

**CITY OF COSTA MESA
LICENSE AGREEMENT
WITH
SOCAL COMMUNITY ARTS & FESTIVALS INC.**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this 1st day of April, 2019 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“Licensor” or “City”), and SOCAL COMMUNITY ARTS & FESTIVALS INC., a California nonprofit corporation (“Licensee”).

WITNESSETH:

WHEREAS, Licensor is the owner of real property located at 1855 Park Avenue, Costa Mesa, California and all appurtenances thereon known as the Library at Lions Park (“Property”); and

WHEREAS, Licensee desires to use a portion of the Property as outlined herein for a monthly community art walk and Licensor is agreeable to such use pursuant to certain terms and obligations; and

WHEREAS, the Licensor and Licensee desire to execute this Agreement to set forth their rights, obligations, and liabilities relating to Licensee’s use of the Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. GRANT OF LICENSE

Licensor grants to Licensee a non-exclusive license (the “License”) to use a portion of the exterior space of the Property, as delineated in Exhibit “A,” attached hereto and incorporated herein (the “Licensed Area”) on the third Saturday of each month, commencing in April 2019, from 12:00 p.m. to 7:00 p.m. (each a “License Period”). Notwithstanding the foregoing, the first community art walk will be held on April 27, 2019.

City may cancel or modify Licensee’s use of the Licensed Area at any time in its sole discretion upon written notice to Licensee. In the event of inclement weather, City will determine, in its sole discretion, whether to cancel Licensee’s use. Written notice is not required if City cancels the use due to inclement weather. If Licensee’s use is cancelled due to inclement weather, the use will not be rescheduled.

2.0. LIMITED USE OF LICENSED AREA

Licensee’s use of the Property shall be limited to use of the Licensed Area for the exclusive purpose of staging a monthly community art walk (the “Art Walk”) only. The Art Walk may include booths, up to three food trucks, art for sale, musical entertainment, and a 12-foot by 12-foot dance floor, subject to the limitations set forth herein. Licensee shall not use the Licensed Area for any other purpose or business without first obtaining Licensor’s written consent.

3.0. FEES

3.1. License Fee. In exchange for Licensee’s organization, promotion, and staging of the Art Walk, City grants the License to Licensee for no fee.

3.2. Security Deposit. Upon execution of this Agreement, Licensee shall provide to Licensor a security deposit in the amount of Seven Hundred Fifty Dollars (\$750.00) (“Security Deposit”) to be held by

Licensor during the term of this Agreement. The Security Deposit may be used by Licensor to pay reasonable costs to repair, replace, or otherwise pay for any damage to City property or equipment caused by Licensee, and/or the actual cost to the City to clean up the Licensed Area if Licensee fails to do so at the conclusion of a License Period. If the cost to repair, replace or pay for any damage or to clean up the Licensed Area exceeds the Security Deposit, Licensee shall reimburse the City for such cost. Licensee shall submit payment to City for such reimbursement within thirty (30) days of City's request for reimbursement.

4.0. TERM

This Agreement shall commence on the Effective Date and continue for a period of six (6) months, ending on September 30, 2019, unless previously terminated as provided herein. Thereafter, the term of this Agreement will automatically extend in successive one (1) month periods until either party gives at least thirty (30) days prior written notice of its intention not to extend this Agreement.

5.0. LICENSEE'S DUTIES AND RESPONSIBILITIES

Licensee shall:

- (a) Solicit participation by Costa Mesa artists, performers, and businesses for each month's Art Walk.
- (b) Feature local artists, performers, and businesses as part of each month's Art Walk. Licensee may collect a fee of up to thirty-five dollars (\$35.00) from local artists for their participation.
- (c) Market and promote the Art Walk.
- (d) Permit all members of the public to enter the Licensed Area during the License Period for the Art Walk for free.
- (e) Provide to City, at no cost, the use of up to five (5) booth spaces at each month's Art Walk, to be used at the City's discretion.
- (f) Place the stage area and the food truck area in accordance with Exhibit A, unless otherwise directed by City.
- (g) Obtain advance written approval from City of the layout for the Art Walk, including but not limited to placement of booths, stage, dance floor, and food trucks. Licensee shall not change the layout without City's approval.
- (h) Remove all personal property at the conclusion of each License Period.
- (i) Leave the Licensed Area in the condition it was provided to Licensee at the inception of each License Period.
- (j) Enforce all City policies and rules pertaining to the general code of conduct while at the Property.
- (k) Comply with, and require its guests and invitees to comply with, any and all City rules, regulations, and guidelines applicable to use of the Licensed Area.
- (l) Promptly notify the City of needed repairs and/or dangerous conditions in the Licensed Area.

- (m) Comply with all reasonable requests made by City.

6.0. CITY'S DUTIES AND RESPONSIBILITIES

City agrees to:

- (a) Provide a staff person to oversee the Property during the License Periods.
- (b) Provide marketing and promotional support in connection with the Art Walk.
- (c) Provide for Licensee's use City equipment, including but not limited to a tables and chairs, as needed by Licensee and as such equipment is available.
- (d) Maintain the Licensed Area in a safe and clean condition.
- (e) Perform any needed maintenance and repairs of the Licensed Area.
- (f) Provide Licensee with at least thirty (30) calendar days advance notice of the unavailability of the Licensed Area, unless such unavailability is due to unanticipated emergency or causes beyond Licensor's control.

7.0. SIGNS

Licensee shall obtain City's written approval prior to installing or posting on City property any signs, notices, or advertisements relating to the Art Walk.

8.0. ENTRY BY CITY AND PUBLIC

The Art Walk shall be open to the public. City and the general public shall have unrestricted access to the Licensed Area at all times during Licensee's use.

9.0. ACCEPTANCE OF LICENSED AREA

Licensor makes no warranty or representation of any kind whatsoever regarding the condition of the Licensed Area or its fitness for Licensee's use, or any use. Licensee accepts and agrees to use the Licensed Area in its current "as-is" condition, without any obligation of Licensor to perform or pay for any improvement thereto.

10.0. ALTERATIONS, ADDITIONS, IMPROVEMENTS

Licensor reserves the right to alter, change, or work on the Licensed Area during the term of this Agreement.

Licensee shall not make any alterations, additions, or improvements to the Licensed Area or Property without prior written approval from Licensor.

11.0. UTILITIES AND TAXES

Licensor shall pay all fees and charges for utilities on the Licensed Area and all real property taxes and assessments levied or assessed against the Licensed Area during the term.

Although it is not anticipated that this License will create a possessory interest in the Property, Licensee understands that a possessory interest may be created and vested in Licensee as a result of this Agreement and that such interest may be subject to property taxation. Licensee understands that Licensee may be subject to the payment of property taxes levied on such possessory interest. If property taxes are levied due to a possessory interest, Licensee shall pay such taxes.

12.0. NO INTEREST IN PROPERTY

Licensee understands and agrees that this is a license agreement, not a lease agreement. No tenancy is established by this Agreement and Licensee shall have no interest in the Property as a result of this Agreement or Licensee's use of the Licensed Area.

13.0. INSURANCE

13.1. Minimum Scope and Limits of Insurance. Licensee shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California.

13.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Licensee pursuant to its contract with the City; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Licensee's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees,

and volunteers.

- (e) Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

13.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

13.4. Certificates of Insurance. Licensee shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to using the Licensed Area. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

14.0. INDEMNIFICATION AND RELEASE

14.1. Indemnification. Licensee agrees to defend, indemnify, and hold free and harmless Licensor, its elected officials, officers, agents, volunteers and employees ("Indemnitees"), at Licensee's sole expense, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature arising out of this Agreement or the use or occupancy of the Licensed Area and Property by, or the acts, errors or omissions of, Licensee, its officers, agents, volunteers, employees, occupants, invitees, visitors, guests, or other users, and/or authorized subcontractors. Notwithstanding the foregoing, Licensee shall not be responsible for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the Indemnitees.

The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Licensee, its officers, agents, volunteers, employees, occupants, invitees, visitors, guests, or other users and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions, or misconduct of the Licensee, its officers, agents, volunteers, employees, invitees, visitors, guests, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the Indemnitees based upon Licensee's use or occupancy of the Licensed Area pursuant to this Agreement, whether or not Licensee, its officers, agents, volunteers, employees, invitees, visitors, guests, and/or authorized subcontractors are asserted to be liable.

14.2. Release. Licensee hereby waives, releases, and discharges Indemnitees from any and all claims for damages and/or liability, including, without limitation, personal injury, death, or property damage, including liability arising out of the negligence of Indemnitees, which arise out of or are incurred in connection with the use of the Licensed Area and Property by Licensee or in connection with this Agreement. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

15.0. REVOCATION; TERMINATION

15.1. Revocation. Licensor may revoke this License at any time by delivering a written revocation notice to Licensee. Such revocation shall be effective thirty (30) days from the date specified in the notice.

15.2. Termination for Convenience. Either party may terminate this Agreement at any time by providing thirty (30) days' written notice to the other party.

15.3. Termination for Default. Each of the following shall constitute a "Licensee Event of Default":

- (a) The failure of Licensee to pay the Security Deposit or any other amount due and owing under this Agreement within five (5) days after delivery of a written demand to Licensee.
- (b) The failure of Licensee to maintain the insurance required by this Agreement.
- (c) Licensee becomes insolvent, makes a transfer in fraud of creditors or makes assignment for the benefit of creditors, or files a petition under any section or chapter of the Bankruptcy Reform Act of 1978, as amended, or under any similar law or statute of the United States or is adjudged bankrupt or insolvent in proceedings filed against Licensee thereunder.
- (d) A receiver or trustee is appointed for all or substantially all of the assets of Licensee, and Licensee does not have such appointment discharged within thirty (30) days after Licensee receives written notice of such appointment.
- (e) Breach of this Agreement, or the failure by Licensee to perform Licensee's obligations set forth herein.

Upon the occurrence of a Licensee Event of Default, Licensor may exercise any or all of the following remedies: (1) immediately terminate this Agreement and Licensee's right to use the Licensed Area, and, as part of Licensor's damages hereunder, retain the Security Deposit and recover from Licensee all other costs and expenses incurred by Licensor in connection with this Agreement, and (2) obtain any relief available at law or in equity including, without limitation, monetary damages, declaratory relief, temporary restraining order, injunction and/or any other equitable relief. All of the remedies available to Licensor hereunder shall be cumulative and may be exercised separately or concurrently. Licensor's election to exercise one or more remedies shall not preclude Licensor's concurrent or subsequent exercise of other remedies.

Upon termination of this Agreement, Licensee shall immediately discontinue all activities at the Property.

16.0. NOTICES

Any notices, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the United States Mail as reflected by the official U.S. postmark if such communication is sent through regular U.S. mail. Either party may change its address by giving notice in writing to the other party.

IF TO LICENSEE:

SoCal Community Arts & Festivals
 3805 W. Verdugo Ave., Apt. D
 Burbank, CA 91505
 Attn: Justin Olsen

IF TO LICENSOR:

City of Costa Mesa
 Parks and Community Services Department
 P.O. Box 1200
 Costa Mesa, CA 92628
 Attn: Ashley Thomas

17.0. FORCE MAJEURE

In the event of damage or destruction of the Licensed Area by any act of God, fire, national or local calamity, strike, labor dispute, civil disturbance, accident, epidemic, act or regulation of any public authority,

interruption in or delay of transportation services, or any event of any other kind or character whatsoever, whether similar or dissimilar to the foregoing events, which shall render the practicable fulfillment by Licensor of its obligations under this Agreement impossible, this Agreement shall be null and void and Licensor shall be released of all responsibility hereunder and shall not be held responsible by Licensee for any resulting damage. In the event of any such occurrence or threat thereof, Licensor shall have the right in its discretion to suspend or terminate any use by Licensee of the Licensed Area, to cause the Licensed Area to be vacated, or to take such action for such duration as Licensor in its sole discretion deems necessary or appropriate.

18.0. ASSIGNMENT AND SUBLETTING

Licensee shall not assign this License or Agreement or sublet the Licensed Area or any part thereof without the prior written consent of Licensor.

19.0. COMPLIANCE WITH ALL LAWS

Licensee shall comply with all applicable laws and regulations in using the Licensed Area, including but not limited to obtaining any required permits for the Art Walk.

20.0. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

21.0. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

LICENSEE

Justin Olsen
Signature

Date: 4/17/19

Justin Olsen (Community Arts & Festivals Founder)
Name and Title

CITY OF COSTA MESA

Tamara Letourneau
Tamara Letourneau
Acting City Manager

Date: 6/12/19

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 6/11/19

DEPARTMENTAL APPROVAL:

Justin Martin
Justin Martin
Parks and Community Services Director

Date: 6/7/19

Ashley Thomas
Ashley Thomas
Project Manager

Date: 5-29-19

EXHIBIT A

DESCRIPTION OF LICENSED AREA

The Licensed Area consists of the portion of the grass area located at the northern end of the Property, which is approximately 88-feet by 128-feet, the adjacent 40-foot by 29-foot space, and up to twelve (12) parking spaces, as depicted in Attachment 1.



**1855 Park Avenue
Costa Mesa, CA 92627**

**ATTACHMENT 1
LICENSED AREA**

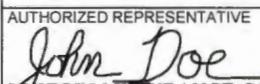
Vendor Area

**Stage Area
40' x 29'**

Food Truck Area

SAMPLES OF CERTIFICATES OF INSURANCE

Please note that failure to provide a certificate of insurance and policy endorsement amounts to a violation of City ordinance, and may be grounds for the denial of your Special Event Application.

CERTIFICATE OF INSURANCE		005550		DATE (MM/DD/YY) 07/03/2002																																				
PRODUCER: UNIFORM INSURANCE COMPANY P.O. Box 12345 Any city, Any state 12345-6789		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																																						
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<p>COVERAGES: 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 TERMS, EXCLUSIONS AND CONDITIONS OF BOTH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1"> <thead> <tr> <th>TYPE OF INSURANCE</th> <th>POLICY NUMBER</th> <th>POLICY EFFECTIVE DATE (MM/DD/YY)</th> <th>POLICY EXPIRATION DATE (MM/DD/YY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER & CCNT PROT <input type="checkbox"/> LIABILITY ARISING OUT OF ATHLETIC PARTICIPATION </td> <td>ABC 1234 567</td> <td>07/03/2002</td> <td>07/03/2003</td> <td> GENERAL LIABILITY PRODUCTS COMP OF AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE \$ 50,000 MEDICAL \$ 5,000 </td> </tr> <tr> <td> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS </td> <td></td> <td></td> <td></td> <td> COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per inc) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$ </td> </tr> <tr> <td> DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO </td> <td></td> <td></td> <td></td> <td> EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 </td> </tr> <tr> <td> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM </td> <td>ABC 1234 567</td> <td>07/03/2002</td> <td>07/03/2003</td> <td> EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 </td> </tr> <tr> <td> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY </td> <td></td> <td></td> <td></td> <td> <input type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$ </td> </tr> <tr> <td>OTHER</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER & CCNT PROT <input type="checkbox"/> LIABILITY ARISING OUT OF ATHLETIC PARTICIPATION	ABC 1234 567	07/03/2002	07/03/2003	GENERAL LIABILITY PRODUCTS COMP OF AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE \$ 50,000 MEDICAL \$ 5,000	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per inc) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$	DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	ABC 1234 567	07/03/2002	07/03/2003	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$	OTHER				
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CERTIFICATE HOLDER CITY OF COSTA MESA AND ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND REPRESENTATIVES 77 FAIR DRIVE P.O. BOX 1200 COSTA MESA, CALIFORNIA 92628-1200		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES AS CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT AUTHORIZED REPRESENTATIVE  UNIFORM INSURANCE COMPANY																																						

POLICY NUMBER:
LIABILITY

COMMERCIAL GENERAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS - PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State Or Political Subdivision:

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2019

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 East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds Syndicate 2623 INSURER B: Lloyds Syndicate 623 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Community Arts & Festivals Justin Olsen 3805 W. Verdugo Ave, Apt. D Burbank CA 91505	NAIC # AA-1128623 AA-1126623

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	SP-10004-A1672100	04/13/2019 12:01 AM	07/14/2019 12:01 AM	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 \$ Included Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	SP-10004-A1672100	04/13/2019	07/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> 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 \$
	Participant Medical Payments			SP-10004-A1672100	04/13/2019	07/14/2019	Medical Pavments 2 \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
 Attendance: 100, Participants: 10, Event Type: Dance (short term).
 Primary/Non-Contributory wording applies per attached MEGL U047-0702.
 Waiver of Subrogation applies per attached U047-0702.
 Costa Mesa Walk: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

CERTIFICATE HOLDER City of Costa Mesa 77 Fair Dr. Costa Mesa CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is further agreed that this insurance shall be primary and non-contributory.

SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights Of Recovery Against Others To Us is amended and the following added:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" cause by or resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" if:

- a. you agree to such waiver; and
- b. the waiver is included as part of a written construction contract or lease; and
- c. such written contract or lease was entered into prior to any claim to which this insurance applies.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED