# CITY OF REDONDO BEACH WATERSPORT INSTRUCTION AND EQUIPMENT RENTAL TEMPORARY USE PERMIT



Section 1: Permittee Information			
Permittee Name:			
Business Name:			
Business Address:			
Mailing Address:			
Daytime Phone Number: Email:			
Section 2: Permit Term			
Proposed Permit Start Date:			
Proposed Permit End Date:			
Section 3: Operation Summary			
Proposed Launch Location:			
Estimate of Boards/Equipment Per Hour/Day:			
Days/Hours of Operation:			
Sales Location: ☐ On-Site ☐ Online ☐ Both			
Section 4: Required Documentation Checklist Required Attachments. See page 2 for details.			
□ Letter of Transmittal			
□ Operation Team summary			
□ Business Plan			
☐ Emergency Response Plan			
☐ Client Training/Safety Plan			
☐ References			
☐ Certificate of Insurance			
☐ Acknowledgement (See Page 6)			

## CITY OF REDONDO BEACH WATERSPORT INSTRUCTION AND EQUIPMENT RENTAL TEMPORARY USE PERMIT REQUIREMENTS



A Watersport Instruction and Equipment Rental Temporary Use Permit must be filled out and submitted via hard copy or electronically (in PDF form) to the Waterfront and Economic Development Department of the City Redondo Beach and must include the following:

- 1. Letter of Transmittal Include a short introduction of the proposed Operation.
- 2. Operation Team Provide a brief summary of the personnel involved in the Operation. Designate the principal in charge and other key personnel stating the specific role of each. Provide a description of the overall history and experience of the Team with similar operations and the qualifications of each Team member.
- 3. <u>Business Plan</u> Provide a comprehensive plan of how the Operation is envisioned to operate within King Harbor, including the proposed location of launch, rental and instruction. The Business Plan should detail the number of paddleboards or other equipment that will be made available for rent per rental block (hourly, half-day, and/or full day). The Business Plan should also provide information on equipment delivery, loading and unloading, and the staging/storage of equipment on-site. In addition, the Business Plan should outline how clients will be scheduled and the staffing that will be on-hand during those periods.
- 4. <u>Emergency Response Plan</u> Provide a detailed plan of procedures, methods and apparatus to respond to accidents that may occur.
- 5. <u>Client Training/Safety Plan Provide a plan for client training specific to each lesson location, detailing precautions taken to ensure safe instruction and interaction with other users. Safety elements include:</u>
  - a) Ensure instructors are experienced in SUP operations. On water Instructor to new student ratio not to exceed 1:5.
  - b) Signed agreement on file by clients agreeing to comply with the rules posted in King Harbor for operation of watercraft, including but not limited to:
    - i. No swimming in the Harbor;
    - ii. Safe distances from marine mammals;
    - iii. Rules of the road for marine navigation including an statement that boats cannot stop and have limited maneuverability;
    - iv. And a copy of the "safe" areas to paddle and the areas to avoid.
  - c) Rental equipment will be marked with the commercial operator's identification to aid in enforcement of Harbor safety.
- 6. <u>References</u> Provide three references who can comment on the past performance of the Operator and key staff. Indicate reference name, address, telephone number, project(s), and firm or individual(s) associated with the project(s).
- 7. <u>Permit Fee</u> Provide acknowledgement and acceptance of the Permit Fee for the use of City land and water area within King Harbor. The Permit Fee for the Operation will be one thousand dollars (\$1,000.00) per month, due to be paid fully in advance upon Permit approval.

<u>Certificate of Insurance</u> – See attached Insurance Requirements for Standup Paddleboard (SUP) Instructors.

### INSURANCE REQUIREMENTS FOR STAND UP PADDLEBOARD (SUP) INSTRUCTION AND EQUIPMENT RENTAL

Without limiting Permittee's indemnification obligations under this Agreement, Permittee shall procure and maintain for the duration of the permit, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the instruction and/or equipment rental hereunder by the Permittee, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Operator shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Operator shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of the instruction and/or equipment rental by the Operator. General liability coverage can be provided in the form of an endorsement to the Operator's insurance.

For any claims related to instruction and/or equipment rental, the Operator's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Operator's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

The maintenance of proper insurance coverage is a material element of the permit and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach on the Operator's part.

#### Acceptability of Insurers

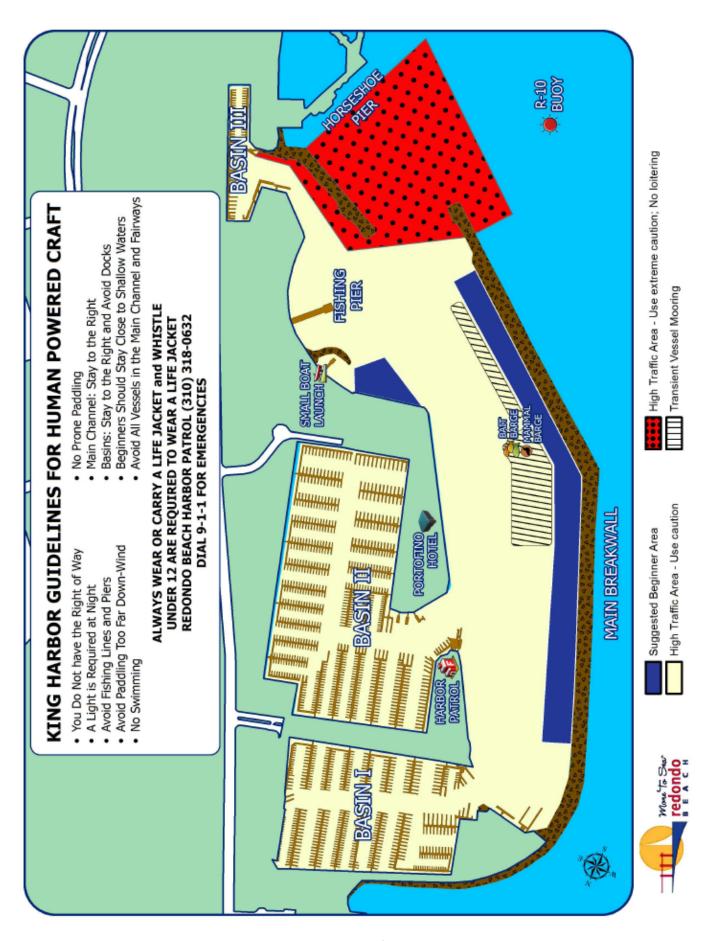
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

#### Verification of Coverage

Operator shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the permit is granted. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### Risk Management

Operator acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



#### CITY OF REDONDO BEACH WATERSPORT INSTRUCTION AND EQUIPMENT RENTAL TEMPORARY USE PERMIT



#### Acknowledgment

Permittee(s) Name: \_

I have read and understand the Temporary Use Permit Requirements contained herein and I accept all the requirements and agree to be bound by them.

I have read and understand that the Temporary Use Permit is for the term approved by the City as noted below and that termination of the Permit will be made at the sole discretion of the City at any time.

I certify that I am qualified and will abide by all the requirements and conditions set forth in this Temporary Use Permit and all reasonable conditions which may be imposed by the City of Redondo Beach in the issuance of this Temporary Use Permit.

I understand the monthly Permit fee for the Temporary Use Permit shall be due in advance and shall cover the full Term of this Temporary Use Permit.

I have read, understand, accept and agree to the following indemnification provision:

The Permittee shall defend, indemnity and hold harmless the City, its officials, officers, agents, employees, successors and assigns from and against any and all injuries, liability, demands, claims, loss, liens, costs and expenses, including attorney fees, of whatsoever kind or nature, sanctions, awards, damages, judgments, arising from or related to or in any way connected with: 1) the use and/or occupancy of the public right-of-way, easement or property that is the subject of this permit; 2) any act or omission on the part of Permittee or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees, and invitees; 3) any work or act done, on or about the public right-of-way, easement or property that is the subject of this permit or any part thereof by the Permittee, its agents, contractors, subcontractors, servants, employees, licensees or invitees; 4) any accident, injury damage to any person or property occurring in, on or about the public right-of-way, easement or property that is the subject of this Permit or any part thereof; 5) any failure on the part of Permittee to perform or comply with any of the covenants, terms, provisions, conditions or limitations contained in this Permit on its part to be performed or complied with.

Permittee's Signature:	Date:	Date:	
For Office Use Only:			
Approved By:			
Name	Signature Approved Hours of Opera	Date ation:	
Amount Paid:		Approved Location of Operation:	
Date Paid:			
Permit Issue Date:	_ Business License No.:	Business License No.:	
Permit End Date:			