

LOCATION AGREEMENT

This Location Agreement (“**Agreement**”) is made and entered into as of May 2, 2019 (the “**Effective Date**”), by and between the City of Hermosa Beach (“**Owner**”) and Bob Bain Productions, Inc. (“**Producer**”).

WITNESSETH:

WHEREAS, Owner is the owner of the beach premises and facilities just south of the Hermosa Beach Pier, which are more fully described in the City of Hermosa Beach Special Event Application Rules and Regulations attached to this Agreement as **Exhibit A** (the “**Application**”), and incorporated herein by this reference, including the grounds and all buildings and other structures located thereon, and all related equipment, together with access to and egress from said property (the “**Property**”);

WHEREAS, Owner has the power and authority to grant the use of the Property for the purpose of holding and presenting certain events;

WHEREAS, Producer desires to use the Property, and Owner desires to grant the use thereof to Producer, for the purpose of holding and presenting the 2019 Teen Choice Awards (the “**Show**”), which shall be taped live from the Property on August 11, 2019, and is intended for initial exhibition on Fox Broadcasting Company, LLC (“**FOX**”), and a related pre-show music festival and dance party to be held on the Property on the day of the Show, utilizing the same stage as the Show (the “**Festival**”) (the Show, the Festival, any pre-Show and post-Show parties and events and any related programming are collectively referred to herein as the “**Event**”), in accordance with the terms and conditions of this Agreement;

WHEREAS, Owner has confirmed to Producer in Owner’s letter dated March 25, 2019, and its Special Event Permit dated as of May 23, 2019, attached to this Agreement as **Exhibit B** (the “**Approval Letter**”), and incorporated herein by this reference, that all required approvals from Owner with respect to the Event have been obtained by Producer, and no other approvals of Owner are required in connection with the Rights (as defined below) granted hereunder. In the event of a conflict between the terms of this Agreement and those of any Exhibit, the terms of this Agreement shall control.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Rights.** Owner hereby grants to Producer, FOX, and their parents, affiliates, subsidiaries, licensees, agents, representatives, officers, directors, employees, contractors, vendors, suppliers, successors and assigns the exclusive right during the Term (as defined below) to enter upon and utilize the Property, its contents and the appurtenance for the purposes of holding, staging, producing, photographing, filming, videotaping and recording (including, without limitation, sound recording) and offering for sale to the public and otherwise distributing and offering food, beverages and merchandise in connection with the Event, as applicable (with all methods of such, food, beverage and merchandise sales and distribution of such, food, beverages and merchandise being conducted, and any revenues therefrom being retained, solely by Producer and its designees), and in connection with any advertising, promotion, marketing, publicity, or other material relating to the Event, and to bring onto the Property such personnel, materials, vehicles and equipment, erect and construct sets, staging, lighting and props, store such materials, conduct activities upon and photograph, film, videotape and record (including, without limitation, sound recording) the Property as Producer deems necessary in connection with the production, advertising, promotion, marketing, and publicity

in connection with the Event and/or any related programming (the “**Rights**”). Producer and its designees also shall have the exclusive right to sell sponsorships and/or advertising for and in connection with the Event in Producer’s sole discretion, which may include without limitation signage, branding, and giveaways and the like on the Property during the Term (as defined below), subject to the restrictions, if any, set forth in the Special Event Permit. In connection with Producer’s exercise of the Rights hereunder, Producer shall not remove or change any signs, displays, interiors, exteriors or Owner-owned improvements and the like appearing on the Property without Owner’s prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Producer may, but need not include any and all signs displays, exteriors, and the like appearing on the Property and any names, marks, designs and logos of Owner or otherwise visible on the Property, including without limitation the image of the Property itself, the Property’s name and/or logo and Owner’s name and/or logo (collectively, the “**Owner’s Marks**”) in the photographs, film, videotape and recordings of the Event and in connection with the production, advertising, promotion, marketing, and publicity in connection with the Event and/or any related programming. Without in any way limiting the foregoing, Owner grants Producer the right, without limitation, to recreate at any time the look and feel of the Property, including all buildings, landscaping, fixtures, furnishings, artwork and other features thereon, including without limitation Owner’s Marks, in connection with any material (including without limitation advertising, promotion, marketing and publicity) relating to the Event. Without in any way limiting the foregoing, Producer may refrain from doing any or all of the foregoing in its sole discretion. The Event shall be free to the public and no tickets will be sold or required to attend the Event.

2. Utilities, Parking and Support Personnel. During the Term, Owner shall provide Producer with parking facilities as described in the Special Event Permit and access to and egress from such facilities as are required by Producer in connection with the Event, and such utilities as are required by Producer in connection with the Event, all in accordance with the Application, and as otherwise mutually agreed between the parties hereto. Any Owner resources including without limitation support personnel requested by Producer will be provided by Owner as mutually agreed between the parties hereto, including Owner staff time for the planning and implementation of the Event. The reasonable out of pocket costs of these resources and Owner staff time are to be reimbursed by the Producer, subject to Producer’s prior written approval of such costs. The Owner will not schedule or dedicate resources or Owner staff without mutually agreeing upon this scheduling and the total reimbursable cost with the Producer. If additional resources are determined to be required above what can be provided by the Owner, the Producer will secure and compensate these resources at its own cost.
3. Term. The term hereof (the “**Term**”) shall commence on August 5, 2019, and shall continue through and including August 12, 2019, unless modified by mutual agreement of the parties in writing. Producer personnel may, prior to the commencement of the Term, enter, visit, photograph or otherwise inspect the Property to plan and set up for production without additional charge. The Term shall be subject to modification upon mutual agreement of the parties due to weather conditions or other force majeure event(s). Producer will have the right to use the Property for additional filming as may be necessary following the Term, and payment will be made pro rata in accordance with the Fees (as defined below).
4. Fees. As compensation for the use by Producer of the Property during the Term and in full consideration for all rights granted by Owner hereunder, Producer shall pay Owner the fees set forth in the Application (the “**Fees**”), and any other costs Producer preapproves in writing consistent with

the terms hereof For purposes of clarity, Owner shall not be entitled to participate in any revenue derived from the Event, whether from, food, beverage or merchandise sales, sponsorships and/or advertising, or any other revenues of Producer derived from or in connection with the Event.

5. Representations, Warranties and Indemnity of Owner. Owner represents and warrants that (a) Owner has the right and authority to make and enter into this Agreement and to grant Producer the rights set forth herein; (b) the consent or permission of no other person or entity is necessary; (c) Owner shall take no action, nor allow or authorize any third party to take any action which might interfere with Producer's authorized use of the Property; and (d) the Property is maintained in compliance with all applicable laws and regulations. Owner further represents and warrants that it has general liability insurance coverage through Independent Cities Risk Management Authority (ICRMA), a self-insurance pooling Authority. Coverage is in accordance with the terms and provisions of the ICRMA Liability Protection Program. The coverage afforded is subject to all the terms, exclusions, and conditions of the Liability Memorandum of Coverage of the ICRMA.
6. Owner shall indemnify, defend and hold harmless Producer, FOX, their parents, affiliates, subsidiaries, licensees, agents, representatives, officers, directors, employees, contractors, vendors, suppliers, successors and assigns from any breach of the foregoing representations and warranties. These indemnity obligations shall survive termination or expiration of this Agreement.
7. Condition of Premises After Use. Producer agrees to leave the Property in substantially the same condition as when received by Producer, excepting reasonable wear and tear. If Owner claims that Producer is responsible for any damage to the Property, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.
8. Producer's Ownership of Photography and Recordings; Limitations on Owner's Remedies. Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film, videotape and recordings of the Property and any and all buildings, structures, equipment, furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity, solely in connection with the Event and any advertising, promotion, marketing, publicity, or other material relating to the Event. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film, videotape and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer and its licensees, successors and assigns in perpetuity, including, without limitation, the right to use and reuse all such photographs, film, videotape and recordings. Neither Owner, nor any tenant, nor any other party having an interest in the Property, shall have any claim or right of action against Producer or any other party arising out of any use of the photographs, film, videotape and/or recordings hereunder. Without in any way limiting the foregoing, Producer may refrain from doing any or all of the foregoing, including without limitation, exhibiting the Event, in its sole discretion. Producer shall use good faith efforts to encourage FOX to consider in good faith providing Owner upon request a reasonable number of digital copies of photographs of the Event, but in no event will Producer or FOX be obligated to provide any such photographs. If FOX elects to approve such Owner request, Owner will abide by the terms and conditions set forth in a separate written agreement.

9. Producer Free to License. Owner agrees that Producer may license, assign and otherwise transfer this Agreement and all rights granted by Owner to Producer under this Agreement to any person or entity; provided, however, that upon any such assignment by Producer, Producer shall remain secondarily liable for its obligations under the Agreement unless such assignment is to: (a) a so-called "major" or "mini-major" (as customarily understood in the motion picture industry) motion picture company or to a U.S. free or pay television network or other financially responsible party which assumes in writing all of Producer's obligations under this Agreement; (b) an entity into which Producer merges or is consolidated; (c) an entity which acquires all or substantially all of Producer's business and assets; or (d) a person or entity which is controlled by, under common control with, or controls Producer; in which event Producer shall be relieved of its obligations hereunder.
10. Termination. Producer shall have the right to cancel this Agreement at any time prior to the Show. Upon Producer's cancellation of this Agreement, neither Producer nor Owner shall have any obligations whatsoever under this Agreement. Any and all sums previously paid by Producer for services rendered or application or permit fees pursuant to this Agreement shall be nonrefundable. In the event Owner fails to perform or observe any of the conditions or obligations in this Agreement, Producer shall provide Owner with written notice specifying the failure with particularity, and Owner shall have two (2) business days from its receipt of such notice to cure such failure, provided that in the event such failure occurs on or after August 9, 2019, and prevents Producer from producing all or any portion of the Event, Producer shall have the option to immediately terminate this Agreement with no further obligation to Owner, and Owner shall refund all payments previously made to it by Producer.
11. Limitation of Liability. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance. Owner's sole remedy for breach of this Agreement by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive relief.
12. Insurance. Producer shall obtain and maintain in force for the duration of this Agreement a policy of commercial general liability and property damage insurance, insuring Owner its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Producer's actions and performance under this Agreement, whether or not done by Producer or anyone directly or indirectly employed by Producer. Such insurance shall have a combined single limit of not less than \$2,000,000. Owner, its elected and appointed officers, agents, and employees shall be named as additional insureds on the policy. Producer shall furnish Owner, prior to the execution of this Agreement, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give Owner at least 10 days prior written notice of the cancellation during the term of the Agreement. All required insurance policies are subject to approval of the City Attorney. Failure on the part of Producer to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement; in such event Owner may pay any premiums therefor

at Producer's expense. Producer shall also carry Worker's Compensation Insurance for all Producer's employees to the extent required by the State of California.

13. Indemnity. Owner and Producer shall indemnify, protect, defend and hold harmless one another, and their officers, employees and agents, from and against any and all losses, liabilities, damages, costs and expenses, including reasonable outside attorney's fees and costs which arise out of, pertain to, or relate to the indemnifying party's negligent or wrongful performance of its obligations under this Agreement, provided such claims are not caused by negligence or misconduct of the other party.

These indemnity obligations shall survive termination or expiration of this Agreement.

14. Notices. All notices hereunder shall be deemed duly given if (i) personally delivered with a signed receipt evidencing such delivery, (ii) mailed by certified mail, return receipt requested, postage prepaid, or (iii) delivered by duly recognized overnight courier, with confirmation to the following addresses:

Owner: City of Hermosa Beach
Community Resources Department
710 Pier Avenue
Hermosa Beach, CA 90254

Producer: Bob Bain Productions, Inc.
c/o Hutson Company, Inc.
2211 Corinth Avenue, #300
Los Angeles, CA 90064
Attn: Adam Hutson

15. Press Releases. Owner agrees not to issue any press, press releases or other public statements, including but not limited to, speaking to the press about the Event or Owner's involvement in the Event, or posting statements, comments, and/or pictures on any social networking website (or any other website, service, platform, program, or application) about the Event, without Producer's and FOX's prior written permission. Owner agrees not to use Producer's or FOX's name, logos, trademarks or other proprietary marks in any manner without their prior written approval.
16. Miscellaneous. This Agreement is binding upon and inures to the benefit of the heirs, executors, administrators, representatives, successors and assigns of the parties hereto. This Agreement, and all Exhibits incorporated herein, is the entire agreement between the parties hereto with respect to its subject matter and may be amended only by a written instrument signed by all of the parties. If any part of this Agreement is declared invalid or unenforceable by a court of law, such invalidity or unenforceability shall not affect the remainder of this Agreement. No failure to enforce any term of, or to exercise any right under this Agreement shall constitute a waiver of any such right or any subsequent breach thereof. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties. This Agreement may be executed in counterparts and as so executed shall constitute one agreement, and each counterpart shall be deemed to be an original, binding on all parties hereto. A facsimile signature, scanned signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. This Agreement shall be construed in

accordance with and is governed by the laws of the State of California, relating to contracts made and fully performed therein, without reference to choice of laws provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

AGREED TO AND ACCEPTED BY:

OWNER

Mayor

Date

City Manager

Date

ATTEST

City Clerk

Date

APPROVED AS TO FORM

City Attorney

Date

PRODUCER

Bob Bain Productions, Inc.

Date



City of Hermosa Beach Special Event Application Rules and Regulations

Applications and other required documents must be submitted to:

City of Hermosa Beach Community Resources Department

710 Pier Avenue, Hermosa Beach, CA 90254

Office Phone: 310.318.0280 • Email: hbconnect@hermosabch.org • Fax: 310.372.4333

Please refer to the Special Event Policy Guide on the City website for a complete listing of all policies and procedures related to special events in the City of Hermosa Beach.

Application, application fee and all required documents **must** be submitted to the Department of Community Resources to be considered.

Please note:

- ✓ ***Applications MUST be completed electronically – handwritten applications will not be accepted.*** (Instructions for completing applications electronically can be found on the City website.)
- ✓ ***ALL sections and pages of the application MUST be completed (or marked N/A) to be eligible for review.*** You will be notified by City staff if your application was not accepted due to it being incomplete.

Approval Process

Event Level	Approval Group	Event Review Schedule
Impact Level I	Approved by Community Resources Staff	As received
Impact Level II	Approved by the Parks, Recreation and Community Resources Advisory Commission	Meets monthly (first Tuesday of each month)
Impact Level III & New Events	Approved by public hearing at the Parks, Recreation and Community Resources Advisory Commission and City Council	Meets monthly (Commission) (first Tuesday of each month)
		Meets bi-monthly (Council) (second and fourth Tuesday of each month)

Multiple Events

If you are applying for multiple event days and ALL characteristics of each day are the SAME (set-up, parking requests, etc.), you are welcome to submit one application and one application fee that includes all dates. Once an event has any details that differ between event dates, you are required to submit a SEPARATE application and application fee for each.

Example: A youth volleyball organization is holding a variety of tournaments, including:

- *May – youth tournament (80 participants, 10 volleyball courts)*
- *June – youth tournament (80 participants, 10 volleyball courts)*
- *July – adult tournament (100 participants, 16 volleyball courts)*

The May and June events will be accepted on one application; the July event is required to be submitted on a separate application outlining that event's details.

YOU MUST SUBMIT THE FOLLOWING: To avoid processing delays of your application, do not leave any sections blank. Indicate items that do not apply with an N/A. Attach additional sheets to the application if more space is required.

☐ **Completed Application (ALL pages – blank pages marked NA)**

☐ **Application Fee**

- Submit non-refundable \$816 application fee (\$544 for nonprofits or \$272 for pass-throughs) payable to the City of Hermosa Beach. ***Applications received without the application fee will not be reviewed and will be returned as incomplete.***

☐ **Site Plan**

- Include location of stages, tents, portable toilets, dumpsters, registration areas, fencing, barricades, bleachers, generators and all other items for your event. Facilities, equipment placement, parking needs, ingress and egress routes and street closure requests must also be included. The City may require a certified Traffic Control Plan (TCP) should your event be approved. Please note that completion of the Beach Usage Map (p. 14) does not qualify as a site plan.


☐ **Proof of Non-Profit Status** Pending status does not qualify. Non-profit organizations must apply under their own name and not borrow the non-profit status of another entity.

☐ **Non-Profit Designation Letter**

☐ **Current Copy of Form 990**

AGREEMENT AND SIGNATURE:

I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.



Signature of Applicant

1/28/19

Date

POTENTIAL POLICY UPDATES FOR 2019

Please note that as part of the Parks, Recreation and Community Resources Advisory Commission's ongoing efforts to streamline and strengthen the effectiveness of the Special Event Policy, the following high-priority topics will be under review by the Commission and Council, which may result in policy changes for 2019, including, but not limited to:

- Review and Approval Procedures
- Fee Waiver Policy and Procedures
- Accessibility Requirements

Please be mindful of these potential changes. Staff will keep all approved event producers updated.



City of Hermosa Beach
Community Resources Department

PERMIT NUMBER:

EVENT DATE:

DATE STAMP

STAFF
INITIALS

COMMERCIAL AND NON-PROFIT SPECIAL EVENT PERMIT APPLICATION

710 Pier Avenue • Hermosa Beach, CA 90254 • 310.318.0280 • Fax: 310.372.4333

- **\$816 Non-Refundable Application FEE** required with application.
- **\$544 Non-Refundable Application FEE**, for **VERIFIABLE non-profits** (SEE INSTRUCTIONS)

ORGANIZATION & EVENT INFORMATION

EVENT TITLE: 2019 TEEN CHOICE AWARDS (LIVE ON FOX!)

Applicant Name: ROBERT BAIN

Birthdate: 05/31/1953

Organization Name: BOB BAIN PRODUCTIONS, INC.

Non-Profit? ☒ No ☐ Yes Non-Profit I.D. or Tax Exempt #: _____

If non-profit, please describe who will benefit from funds raised from your event:

Address: 707 NORTH DOUGLAS

EL SEGUNDO

City

CA

State

90245

Zip

Phone: 424-371-9933

Cell: 310-569-1237

Email Address: BOBBAINPRODUCTIONS@GMAIL.COM

Fax: _____

****1st** CHOICE EVENT DATE(S):

Set-Up Date(s): TUESDAY, SEPTEMBER 2 - SATURDAY, SEPTEMBER 7, 2019

Event Date(s): SUNDAY, SEPTEMBER 8, 2019

Clean-Up Date(s): SUNDAY 9/8 (pm) & MONDAY 9/9/19

If applicable, please provide a brief explanation detailing a necessity for holding your event during the date(s) listed above:

****2nd** CHOICE EVENT DATE(S):

Set-Up Date(s): _____

Event Date(s): _____

Clean-Up Date(s): _____

If applicable, please provide a brief explanation detailing a necessity for holding your event during the date(s) listed above:

****PLEASE NOTE: Date choice is not guaranteed until final calendar has been determined by City staff.**

Please describe your organization's experience producing similar events to the one described on this application:

BOB BAIN PRODUCTIONS, INC. HAS PROVIDED THE TEEN CHOICE AWARDS FOR PRIMETIME BROADCAST ON FOX NETWORK SINCE 1999 (21 YEARS)

Please describe you and/or your organization's affiliation with the City of Hermosa Beach:

I AM A 40 YEAR RESIDENT OF MANHATTAN BEACH AND A LOCAL BUSINESS OWNER OF THE SOUTHBAY

REQUIRED: CONTACT PERSON ON THE DAY OF THE EVENT:

Name: BOB BAIN

Cell: 310-569-1237

PRE-EVENT CONTACT PERSON'S INFORMATION (IF DIFFERENT FROM CONTACT INFORMATION ON PREVIOUS PAGE)

Name: STACEY THOMAS-MUIR

Birthdate: 01-27-1975

Address: 132 35TH PLACE

HERMOSA BEACH

City

CA

State

90254

Zip

Phone: 310-344-9028

Cell: 310-344-9028

Email Address: STACEYTHOMAS@ME.COM

Fax :

Please describe your personal experience producing similar events:

20 YEARS EXPERIENCE PRODUCING LIVE TELEVISION EVENTS FROM MTV MUSIC AWARDS, GRAMMY'S LIVE RED CARPETS, DANCING WITH THE STARS AND TEEN CHOICE AWARDS PLUS NUMEROUS LARGE SCALE TAPED SHOWS

EVENT INFORMATION

Is this a NEW or RETURNING special event to Hermosa Beach? ☒ NEW ☐ RETURNING

-If this is a returning event, please indicate the number of years held in Hermosa Beach: _____

Please indicate your event level (please mark all that apply)

☐ Local

☐ Regional

☒ National

☐ Championship

☐ Qualifier

Event Type (please select all that apply):

☐ Race (run, walk, bike, etc.)

☐ Tournament Type: _____

☐ Parade

☐ Pass-Through

☐ Street Fair/Festival

☐ Fundraiser Benefitting: _____

☐ Concert

☐ Swim Event

☒ Other TELEVISED TEEN MUSIC FESTIVAL/ AWARDS SHOW

PLEASE COMPLETE A DAILY BREAKDOWN OF EVENT-RELATED ACTIVITIES. PLEASE USE MULTIPLE LINES TO DISTINGUISH BETWEEN DIFFERENT DAILY ACTIVITIES. PLEASE ATTACH ADDITIONAL SHEETS, IF NECESSARY.

Date(s)	Daily Activity			Start Time	End Time
9/2 - 9/5	<input checked="" type="checkbox"/> Load-in/set-up	<input type="checkbox"/> Event day	<input type="checkbox"/> Load-out/Clean-up	6am	10pm
9/6/19	<input checked="" type="checkbox"/> Load-in/set-up	<input type="checkbox"/> Event day	<input type="checkbox"/> Load-out/Clean-up	6am	12am
9/7/19 Rehearsals	<input checked="" type="checkbox"/> Load-in/set-up	<input type="checkbox"/> Event day	<input type="checkbox"/> Load-out/Clean-up	7am	12am
9/8/19	<input type="checkbox"/> Load-in/set-up	<input checked="" type="checkbox"/> Event day	<input type="checkbox"/> Load-out/Clean-up	7am	12am
9/9/19	Load out/ Clean up			8am	8pm

Event Location: HERMOSA BEACH, SAND: SOUTH SIDE OF THE HERMOSA PIER (see attached layout)

If your event is on the beach, do you plan to remove any volleyball or beach tennis courts? ☐ YES ☐ NO
If YES, please indicate which courts will be removed on the Beach Usage Map (p. 14)

Estimated # of Participants: Cast & Crew est: 350 Age of Participants: Crew: 20yrs+ Cast: 15yrs+

Estimated # of Spectators (daily): Audience of 5000 (9/8 only) Total Estimated Attendance: 5350 on show day 9/8

Marketing & Advertisement Plan

Please list how you plan to advertise & promote your event for **participants**:

ADVERTISING AND PROMOTION WILL BE HANDLED VIA THE NETWORK (FOX) CLOSER TO THE EVENT DATE

Please list how you plan to advertise & promote your event for **spectators**:

ADVERTISING AND PROMOTION WILL BE HANDLED VIA THE NETWORK (FOX) CLOSER TO THE EVENT DATE

Overall Event Description - Briefly explain event and activities:

THE TEEN CHOICE AWARDS AND MUSIC FEST IS A BRAND DESIGNED FOR TEENAGERS. A MUSIC CONCERT SHOWCASING TEENS FAVORITE BANDS COMBINED WITH AN AWARDS SHOW HONORING TEENS CHOSEN STARS IN ENTERTAINMENT.

Street Closure Information – For Parades, Races, Walk/Runs, etc. taking place on City streets.

Names of Streets to be closed *(please include additional sheets if necessary)*:

<u> </u>	between <u> </u>	and <u> </u>	<u> </u> am/pm	to <u> </u>	<u> </u> am/pm
<u> </u>	between <u> </u>	and <u> </u>	<u> </u> am/pm	to <u> </u>	<u> </u> am/pm
<u> </u>	between <u> </u>	and <u> </u>	<u> </u> am/pm	to <u> </u>	<u> </u> am/pm
<u> </u>	between <u> </u>	and <u> </u>	<u> </u> am/pm	to <u> </u>	<u> </u> am/pm
<u> </u>	between <u> </u>	and <u> </u>	<u> </u> am/pm	to <u> </u>	<u> </u> am/pm

Description of Event Route *(official map must be submitted with application)*

*At this time, we are not looking to close any streets but will work with the City of Hermosa Beach for approved times for semi deliveries and will permit/ close streets if the city deems necessary.

Semi deliveries will come west down 190th/ Herondo, make right on Hermosa Ave and a left down 11th to Lot A or to unload items to be forked to the sand.

Assembly Area/Event Start: 9/2/19

Disbanding Area/Event End: 9/9/19

Sponsors

List **ALL** proposed/anticipated Co-Sponsors. Each Co-sponsor is a \$260 each and must be approved by the Community Resources Department. Co-sponsors may sample only, not sell.

We do not have any sponsors at this time.

Parking (\$1.25 per hour or \$30 per space per day)

Will you need reserved parking spaces?

☒ Yes☐ NoIf YES, please list requested parking times for each day of request *(attach additional sheets if necessary)*:

# of Spaces	<u>10</u>	Date	<u>9/2/19 - 9/7/19</u>	from	<u>6am</u>	to	<u>12am</u>
# of Spaces	<u>20</u>	Date	<u>9/8/19</u>	from	<u>6am</u>	to	<u>12am</u>
# of Spaces	<u>10</u>	Date	<u>9/9/19</u>	from	<u>6am</u>	to	<u>8pm</u>

Will official event merchandise be sold at the event *(Business License required)*?☐ Yes☒ No

Does your event involve the sale or consumption of alcoholic beverages?

☐ Yes☒ No*Alcohol is prohibited on the beach per HBMC 12.26.300*

Will the event have amplified sound?

☒ Yes☐ No*-If YES, please describe (live music, PA, number and size of speakers, microphone, bullhorn, etc):*

Multiple Bands will be performing for this event. We will have amplified music as well as people speaking through microphones. Speaker system will consist of speaker clusters on the main stage truss as well as on truss towers throughout the event space.

Is this a fundraising event?

☐ Yes☒ No*-If YES, please describe the fundraising activities:*

Will there be any fenced areas?

☒ Yes☐ No*-If YES, please describe:*

Fencing around production/ truck compound, currently looking at Lot A.

Fencing around back stage for talent security

Fencing or barricade around perimeter of event on the beach

Will there be construction of stages or structures, including any tents or awnings?

☒ Yes☐ No*-If YES, please describe:*

Performance stage and back stage area will be constructed with steel deck and truss

20'x20' talent tent backstage on beach

20'x30' catering/ production tent in Lot A

What is your clean-up plan post event?

Clean up will start Sunday evening (9/8) post show and continue/ finish on Monday, September 9, 2019

Will you be requesting street banners?

☒ Yes☐ No

Will you be requesting light pole banners?

☒ Yes☐ No

Will you be filming or having television coverage?

☒ Yes☐ No

Entrance or Registration Fee: N/A

Methods of Registration (please check all that apply):

- ☒ Website ☐ Mail
☐ Active.com ☒ Other Network will determine registration details

Prizes (including anticipated cash prizes):

N/A

SAFETY/SECURITY/VOLUNTEERS

Have you hired a security company to handle security arrangements for this event? ☒ Yes ☐ No

-If YES, please include the following information:

Company Name: Boschetti Group Phone: 310-925-7147 # of Guards: will vary per day

Guard Schedule:

24 hour security will begin on 9/2/19 thru wrap on 9/9/19

Do you plan on utilizing volunteers? ☐ Yes ☒ No

-If YES, please describe:

Please describe your procedures for both crowd control and internal security:

CROWD CONTROL AND SECURITY WILL BE A COMBINATION OF BOSCHETTI GROUP, POLICE AND EVENT SECURITY WITH THE CONSULTATION OF FOX SECURITY.

ATTENDEES WILL BE WRISTBANDED AND ANYONE ENTERING THE EVENT SPACE WILL GO THRU MEDAL DETECTORS AND HAVE BAGS CHECKED.

FULL SECURITY DETAIL AND MAPPING WILL BE SUBMITTED TO CITY FOR SIGN OFF PRIOR TO EVENT.

EVENT PROMOTION INFORMATION

Please describe marketing and promotional efforts for this event. Include event website, social networking sites, radio play, etc.

FOX NETWORK WILL BE HANDLING MARKETING AND PROMOTION. DETAILS WILL BE GIVEN CLOSER TO EVENT DATE.

EQUIPMENT INFORMATION (ATTACH SITE PLAN)

A DIAGRAM OF YOUR SITE PLAN THAT INCLUDES ALL FACILITIES, EXACT PLACEMENT OF ALL EQUIPMENT, STREET CLOSURES, INGRESS AND EGRESS ROUTES, SHUTTLE ROUTES, FENCING, ACCESSIBILITY PLAN, AND PARKING MUST BE ATTACHED TO THE APPLICATION.

YOUR APPLICATION WILL NOT BE PROCESSED WITHOUT A SITE PLAN

(PLEASE NOTE: THE COMPLETION OF THE BEACH USAGE MAP, PAGE 14, DOES NOT QUALIFY AS A SITE PLAN)

Please check all the boxes that apply to the equipment that will be on site for your event and specify the number and size of each (if applicable).

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Cars | 250 crew parking | <input type="checkbox"/> Porta Potties | 3) VIP Porta Pottie trailers |
| <input type="checkbox"/> Semi-Trucks | 6 semi deliveries per day 9/2 - 9/5 / pick ups 9/9 | <input type="checkbox"/> Motor Homes | Est. 3-8 Talent 2 Room Trailers 38' each |
| <input type="checkbox"/> Generator | 2 Twin Pack Generators | Size: | Host Trailer: 46' |
| Size/Type: | 20' each | <input type="checkbox"/> Trailer | Video/ Audio Mobile Units |
| <input type="checkbox"/> Vans | 4-6 Cargo and 15 Pass Vans | Size: | 3) 53' trailers, 1) 46' trailer |
| Size: | 15' | <input type="checkbox"/> Stage | Main: 50' x 40' / Backstage: 40' x 40' |
| <input type="checkbox"/> Sound Equipment | Band Equipment, Speakers | Measurements: | |
| <input type="checkbox"/> Enclosed Tents | 20x20 Talent tent, 20x30 catering tent, TBD on add'l based on weather | <input type="checkbox"/> Canopies | Truss with scrim to cover backstage, TBD on cover for main stage |
| <input type="checkbox"/> Other (please attach list with description of each item) | | | |

ACCESSIBILITY PLAN

It is the applicant's responsibility to comply with all City, County, State and Federal disability access requirements applicable to the event, including the American with Disabilities Act (ADA). All indoor and outdoor sites, activities and programs must be accessible to persons with disabilities.

Please describe your accessibility plan:

PRODUCTION IS WELL VERSED IN ADA REQUIREMENTS. ADA WILL SIGN OFF ON FINAL AUDIENCE LAYOUT CLOSER TO EVENT.

INSURANCE

Unless greater or lesser coverage is requested, applicant agrees to furnish the City of Hermosa Beach evidence of \$2 million comprehensive general liability insurance in the form of a certificate, including endorsement, covering the entire period of this permit, naming the City of Hermosa Beach, its officers, agents and employees additionally insured. Permittee waives claims against the City of Hermosa Beach, its officers, agents and employees, for fees or damages caused, arising out of or in any way connected with the exercise of this permit.

APPLICANT AGREES TO COMPLY WITH ALL APPLICANT'S LAWS AND AGREES TO MAINTAIN PREMISES IN GOOD CONDITION AND RETURN IN THE SAME CONDITION AS BEFORE SAID USE.

I certify that the information contained herein is true and correct to the best of my knowledge. I have read and agree to comply with the City of Hermosa Beach Sustainability Measures. All fees, charges and other material will be paid and or furnished to the Department of Community Resources as mutually agreed to by both parties.

BOB BAIN PRODUCTIONS, INC.

Name/Company Representative

[Signature]

Signature

1/28/19

Date

IMPACT CHARACTERISTIC WORKSHEET (REQUIRED FOR ALL EVENTS)

Please consider details of your event and use this worksheet to determine its impact level. If you are applying for multiple events, please complete a different page for each if the event details are different.

1 **Event Name:** 2019 Teen Choice Awards

Event Date(s): September 2 - 9, 2019. Event date: 9/8/19

2

Select one characteristic in each ROW as it relates to your event(s).

Please be sure to mark (i.e. "x", circle, checkmark, etc.) each selection. Failure to do so will deem the worksheet and application incomplete.

NUMBER OF EXPECTED PARTICIPANTS	SMALL 100-500	MEDIUM 500-2,000	LARGE 2,000+ X
REOCCURRENCE	3+ Years	ONCE BEFORE	NEW EVENT X
LOCATION	PARKS OR BEACH X	PIER PLAZA	STREETS/PUBLIC RIGHT OF WAY/STRAND
TIME OF YEAR	WINTER	SPRING OR FALL X	SUMMER
DAY(S) OF THE WEEK	WEEKDAY X	WEEKEND X	HOLIDAY
NUMBER OF CONSECUTIVE DAYS	LESS THAN 2 DAYS	2-4 DAYS	MORE THAN 5 DAYS X
NUMBER OF EVENTS IN ONE YEAR	1-2 EVENTS/YEAR X	3-4 EVENTS/YEAR	MORE THAN 5 EVENTS/YEAR
ADDITIONAL REQUESTS NEEDED <small>i.e. filming, reserved parking, fencing, stage or seating construction, road closures, amplified sound, etc.</small>	NONE	1-2	2 OR MORE X

3

Calculate the total number of each color/column selected.

TOTALS

3

IMPACT LEVEL I

At least 5 blue

2

IMPACT LEVEL II

At least 2 red

4

IMPACT LEVEL III

At least 2 green

4

Determine Impact Level by selecting the HIGHEST your event qualifies for.

IMPACT LEVEL (level 3)

COMMUNITY BENEFIT

Please provide a brief description of the benefit your event(s) add to the community. The Community Decision-Making Tool may be used as a guide and can be found on the City website at the following link:

<http://www.hermosabch.org/Modules/ShowDocument.aspx?documentid=5226>

Event Name: 2019 TEEN CHOICE AWARDS

Event Date(s): 9/8/19

FAMILY FRIENDLY CONCERT AND AWARDS SHOW WHICH WILL AIR LIVE ON FOX NETWORK PRIMETIME. THIS EVENT WILL GIVE HERMOSA BEACH NATIONAL EXPOSURE AND HAS ALWAYS HAD A HUGE APPEAL TO NOT ONLY TEENS BUT PARENTS AS WELL WHICH SHOULD BOOST LOCAL BUSINESS.

PUBLIC RELATIONS INFORMATION

Please provide the following information to be given out to the general public, if requested:

Name of Event: 2019 TEEN CHOICE AWARDS

Name of Organization: BOB BAIN PRODUCTIONS, INC.

Event Dates and Times:

Date	SEPTEMBER 8, 2019			
Times	2:00P - 8:00P			

Event Information can be found online at: TBD

Public Relations Contact: TBD (info will be provided by network closer to date)

Day Phone: _____

Evening Phone: _____

Email: _____

Please provide a brief description of your event that can be used on the online City calendar. Please include details that would be helpful for someone looking for more information specific to your event.

THE TEEN CHOICE AWARDS AND MUSIC FEST IS A BRAND DESIGNED FOR TEENAGERS. A MUSIC CONCERT SHOWCASING TEENS FAVORITE BANDS COMBINED WITH AN AWARDS SHOW HONORING TEENS CHOSEN STARS IN ENTERTAINMENT.

PRELIMINARY FEE WORKSHEET

Please complete, to the best of your ability, all event-related fees as it pertains to your proposed event, **even if you are requesting fee waivers**. **REMINDER: ONLY VALID NON-PROFIT ENTITIES ARE ELIGIBLE FOR FEE WAIVER CONSIDERATION.** A final total of charges will be determined thirty days prior to your event once approval is granted; additional fees may apply when deemed necessary through the approval process. Please use this worksheet as a preliminary guide for planning purposes of city fees. Please note that fees may be updated at any time.

EVENT CATEGORY FEES	PRICE (subject to change)	MY EVENT FEES
Category I	70/30% of registration fees	
<ul style="list-style-type: none"> <500 people 		
Category II		
<ul style="list-style-type: none"> Impacts public areas for no longer than one (1) day including set-up & tear-down Is conducted in the off-season (not between Memorial Day and Labor Day or on any holiday) Participant plus Spectator crowd above 500 but does not exceed 3,000 people. Has no television coverage (except news). A non-profit entity is the beneficiary of the net revenues (100%). Does not meet any of the identifying criteria for a Category III or IV event. 	\$2596 per day	
Category III		
<ul style="list-style-type: none"> Impacts public areas for more than one (1) day including set up. Participant plus Spectator crowd does not exceed 5,000 people. Has no television coverage (except news). Has more than \$3,000 and less than \$50,000 in prize money. Does not meet any of the identifying criteria for a Category IV event. 	\$2856 per day x 6 = 17,136	
Category IV		
<ul style="list-style-type: none"> Meets Category III Criteria and has one or more of the following: <ul style="list-style-type: none"> Has network television coverage or Estimated participant/spectator crowds exceeds 5,000 people or Prize money in excess of \$50,000 or Charges admission to spectator Gross revenues in excess of \$50,000. 	\$5192 per day	
MISCELLANEOUS FEES	PRICE (subject to change)	MY EVENT FEES
Commercial Application Fee - <i>non-refundable</i>	\$816	816
Non-Profit Application Fee - <i>non-refundable</i>	\$544	
Pass-Thru Application Fee - <i>non-refundable</i>	\$272	
Amplified Sound Permit	\$160	160
Street Banner Fees	\$570	570
Event Co-Sponsor	\$273 each	
Event Set-Up/Tear-Down (estimate 2 locations)	\$217 per location, per day	2604
Community Resources Staff (Required Cat. II-IV)	\$326 per day	1956
Paramedic	\$131 per hour	1104
Fire Inspection	\$157 per hour est	6594
Police	\$112 per hour est	60000
Parking Meter Space Fee	\$30 per space, per day est	25000
Preliminary TOTAL		98,804 + 17,136 \$115,940

GREEN MATRIX (Environmental Protection Plan)

(Required for all event applications)

Events in Hermosa Beach are expected to implement measures to reduce impacts and costs to the environment, the city, and the community. Specify how you will comply with applicable measures (or mark not applicable). If you have a multi-year contract for your event, please show how you will increase compliance in subsequent years.

Event Name: 2019 TEEN CHOICE AWARDS

Expected Attendance: 5000

MEASURE	CHECK IF APPLICABLE	HOW WILL YOU COMPLY? (use additional sheets if needed)
Recycling and Waste Reduction		
1. Reduce waste and single-use items		
▪ Limit single-use paper, plastics, packaging, and décor items	<input checked="" type="checkbox"/>	
▪ Reduce size/bulk of plates, containers, cups	<input type="checkbox"/>	
▪ Use products with high recycled content	<input type="checkbox"/>	
▪ Avoid sale or give-away of single-use plastic drinking water bottles. *A mobile water cart ('Mother-Lode Wide') is available for use and reusable water bottles are encouraged	<input checked="" type="checkbox"/>	
▪ Provide free drinking water in large dispensers (people can refill their own bottles, or use paper cups) *Large drink dispensers are available for use and reusable water bottles are encouraged	<input checked="" type="checkbox"/>	
▪ At 'beer or drink gardens' use recycled or compostable cups (provide dump station for liquids)	<input type="checkbox"/>	
▪ Recycle fry-grease for bio-diesel fuels	<input type="checkbox"/>	
▪ Limit and reduce size of handouts, flyers and give-aways (print several per page, double-side, do not use dark color inks)	<input type="checkbox"/>	
2. Recycling containers:		
▪ Place well-marked recycle containers adjacent to every trash container	<input checked="" type="checkbox"/>	
▪ Provide onsite 'monitors' directing people to recycling at prime locations, or provide secondary trash sorters.	<input type="checkbox"/>	
▪ Scavenging is prohibited from waste containers. Prevent and report scavenging	<input type="checkbox"/>	
3. Staging		
▪ Recycle or reuse event construction materials	<input type="checkbox"/>	
▪ Use 'no emission/no VOC' paints/sealants	<input type="checkbox"/>	

3. Transportation		
▪ No-idling policy for all vehicles	<input type="checkbox"/>	
▪ Sponsor free shuttle or low cost bus passes	<input type="checkbox"/>	
▪ Use electric, hydrogen, hybrid or CNG vehicles	<input type="checkbox"/>	
4. Energy		
▪ Use energy-efficient lighting	<input type="checkbox"/>	
▪ Turn lighting and devices off when not in use	<input checked="" type="checkbox"/>	
▪ Turn off generators when not in use for significant period of time	<input checked="" type="checkbox"/>	
▪ Using alternative energy (solar, wind, fuel cell) to supply some power	<input type="checkbox"/>	
▪ Use alternative fuel generators (CNG, fuel cell, biodiesel) (biodiesel- minimum B20 (20% blend); B99 is preferred)	<input type="checkbox"/>	
5. Marine environment		
▪ <u>NO single-use plastic bags starting October 1, 2016.</u>	<input type="checkbox"/>	
▪ <u>including take-out cups or containers.</u>	<input type="checkbox"/>	
▪ No hosing of surfaces. Consult Public Works regarding clean-up procedures for large events	<input type="checkbox"/>	
▪ Full containment of all wastes	<input type="checkbox"/>	
▪ Full containment of all six-pack plastic rings. Cut rings prior to disposal.	<input type="checkbox"/>	
If Beach and street cleaning required consult Public Works regarding clean-up procedures	<input checked="" type="checkbox"/>	
6. Education		
Event and vendors to make reducing waste and recycling a prominent theme	<input checked="" type="checkbox"/>	
▪ Provide one booth, kiosk or space for green education sponsored by city or designee	<input type="checkbox"/>	
▪ Advertise green measures and rules in all event advertising and on website	<input type="checkbox"/>	
▪ Demonstrate that vendors and service providers will comply with green measures	<input type="checkbox"/>	
7. Monitoring		
Report on compliance with above applicable measures	<input type="checkbox"/>	



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

March 25, 2019

Mr. Bob Bain, President
Bob Bain Productions
707 N. Douglas Street
El Segundo, CA 90245
Via Email: Bobbainproductions@gmail.com

Dear Mr. Bain,

Thank you so very much for pitching Hermosa Beach as the site of the 2019 Teen Choice Awards to your team. Your application has been approved as submitted for a show date of Sunday, August 11, 2019, with corresponding setup and strike days to include August 5 through August 12 on the beach just south of the Hermosa Beach Pier. We are thrilled to be the host city and are excited about an event that promises to bring excited teenagers to our beautiful coast. With so many ways our sweet teens have disengaged from the public space, I cannot tell you how meaningful it is to us to re-introduce them to an asset that is inherently theirs – the beach.

In addition, this letter will confirm that all required approvals from the City of Hermosa Beach have been obtained. We understand that a more formal location agreement will be prepared and executed by both parties prior to the event.

Please know that our Community Resources Department along with the rest of our team are available to assist you in bringing this event to fruition in our lovely City.

Very Truly Yours,

Suja Lowenthal
City Manager



CITY OF HERMOSA BEACH **SPECIAL EVENT PERMIT**

I. Permit

CITY OF HERMOSA BEACH ("City") hereby grants approval to Bob Bain Productions, Inc. ("EVENT PLANNER") for use of Pier Plaza, the beach south of the Pier, and nearby locations as mutually agreed upon (the "SITE") as the location for the 2019 Teen Choice Awards (the "Show"), which shall be taped live from the SITE on August 11, 2019, and is intended for initial exhibition on Fox Broadcasting Company, LLC ("FOX"), and a related pre-show music festival and dance party to be held on the Property on the day of the Show, utilizing the same stage as the Show (the "Festival") (the Show, the Festival, any pre-Show and post-Show parties and events and any related programming are collectively referred to herein as the "EVENT").

The permission granted herein for conduct of the EVENT on the SITE, shall commence from 6:00am on Monday, August 5 and terminate at 8:00pm on Monday, August 12, 2019, including set up and tear down.

This Permit is revocable at any time for violation of conditions of approval, the Hermosa Beach Municipal Code or any applicable regulation or law.

II. Event Planner's Obligations (checked boxes denote applicable obligations)

1. Not more than 60 days and not less than 30 days in advance of the EVENT, EVENT PLANNER shall:

- ☒ a) Damage deposit: Post a wire transfer (subject to an additional charge not to exceed \$30), ACH, bond, cashier's check or letter of credit, in the amount of \$10,000 as compensation for any damage that may occur to physical property or other costs arising from EVENT PLANNER'S use of the SITE. The bond or other surety shall provide that in the event the EVENT PLANNER fails or refuses to clean up and restore the SITE to its original condition or fails or refuses to compensate City for other physical damage, City may, at its option, make demand upon the surety for such cash payment as is required to perform such work.
- ☒ b) Insurance: Provide to City a policy of comprehensive general liability insurance with a combined single limit of not less than \$2,000,000.00 per occurrence. Such insurance shall (a) name the City, its appointed and elected officials, officers, employees and agents as insured's; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain standard cross-liability provisions. EVENT PLANNER shall furnish properly executed certificates of insurance to City, which certificates shall clearly evidence all coverage required above and provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written

notice to City; and further, shall provide that if the EVENT PLANNER fails to pay any required deductible or self-insured retention, City may do so at EVENT PLANNER's expense.

- ☒ c) Event fees: EVENT PLANNER shall tender any outstanding fees associated with the City's Special Event Application process a minimum of 30 days prior to the EVENT unless non-profit, per participant fees apply for payment immediately following the event.
- ☒ d) Permits and approvals: EVENT PLANNER shall obtain all necessary permits and approvals for the EVENT as set forth in the completed Special Event Application or otherwise required by the City (e.g., business license, street banner approval, light pole banner requests, etc.). The City acknowledges that this is deemed satisfied, provided that any structures erected on the SITE shall be subject to approval by the City's Building Department as and when applicable.
- ☒ e) Provide City with the name and event day telephone number of its designated representative for the event, and/or the names of designated representatives who will be physically on the property for the entire duration of the EVENT if different from that stated on the Special Event Permit Application;
- ☒ f) Notify all residents and businesses. The notice shall be in writing and shall include the date and time of the EVENT; closure information for road, Pier, Strand or other public areas including date(s) and time(s); shuttle and parking information; and the telephone number of the designated representative. Said written notice shall be provided to the City through electronic copy not less than 1 week prior to distribution for review and approval;

2. Commencing with the date and time this permit authorizes the use by the EVENT PLANNER for the EVENT, EVENT PLANNER shall:

- ☒ a) Fence the entire EVENT area during set-up or tear-down that utilizes heavy equipment;
- ☒ b) Provide adequate portable restroom facilities; required number of wash basins; and required number of ADA accessible restroom facilities for the EVENT as mutually agreed upon by the City and EVENT PLANNER;
- ☐ c) Provide adequate first aid facilities and staff;
- ☐ d) Secure its own telephones and telephone lines for the EVENT;

- ☒ e) Install a protective barrier around the perimeter of the EVENT on a date and time as mutually agreed upon by the City and EVENT PLANNER. EVENT PLANNER shall be responsible for removal of the barrier upon completion of the EVENT. Said barrier(s) shall structurally and aesthetically fulfill the City's requirements for said barrier(s);
 - ☒ f) Ensure that the EVENT includes adequate access and seating to reasonably accommodate the needs of the disabled;
 - ☒ g) Provide its staff and a reasonable number of designated City representatives with proper credentials and identification for access to the EVENT and SITE area;
 - ☒ h) Clean, restore, resurface and make operational the SITE to the satisfaction of the City (notwithstanding the clean-up activities described in Section III.7) upon completion of the EVENT and no later than the post-event walk-through described in Section III.9.;
 - ☐ i) Maintain six (6) posted volleyball courts on the north side of the Pier for recreational use;
 - ☐ j) Install and maintain six (6) posted, temporary volleyball courts on the south side of the Pier for recreational use.
 - ☐ k) Pay to City the total sum of all mutually approved costs for all personnel, materials, equipment, and disposal fees incurred by City in connection with SITE preparation and clean-up activities and associated repairs described in Section III.7., including overhead and indirect costs. Payment shall be made within 60 days of receipt of invoice from City;
 - ☐ l) DO NOT EXTEND PAST NOBLE PARK WITH ANY EVENT RELATED EQUIPMENT, SUPPLIES, OR SET UP.
 - ☒ m) Provide adequate trash container(s) and scheduled pick-up(s) as mutually agreed upon by the City and EVENT PLANNER utilizing the City's preferred refuse vendor.
3. Conduct the EVENT in accordance with all materials included in the complete Special Event Application for the EVENT approved by the City, including but not limited to the EVENT Site Plan, Parking Plan, Safety/Security Plan, Green Matrix, and Accessibility Plan. If information on any Special Event Application materials has changed from that which was approved by the City, EVENT PLANNER shall notify the City within 24 hours of any such change. **Please see Attachment A for additional event details.**

4. EVENT PLANNER's obligations shall be completed in the time periods set forth above and notice of items not completed to City's satisfaction shall be given to EVENT PLANNER in writing. EVENT PLANNER shall have seven days from receipt of notice to complete the obligation, except in the event of an emergency. Any obligations not completed within the dates set forth above may be completed by City and EVENT PLANNER shall reimburse City on a time and materials basis.

III. Services to be Provided by City

- ☒ 1. Representatives of the City, including any required police and fire officials necessary to complete required inspections, and EVENT PLANNER shall perform a walk-through of the SITE at a time mutually agreed upon by the City and EVENT PLANNER, at which time the condition of the SITE shall be duly noted in writing by said representatives, and shall specifically identify any existing damage or other abnormalities and City shall repair anything identified as a potential hazard or liability prior to EVENT PLANNER taking possession of the SITE.
- ☐ 2. Facilitate closing of streets impacted by the SITE on the date(s) and time(s) mutually agreed upon by the City and EVENT PLANNER.
- ☒ 3. Approve text of notices as required by Section II. f. above.
- ☐ 4. Provide, at no additional cost, the following:
 - a) _____ collection containers with a storage capacity of not less than twenty-five (25) gallons each;
 - b) Collection vehicle and crew to empty the cans on the SITE;
 - c) Street sweepers.
- ☒ 5. Ensure that, to the best of the City's knowledge, all other organized activities will be excluded from the SITE during the EVENT.
- ☒ 6. Provide a 24-hour contact person who shall be available in the event of emergency during the time EVENT PLANNER maintains possession of the SITE.
- ☐ 7. Perform clean-up at cost to EVENT PLANNER as established in the Special Event Permit Application for the EVENT, or in accordance with actual cost if the amount of clean-up exceeds the EVENT fees, which shall include but is not limited to:
 - ☐ a. Removal and disposal from public property all no-parking signs, litter and debris located at the SITE at cost to EVENT PLANNER;

- ☐ b. Steam cleaning of sidewalks, garages and hardscape surfaces as required at the SITE at cost to EVENT PLANNER;
 - ☐ c. Repair of any irrigation damage to landscaped medians, planter beds, lawn areas and the SITE grounds;
 - ☐ d. Renovation of all turf and shrubs on landscaped medians, planter beds, lawn areas on the SITE;
 - ☐ e. Removal and disposal of trash receptacles placed on public areas of the SITE;
 - ☐ f. Restoration of all public areas impacted by the EVENT, including public streets, to the same conditions prior to the EVENT.
8. The City shall submit itemized invoices to EVENT PLANNER for all work described above within 90 days of the EVENT. Said invoices shall include an itemized breakdown of costs associated with the cleanup of SITE. In addition, the City will provide an itemized invoice listing all time and materials used in the repair of City facilities.
9. Subsequent to the EVENT, and after EVENT PLANNER completed its cleanup process of the premises, a post-event walk-through shall be conducted by the representatives of the City and EVENT PLANNER, at which time any damages or other abnormalities which may have arisen as a result of the use of the premises by EVENT PLANNER shall be duly noted in writing by said representatives, it being understood that the City (1) shall undertake to repair and/or replace any damaged property; and (2) shall bill EVENT PLANNER for the cost thereof. The foregoing notwithstanding, EVENT PLANNER shall remain responsible for any later-discovered damage as a result of the EVENT that was not reasonably visible during the walk-through. Walk thru shall be held at a time mutually agreed upon by the City and EVENT PLANNER.

IV. Notices

All notices and communications shall be sent to the parties at the following addresses:

**The City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254**

**Bob Bain Productions, Inc.
c/o Hutson Company, Inc.
2211 Corinth Avenue, #300
Los Angeles, CA 90064
Attn: Adam Hutson**

V. Indemnification

EVENT PLANNER shall hold harmless, defend and indemnify the City and County of Los Angeles, its officers, employees and volunteer from and against any and all liability, loss, damage expense, and costs (including without limitation reasonable outside costs and fees of litigation), of every nature arising out of or in connection with production and performance of the EVENT or its failure to comply with any of its obligations contained in this Permit except to the extent such loss or damage was caused by the negligence or willful misconduct of the City.

EVENT PLANNER shall pay promptly any judgment rendered against City and County of Los Angeles, their respective officers, agents or employees, for any such claims, damages, penalties, obligations and/or liabilities.

VI. Authority

The person executing this Permit for EVENT PLANNER certifies that s/he has full authority to sign on behalf of EVENT PLANNER and to bind EVENT PLANNER to the foregoing conditions.

VII. Revocation

EVENT PLANNER hereby accepts all of the foregoing conditions and understands and acknowledges that the foregoing conditions must remain satisfied at all times during the EVENT for this Permit to remain valid.

EVENT PLANNER further acknowledges that in the event that the EVENT is causing a violation of State law or upon a reasonable determination that the EVENT has become a threat to public safety and such violation or threat cannot be timely cured by EVENT PLANNER with the reasonable assistance of City, the highest ranking City police officer or fire personnel on duty at the time of such reasonable determination shall be empowered to bring the EVENT to an orderly conclusion as required to cure the violation or threat.

VIII. Miscellaneous Provisions

This permit is personal to the EVENT PLANNER and may not be transferred, assigned or otherwise conveyed without the consent of the City except in accordance with the Location Agreement entered into as of May 2, 2019 by and between the parties hereto.

Neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval except in accordance with the Location Agreement entered into as of May 2, 2019 by and between the parties hereto.

This permit grants permission solely for the EVENT described above on the day(s) and time(s) indicated on the SITE.

Nothing in this permit shall be construed as creating a partnership, joint enterprise or other contractual arrangement between City and EVENT PLANNER. The EVENT is a privately sponsored event; it is not a City event and is not sponsored by the City.

APPROVED BY:

City:

Signature Kelly Orta

Date 05/23/2019

Address: 710 Pier Avenue, Hermosa Beach, CA 90254

Telephone No. 310.318.0280

Applicant:

Signature _____
Event Planner Representative

Print Name _____

Address: _____

Telephone No _____

ATTACHMENT A

2019 Teen Choice Awards (Live on FOX) August 5 - 12, 2019 | Beach south of the Pier

Additional event details and policies include:

- All cables on hard surfaces shall be covered with cable covers or other dedicated equipment to prevent trip hazards. The utilization of tape for this purpose is not permitted.
- All cables on the sand shall be buried to prevent trip hazards.
- Overnight security (provided by EVENT PLANNER) will be present each day equipment of any kind is left on site and throughout the total days of the permit.
- All event equipment must be at least 10 feet away from the easternmost portion of the Strand wall/walkway.
- Flaggers (wearing orange vests) are required to surround any moving vehicle on the Strand and Pier Plaza at all times while these areas remain open to the public. Flaggers shall temporarily stop pedestrian traffic to allow vehicle(s) to safely traverse.
- Generators on the sand must be placed in a catch pan with a lip around the entire perimeter to catch any spills. Refueling of the generators is not permitted on the beach at any time.

The following non-exclusive list of event details will be determined and mutually agreed upon between the City and EVENT PLANNER:

- Site plan for all areas being used as part of the EVENT that includes placement of all EVENT-related equipment.
- Closures of road(s), Pier, Strand and other public areas including applicable traffic control plans.
- Safety and security plans.
- EVENT-related vehicle parking plan, use of City-parking lots, and shuttle service for attendees.
- Itemized schedule of the delivery; building; unloading; loading and removal of all EVENT-related equipment and structures schedule including an itemized schedule of associated activities.
- Vehicle route(s) for EVENT-related activities pertaining to loading and unloading of equipment and talent drop off and pickup.