other artistic, culinary, and lifestyle exhibits as deemed appropriate by the Producer. Producer shall use best efforts to not permit smoking, drugs or drug paraphernalia, vaping, weapons, or any other activity prohibited by the City's park rules and regulations and as enforced by the City. Notwithstanding the foregoing, the City shall retain all rights to enforce any and all applicable City rules and regulations as needed.

(c) Costs and Expenses. Except as otherwise set forth below in Section 4 (Obligations of City), the Producer shall be responsible for all costs and expenses associated with the performance of this Agreement and production of the Festivals.

(d) Facility Use Fee. For the Producer's use of the Premises the City shall receive \$9,265 per day when the Festival is in operation for the public. The Facility Use Fee is separate from and in addition to the reimbursement expenses described in Section 4 below. The Facility Use Fee will be increased by three percent (3%) each year of Festival Production. Producer shall remit the Facility Use Fee to the City

thirty days (30) prior to the Festival. Producer shall retain the option to buy-out up to forty-five (45) public parking spaces in the Marina parking lot, depicted in Exhibit "A", for \$720 per day.

(e) Installation of Equipment. Except as otherwise set forth below in Section 4 (Obligations of City), the Producer shall be responsible for the procurement, construction, installation and set-up of all materials, equipment and furnishings necessary to operate the Festivals, including, but not limited to: connections to existing City electrical power, connections to existing City water, leveling topography and fencing. The Producer shall install all equipment and build and disassemble the festival site and ensure the Premises is restored to its prior condition. The City and Producer shall collectively determine the allowable work hours for the installation and disassembly of the Festival(s). All equipment and materials supplied by the Producer are and will remain the Producer's personal property and shall be removed from the Premises by the Producer upon completion of the Festival(s). No furnishings or fixtures shall be installed in such a manner as to become permanently affixed to the Premises without prior written consent of the City Manager. All construction, installation and set-up on the Premises shall be completed by the Producer in accordance with all City engineering, building and safety requirements.

(f) Management of the Festivals. The Producer shall provide professional management and operation services including employing a general manager, assistant manager, supervisors, stage production, ticketing, security personnel, and other necessary personnel. The Producer shall further provide for management of the day-to-day functions of the Festival(s) including operating personnel, the quantity of which shall be based upon attendance levels subject to industry standards. The City and Police Chief shall approve all security plans, and the City may, in its sole discretion, require a ratio of security personnel to Festival attendees in accordance with industry standards.

(g) Maintenance, Supervision and Security of Premises. Except as otherwise set forth below in Section 4 (Obligations of City), the Producer shall be responsible for all custodial and maintenance of the Premises during each Festival, including the provision of all restroom materials and supplies, as well as the supervision and security of the Festival and other areas of the Premises where the Producer is operating and/or providing ancillary activities. The Producer is responsible for the provision of all necessary personnel in connection with the Festival and acknowledges that the City will not be providing personnel for such purposes. In the event the Producer fails to maintain the Premises or otherwise fails to correct any dangerous or unsanitary condition within twenty-four (24) hours after being notified by the City to do so, the City may remedy the condition at the Producer's expense. In the event there is an imminently dangerous condition and Producer is unable to correct it immediately, the City may remedy the condition immediately. Producer shall provide for access to the restaurant zone within the Festival perimeter currently occupied by Ruby's Diner for all days of the Festival, including the time during its installation and take down. Said access shall include, but not be limited to, the Americans with Disabilities Act, pedestrian, non-motorized, delivery and sanitation requirements.

(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 9:00 p.m. on Fridays and Saturdays, and 8:00 p.m. Sunday through Thursday. Building and production loading for the Festival will require seven to ten (7-10) days prior to Festival operations; production load-out will require three (3) days after Festival operations, subject to City approval, coordination and

scheduling. Producer shall have priority as to use of the Premises and shall notify the City of dates selected for the Festival at least twelve (12) months prior to the date of the Festival. The City shall not schedule any festivals (rental events for public sale comprised of multiple consecutive days) with live music thirty (30) days prior to the commencement of Festival load-in or the completion of Festival load-out.

(i) Condition of Premises. The Producer accepts the Premises in "AS-IS" condition and City shall not be required to make any alterations, improvements or repairs therein or thereon to accommodate use of the Premises by the Producer. The Producer shall not make any permanent changes or alterations to the Premises without City's prior written consent. Any such approved changes or alterations shall be completed at the sole expense of the Producer, unless mutually agreed upon by City and Producer. Upon completion of the Festival, or upon any other termination or expiration of this Agreement, Producer shall remove all materials, equipment, furnishings and other personal property from the Premises and shall restore the Premises to the same condition as existed immediately prior to the change or alteration.

(j) Provision of Public Restrooms. Producer shall provide portable public restrooms for the Festival at Producer's expense in sufficient number to avoid lengthy lines and restroom wait periods.

4. Obligations of City.

(a) Waiver of Special Event Application Fees. City shall waive the Application fees customarily charged to event holders (not including any facility use fee, utility fee or public safety fee set forth in Section 3(d) above and Sections 4(d) and 4(e) and 4(g)(5) below).

(b) Premises. City shall supply the physical space for the live music festival as depicted in Exhibit "A". In the event the Festival location as identified in Exhibit "A" is rendered unusable by City or other governmental agency action, or by an unforeseen natural disaster or Act of God, City and Producer shall attempt to identify alternate locations in good faith, subject to availability, to relocate the Festival.

(c) Access to Transient Moorings. City shall provide Producer with the first right of refusal to rent available transient moorings in King Harbor during the Festival(s).

(d) Provision of Electrical Power Source by City. City shall provide access to a metered electrical power source at the metered source point in Seaside Lagoon sufficient to accommodate the electrical needs of the live music festival as provided in advance by the Producer. The Producer shall reimburse the City for all electrical charges attributed to such dedicated meter during the term of each Festival.

(e) Provision of Water Source by City. City shall provide access to a water source sufficient to accommodate the water needs of the Festival. The Producer shall reimburse the City for all water charges incurred on the Premises during the term of each Festival.

(f) Access to Seaside Lagoon Restrooms. The City shall provide access to the public restrooms inside Seaside Lagoon for use during the term of each Festival. All custodial services and restroom materials and supplies needed during the term of each Festival shall be provided by the Producer.

(g) Cooperation and Promotion by City. City agrees to use its good-faith efforts to

cooperate with Producer in the facilitation and promotion of the Festival, including but not limited to the following:

- (i) City will reasonably advertise the Festival on its website, City on-line newsletter and other applicable City brochures and flyers.
- (ii) Upon request, City will provide the Producer with a letter confirming official support of the Festival.
- (iii) City will provide a staff liaison to advise and coordinate with the Producer regarding certain Festival requirements such as completion of the Application, procurement of applicable insurance (including the opportunity to purchase City-sponsored coverage to the extent of its continued availability), promotional activities, satisfaction of applicable City permit requirements, and facilitation with other City departments to discuss programmatic issues.
- (iv) City will allow use of three (3) over the street banner placements and other city-owned promotional assets to Producer for a two week period at no charge for the term of each Festival.
- (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 seventy two thousand (\$72,000) dollars per year, or for every two (2) festivals. The City shall invoice the Producer for municipal services provided and Producer shall remit the municipal services reimbursement amount to the City thirty days (30) following the Festival. Any municipal services provided by City in excess of seventy two thousand (\$72,000) dollars per year will not be entitled to reimbursement from Producer. City and Producer shall negotiate in good faith to determine the necessary municipal services required for future Festivals and the commensurate reimbursement to City for said municipal support. If the term of the agreement is extended, the seventy two thousand (\$72,000) dollar municipal services reimbursement maximum will be increased by five (5%) percent each additional year of Festival Production.

5. Permits and Licenses. The Producer shall, at their own expense, procure and keep in force, with respect to any annual Festival, all necessary permits and licenses from all government agencies having jurisdiction over the Festival.

6. Taxes. The Producer will be obligated to pay all federal, state and local taxes arising from the services provided under this Agreement.

7. Subcontractors. City acknowledges that the Producer will subcontract with other entities to perform certain services with respect to the Festival. The Producer shall cause all subcontractors to

comply with federal, State, and local laws, statutes, ordinances, rules and regulations with respect to the services provided in conjunction with this Agreement.

8. Indemnification.

(a) By Producer. To the fullest extent permitted by law, the Producer shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law or equity or both), proceedings, liabilities, losses, damages, expenses or costs (including without limitation attorneys' fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise directly or indirectly, out of (i) the use or possession of the Premises by the Producer or any of its directors, officers, employees, contractors, vendors, consultants or volunteers; (ii) the Producer's planning, coordination, management, supervision or performance of any Festival in conjunction with this Agreement; (iii) any other willful, reckless or negligent act or omission of the Producer or any of its directors, officers, employees, contractors, vendors, consultants or volunteers; or, (iv) the Producer's failure to comply with any law, excepting, however, any claims, demands, causes of action, lawsuits (whether at law or equity or both), proceedings, liabilities, losses, damages, expenses or costs caused by the sole negligent acts or willful misconduct of the City. This indemnity provision shall survive the termination of this Agreement.

(b) By City. To the fullest extent permitted by law, City shall indemnify, defend and hold harmless Producer and its directors, officers, agents, members, managers and employees from and against any and all claims, demands, causes of action, lawsuits (whether at law or equity or both), proceedings, liabilities, losses, damages, expenses costs (including without limitation attorney's fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise directly or indirectly, out of the sole negligent act or willful misconduct of the City or any of its officers, employees, elected and appointed officials and volunteers.

9. Insurance.

(a) The Producer shall maintain, at a minimum, Commercial Liability with minimum requirement of One Million and No/ 100 Dollars (\$1,000,000) combined single limit Bodily Injury and Property Damage per Occurrence and Commercial Excess Liability Insurance in the amount of Five Million and No/ 100ths Dollars (\$5,000,000). Furthermore, the Producer will be responsible for the preparation of the text for signage for operating procedures, rules and regulations of the Festival and liability limitation issues.

10. Termination. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement without any further obligations if the other party breaches any provision of this Agreement and thereafter fails to cure such breach within the thirty (30) day period following such notice; provided, however, that if the default cannot reasonably be cured with the thirty (30) days, the breaching party shall not be in default of this Agreement if it commences to cure the default within the thirty (30) day period and diligently and in good faith continues with and actually completes said cure within a reasonable amount of time, but in no event longer than ninety (90) days or until seven (7) days prior to the commencement of the Festival (whichever occurs first). Notwithstanding the foregoing, the City may cancel the Festival(s) upon 30 day written notice to the Producer in the event of any circumstance that the City Council determines continuation of the Festival(s) would create a serious imminent danger to public health, safety and welfare. In the event of any cancellation in accordance

with the preceding sentence, the City agrees to provide a generally equivalent venue space for the Festival(s) as described above that mitigates the serious imminent danger to public health, safety and welfare and would be provided to the Producer at no additional Facility Use Fee. City has identified Veterans Park, 309 Esplanade, Redondo Beach, and Aviation Park, 1935 Manhattan Beach Boulevard, Redondo Beach, as generally equivalent venue spaces for the Festival(s).

11. Assignment. The Producer shall not assign, transfer or convey (collectively "Assign") any or all of its rights under this Agreement without first obtaining City's written consent, which consent may be withheld in the sole and absolute discretion of City. In the event that Producer shall attempt to assign any or all of its rights under this Agreement without first obtaining such consent, City may, in its direction, immediately terminate this Agreement and all rights and interests of Producer therein shall cease and terminate. Any purported assignment without the consent of City is null and void. The City acknowledges that the Producer intends to partner with Beachlife LLC and other possible future legal entities in order to finance and operate the Festival. The obligations and rights of the Agreement shall remain with the Producer unless approved by the City for assignment, transfer or conveyance. Any entity that partners with the Producer for Festival purposes must adhere to the terms and conditions of the Agreement.

12. Independent Contractor. The Producer acknowledges, represents and warrants that it is not a joint venture or partner of city, but rather is an independent contractor. City shall not be responsible for payment of any salaries, wages or compensation to the employees, contractors, vendors or volunteers of the Producer.

13. Compliance with Laws. The Producer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals with respect to this Agreement, including without limitation environmental laws and employment discrimination laws.

14. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter thereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by subsequent written instrument executed by both parties, approved as to form by the City Attorney and approved by the City Council.

15. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties.

16. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles or conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

17. Attorneys' Fees. In the event either party to this Agreement brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

18. Claims. Any claim by the Producer against City hereunder shall be subject to Government Code §§880 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after the accrual of the cause of action.

19. Interpretation. The Producer acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

20. Severability. Any provision of this Agreement to be found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

21. Waiver. The waiver by either party of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

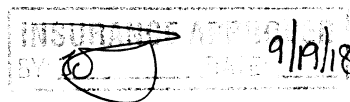
22. Discrimination. The Producer shall not discriminate against any person on the basis of race, religion, color, sex, age, national origin, or physical handicap. The Producer shall make the Festival available on an equal basis to all interested individuals and organizations.

23. Further Agreements. It is the mutual desire and intent of the parties hereto to ensure that the Festival envisioned herein actually occurs because of the public benefits to the City and the community. Each party therefore agrees to negotiate in good faith in the event that any unforeseen issues or circumstances arise not anticipated at the time of this Agreement in order to ensure that the purposes of this agreement are fulfilled. Any changes to this Agreement shall be agreed to by the City and Producer and approved by the City Council.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California as of this day, September 4, 2018.

CITY OF REDONDO BEACH

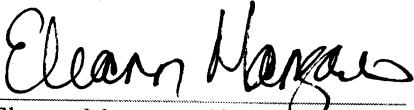

William C. Brand,
Mayor



Approved as to Form:

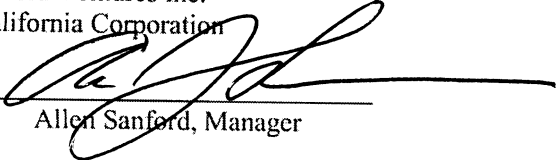

Michael W. Webb,
City Attorney

ATTEST:



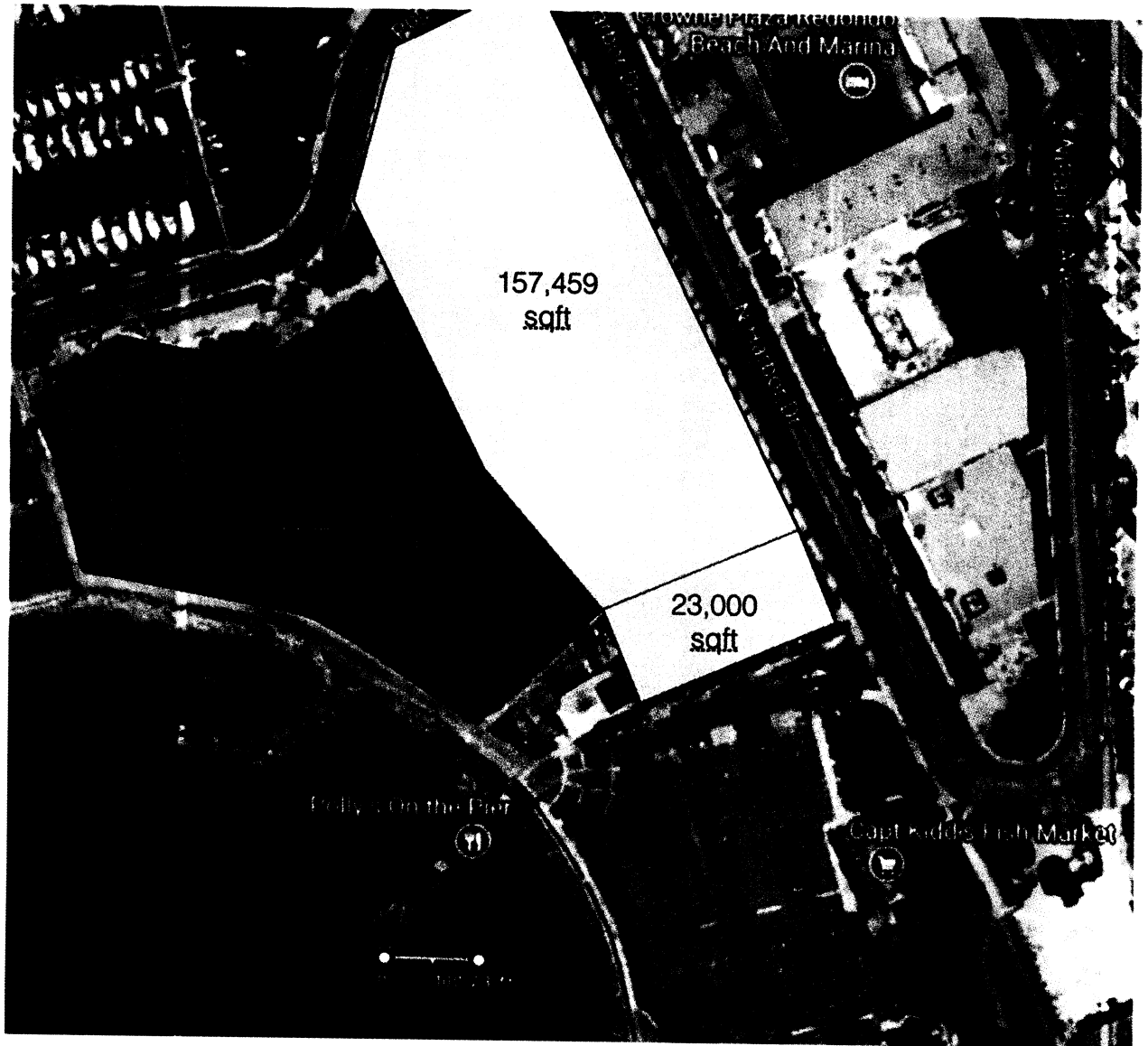
Eleanor Manzano, City Clerk

Sanford Ventures Inc.
A California Corporation

By: 

Allen Sanford, Manager

Exhibit A
Site Plan







SANFO-1

OP ID: TS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2018

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 RPA Insurance Services - CA 8 Wood Hollow Rd., Suite 301 Parsippany, NJ 07054 Zieco Ins Sales - New	CONTACT NAME: Zieco Ins Sales - New PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED Sanford Ventures, Inc. PO Box 809 Hermosa Beach, CA 90254	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>US Liability Insurance Co</td><td></td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	US Liability Insurance Co		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES		CERTIFICATE NUMBER:		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 CERTIFICATION 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		MGL018F94H2	02/20/2018 02/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			MGL018F94H2	02/20/2018 02/21/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Redondo Beach, its agents, officers and employees are included as Additional Insured.

CERTIFICATE HOLDER	CANCELLATION
City of Redondo Beach, its agents, officers and employees 415 Diamond St. 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 <i>Dean J. Canan</i>

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3. Obligations of Producer.

(a) Generally. During the term of this Agreement, Producer agrees to plan, promote, coordinate, install, manage and supervise an event consisting of the presentation and operation of a live multi-day music festival (hereinafter the "Festival") and other approved ancillary activities associated therewith. The Festival shall be conducted in the entire City owned Seaside Lagoon as well as the City owned Marina parking lot adjacent to the Seaside Lagoon facility as depicted in the map attached as Exhibit "A" (hereinafter the "Premises"). The City and Fire Department shall work with Producer to define a maximum occupancy available at the Premises in accordance with the local and state fire code. Additionally the Premises shall be subject to reasonable pedestrian, bicycle and vehicle ingress, egress conditions and other mutually agreeable siting requirements identified by the City's Traffic Engineer to ensure public safety. The agreement allows for the production of a maximum of two Festivals per year.

(b) Festival. The Festival shall be conducted in accordance with all terms and conditions of this Agreement as well as any other conditions or requirements to be set forth in or arising from the Producer's completion of a "City of Redondo Beach - Application for Special Event" (the "Application"). All representations, warranties or covenants made by the Producer in the Application as well as any other conditions or requirements prescribed by the City in the Application shall be incorporated into and become a part of this Agreement unless otherwise specifically set forth herein. The programmatic details of the Festival shall comport with the Application and shall be coordinated with the City Manager and/or his designee (the Community Services Director). The Festival shall include: (i) multiple programmed stages of live music to allow for performances that will occur throughout the Hours of Festival Operation (ii) food, beverage, and alcoholic beverage service operations throughout the site subject to Police Department and State ABC Department requirements; (iii) sales of merchandise related to the performances and attractions at the Festival (iv) other artistic, culinary, and lifestyle exhibits as deemed appropriate by the Producer. Producer shall use best efforts to not permit smoking, drugs or drug paraphernalia, vaping, weapons, or any other activity prohibited by the City's park rules and regulations and as enforced by the City. Notwithstanding the foregoing, the City shall retain all rights to enforce any and all applicable City rules and regulations as needed.

(c) Costs and Expenses. Except as otherwise set forth below in Section 4 (Obligations of City), the Producer shall be responsible for all costs and expenses associated with the performance of this Agreement and production of the Festivals.

(d) Facility Use Fee. For the Producer's use of the Premises the City shall receive \$9,265 per day when the Festival is in operation for the public). The Facility Use Fee is separate from and in addition to the reimbursement expenses described in Section 4 below. The Facility Use Fee will be increased by 3% each year of Festival Production.

(e) Installation of Equipment. Except as otherwise set forth below in Section 4 (Obligations of City), the Producer shall be responsible for the procurement, construction, installation and set-up of all materials, equipment and furnishings necessary to operate the Festivals, including, but not limited to: connections to existing City electrical power, connection



to existing City water, leveling topography, and fencing. The Producer shall install all equipment, and build and disassemble the festival site and ensure the Premises is restored to its prior condition. The City and Producer shall collectively determine the allowable work hours for the installation and disassembly of the Festivals. All equipment and materials supplied by the Producer are and will remain the Producer's personal property and shall be removed by the Producer upon completion of the Festivals. No furnishings or fixtures shall be installed in such a manner as to become permanently affixed to the Premises without prior written consent of the City Manager. All construction, installation and set-up on the Premises shall be completed by the Producer in accordance with all City engineering, building and safety requirements.

(f) Management of the Festivals. The Producer shall provide professional management and operation services including employing a general manager, assistant manager, supervisors, stage production, ticketing, security personnel, and other necessary personnel. The Producer shall further provide for management of the day-to-day functions of the Festivals including operating personnel, the quantity of which shall be based upon attendance levels subject to industry standards. The City and Police Chief shall approve all security plans, and the City may, in its sole discretion, require a ratio of security personnel to Festival attendees in accordance with industry standards.

(g) Maintenance, Supervision and Security of Premises. Except as otherwise set forth below in Section 4 (Obligations of City), the Producer shall be responsible for all custodial and maintenance of the Premises during each Festival, including the provision of all restroom materials and supplies, as well as the supervision and security of the Festival and other areas of the Premises where the Producer is operating and/or providing ancillary activities. The Producer is responsible for the provision of all necessary personnel in connection with the Festival and acknowledges that the City will not be providing personnel for such purposes. In the event the Producer fails to maintain the Premises or otherwise fails to correct any dangerous or unsanitary condition within twenty-four (24) hours after being notified by the City to do so, then City may remedy the condition at the Producer's expense. In the event there is an imminently dangerous condition and Producer is unable to correct it immediately, City may remedy the condition immediately. Producer shall provide for access to the restaurant zone within the Festival perimeter, currently occupied by Ruby's Diner, for all days of the Festival, including the time during its installation and take down. Said access shall include, but not be limited to, Americans with Disabilities Act, pedestrian, non-motorized, delivery and sanitation requirements.

(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 9:00 p.m. on Fridays and Saturdays, and 8:00 p.m. Sunday through Thursday. Building and production loading for the Festival will require 7-10 days prior to and 3 days after Festival operations, subject to City approval, coordination and scheduling. Producer shall have priority as to use of the Premises and shall notify the City of dates selected for the Festival at least twelve (12) months prior to the date of the Festival. The City shall not



schedule any events which may conflict with the approximate timing of the proposed Festival based within said twelve (12) month period.

(i) Condition of Premises. The Producer accepts the Premises in "AS-IS" condition and City shall not be required to make any alterations, improvements or repairs therein or thereon to accommodate use of the Premises by the Producer. The Producer shall not make any permanent changes or alterations to the Premises without City's prior written consent. Any such approved changes or alterations shall be completed at the sole expense of the Producer, unless mutually agreed upon by City and Producer. Upon completion of the Festival, or upon any other termination or expiration of this Agreement, Producer shall remove all materials, equipment, furnishings and other personal property from the Premises and shall restore the Premises to the same condition as existing immediately prior to the change or alteration.

(j) Provision of Public Restrooms. Producer shall provide portable public restrooms for the Festival at Producer's expense in sufficient number to avoid lengthy lines and restroom wait periods.

4. Obligations of City.

(a) Waiver of Special Event Application Fees. City shall waive the Application fees customarily charged to event holders (not including any facility use fee set forth in Section 3(d) above.

(b) Premises. City hereby issues a revocable license to Producer for the nonexclusive use of the physical space depicted in Exhibit "A" for the Festival. City may at any time revoke this license. In the event the City revokes the license, City and Producer shall use best efforts to identify suitable alternate locations in good faith, subject to availability, to relocate the Festival.

(c) Provision of Electrical Power Source by City. City shall provide access to a metered electrical power source, if available, sufficient to accommodate the electrical needs of the live music festival as provided in advance by the Producer. The Producer shall reimburse the City for all electrical charges attributed to such dedicated meter during the term of the Festival.

(d) Provision of Water Source by City. City shall provide access to a water source sufficient to accommodate the water needs of the Festival. The Producer shall reimburse the City for all water charges incurred on the Premises during the term of the Festival.

(e) Access to Restrooms. The City shall provide access to the public restrooms, if available, for use during the Festival. All custodial services and restroom materials and supplies needed during the Festival shall be provided by the Producer.

(f) Cooperation and Promotion by City. City agrees to use its good-faith efforts to cooperate with Producer in the facilitation and promotion of the Festival, including but not limited to the following:



- (i) City will reasonably advertise the Festival on its website, City on-line newsletter and other applicable City brochures and flyers;
- (ii) Upon request, City will provide the Producer with a letter confirming official support of the Festival; and
- (iii) City will provide a staff liaison to advise and coordinate with the Producer regarding certain Festival requirements such as completion of the Application, procurement of applicable insurance (including the opportunity to purchase City-sponsored coverage to the extent of its continued availability), promotional activities, satisfaction of applicable City permit requirements, and facilitation with other City departments to discuss programmatic issues.
- (iv) City will allow use of 3 banner placements and other city-owned promotional assets to Producer for a two week period at no charge.
- (v) The City shall provide Police and Fire Department support and additional municipal services as needed to the Festival based upon a 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 seventy two thousand (\$72,000) dollars per year, or for every two festivals. Any municipal services provided by City in excess of seventy two thousand (\$72,000) dollars per year will not be entitled to reimbursement from Producer. City and Producer shall negotiate in good faith to determine the necessary municipal services required for future Festivals and the commensurate reimbursement to City for said municipal support. If the term of the agreement is extended, the seventy two thousand (\$72,000) dollar municipal services reimbursement maximum will be increased by 5% each additional year of Festival Production.
- (vi) City will use best efforts to avoid the scheduling of comparable music special events two weeks prior and two weeks after the Festivals.

5. Permits and Licenses. The Producer shall, at their own expense, procure and keep in force, with respect to any annual Festival, all necessary permits and licenses from all government agencies having jurisdiction over the Festival.

6. Taxes. The Producer will be obligated to pay all federal, state and local taxes arising from the services provided under this Agreement.

7. Subcontractors. City acknowledges that the Producer will subcontract with other entities to perform certain services with respect to the Festival. The Producer shall cause all



subcontractors to comply with federal, state, and local laws, statutes, ordinances, rules and regulations with respect to the services provide in conjunction with this Agreement.

8. Indemnification.

(a) By Producer. To the fullest extent permitted by law, the Producer shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law or equity or both), proceedings, liabilities, losses, damages, expenses or costs (including without limitation attorneys' fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise directly or indirectly, out of (i) the use or possession of the Premises by the Producer or any of its directors, officers, employees, contractors, vendors, consultants or volunteers, (ii) the Producer's planning, coordination, management, supervision or performance of any Festival in conjunction with this Agreement, (iii) any other willful, reckless or negligent act or omission of the Producer or any of its directors, officers, employees, contractors, vendors, consultants or volunteers, or (iv) the Producer's failure to comply with any law, excepting, however, any claims, demands, causes of action, lawsuits (whether at law or equity or both), proceedings, liabilities, losses, damages, expenses or costs caused by the sole negligent acts or willful misconduct of the City. This indemnity provision shall survive the termination of this Agreement.

(b) By City. To the fullest extent permitted by law, City shall indemnify, defend and hold harmless Producer and its directors, officers, agents, members, managers and employees from and against any and all claims, demands, causes of action, lawsuits (whether at law or equity or both), proceedings, liabilities, losses, damages, expenses costs (including without limitation attorney's fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise directly or indirectly, out of the sole negligent act or willful misconduct of the City or any of its officers, employees, elected and appointed officials and volunteers.

9. Insurance.

(a) The Producer shall maintain, at a minimum, Commercial Liability with minimum requirement of One Million and No/ 100 Dollars (\$1,000,000) combined single limit Bodily Injury and Property Damage per Occurrence and Commercial Excess Liability Insurance in the amount of Five Million and No/100ths Dollars (\$5,000,000). Furthermore, the Producer will be responsible for the preparation of the text for signage for operating procedures, rules and regulations of the Festival and liability limitation issues.

10. Termination. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement without any further obligations if the other party breaches any provision of this Agreement and thereafter fails to cure such breach within the thirty (30) day period following such notice; provided, however, that if the default cannot reasonably be cured with the thirty (30) days, the breaching party shall not be in default of this Agreement if it commences to cure the default within the thirty (30) day period and diligently and in good faith



continues with and actually completes said cure within a reasonable amount of time, but in no event longer than ninety (90) days or until seven (7) days prior to the commencement of the Festival (whichever occurs first). Notwithstanding the foregoing, the City may cancel the Festival(s) upon 30 day written notice to the Producer in the event of any circumstance that, the City Council determines continuation of the Festival(s) would create a serious imminent danger to public health, safety and welfare. In the event of any cancellation in accordance with the preceding sentence, the City agrees to use its reasonable best efforts to identify another generally equivalent venue space for the Festival(s) as described above that mitigates the serious imminent danger to public health, safety and welfare and would be provided to the Producer at no additional Facility Use Fee, subject to availability.

11. Assignment. The Producer shall not assign, transfer, and convey (collectively "Assign") any or all of its rights under this Agreement without first obtaining City's written consent, which consent may be withheld in the sole and absolute discretion of City. In the event that Producer shall attempt to assign any or all of its rights under this Agreement without first obtaining such consent, City may, in its direction, immediately terminate this Agreement and all rights and interest of Producer therein shall cease and terminate. Any purported assignment without the consent of City is null and void.

12. Independent Contractor. The Producer acknowledges, represents and warrants that it is not a joint venture or partner of city, but rather is an independent contractor. City shall not be responsible for payment of any salaries, wages or compensation to the employees, contractors, vendors or volunteers of the Producer.

13. Compliance with Laws. The Producer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation environmental laws and employment discrimination laws.

14. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter thereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by subsequent written instrument executed by both parties, approved as to form by the City Attorney and approved by the City Council.

15. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties.

16. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles or conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

17. Attorneys' Fees. In the event either party to this Agreement brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to



reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

18. Claims. Any claim by the Producer against City hereunder shall be subject to Government Code §§880 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after the accrual of the cause of action.

19. Interpretation. The Producer acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

20. Severability. Any provision of this Agreement to be found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

21. Waiver. The waiver by either party of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

22. Discrimination. The Producer shall not discriminate against any person on the basis of race, religion, color, sex, age, national origin, or physical handicap. The Producer shall make the Festival available on an equal basis to all interested individuals and organizations.

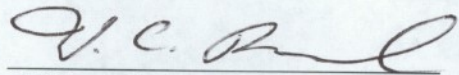
23. Further Agreements. It is the mutual desire and intent of the parties hereto to ensure that the Festival envisioned herein actually occurs because of the public benefits to the City and the community. Each party therefore agrees to negotiate in good faith in the event that any unforeseen issues or circumstances arise not anticipated at the time of this Agreement in order to ensure that the purposes of this agreement are fulfilled. Any changes to this Agreement shall be agreed to by the City and Producer and approved by the City Council.

SIGNATURES ON THE FOLLOWING PAGE



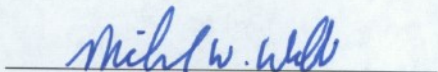
IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California as of this day, December 19, 2017.

CITY OF REDONDO BEACH



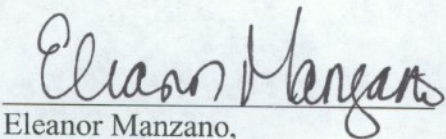
William C. Brand,
Mayor

Approved as to Form:



Michael W. Webb,
City Attorney

ATTEST:



Eleanor Manzano,
City Clerk

Sanford Ventures, LLC
A Limited Liability Company

By: 
Allen Sanford, Manager



Exhibit A
Site Plan







SANFO-1

OP ID: TS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2018

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 RPA Insurance Services - CA 8 Wood Hollow Rd., Suite 301 Parsippany, NJ 07054 Zieco Ins Sales - New		CONTACT NAME: Zieco Ins Sales - New PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: US Liability Insurance Co	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Sanford Ventures, Inc. PO Box 809 Hermosa Beach, CA 90254	NAIC #
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COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		MGL018F94H2	02/20/2018	02/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			MGL018F94H2	02/20/2018	02/21/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Redondo Beach, its agents, officers and employees are included as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach, its agents, officers and employees 415 Diamond St. 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