

APPROVED
AUG 17 2023
BOARD OF RECREATION
AND PARK COMMISSIONERS

REVISED

BOARD REPORT

NO. 23-146

DATE August 17, 2023

C.D. #

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – LICENSE AGREEMENT FOR THE 2023 LOS ANGELES HAUNTED HAYRIDE AND RELATED ATTRACTIONS – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 4(6) [TEMPORARY USES OF LAND HAVING NO PERMANENT EFFECTS ON THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO CARNIVALS, PARADES, TEMPORARY LOCATION FILMING, SALES OF CHRISTMAS TREES, BUILDING MATERIALS STORAGE ON STREET OR SIDEWALK DURING JOB, CONSTRUCTION OFFICES AND TRACT SALES OFFICES] AND CLASS 4(7) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE LAND INVOLVING MINOR ALTERATIONS TO THE CONDITION OF THE LAND] OF CITY CEQA GUIDELINES AS WELL AS TO ARTICLE 19, SECTION 15304(e) OF CALIFORNIA CEQA GUIDELINES

B. Aguirre BA M. Rudnick _____
B. Jones _____ C. Santo Domingo _____
B. Jackson _____ N. Williams _____



General Manager

Approved X _____ Disapproved _____ Withdrawn _____
For _____
If Approved: Board President [Signature] Board Secretary [Signature]

RECOMMENDATIONS.

1. Approve a License Agreement (License Agreement) between the City of Los Angeles Department of Recreation and Parks (RAP) and 13FEG LA HOLDINGS, LLC for the temporary use of the Crystal Springs Picnic Area in Griffith Park for the operation of the 2023 Los Angeles Haunted Hayride and related attractions, in substantially the form attached as Attachment 1 of this Report and subject to City Attorney approval as to form;
2. Authorize RAP's General Manager or designee to execute the License Agreement subsequent to obtaining all necessary approvals;
3. Direct that one hundred percent (100%) of monies collected from the License Agreement be deposited into the Griffith Park Visitor Center account SP89XW05, Task: 355, Sub Task; ADM;

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4. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 4(6) [Temporary uses of land having no permanent effects on the environment, including but not limited to carnivals, parades, temporary location filming, sales of Christmas trees, building materials storage on street or sidewalk during job, construction offices and tract sales offices] and Class 4(7) [Issuance, renewal or amendment of any lease, license or permit to use land involving minor alterations to the condition of the land] of City CEQA Guidelines as well as to Article 19, Section 15304(e) of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
5. Authorize RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and
6. Authorize the RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Halloween has become a popular holiday with children, teenagers and adults. Month-long Halloween-oriented events have replaced the traditional one night "Trick or Treat" activity normally associated with Halloween. Public entities provide such themed events for families to enjoy and to generate revenue to support maintenance and recreation programs. For the past twelve (12) years, RAP has issued permits to 13FEG LA HOLDINGS, LLC (Operator) to operate the LA Haunted Hayride event and related attractions in Griffith Park. These events have become a popular destination for residents and tourists during the Halloween season.

As was done in 2022, for the 2023 Los Angeles Haunted Hayride and related attractions (Hayride), staff is proposing a License Agreement be entered into with the Operator to ensure the continued success of this Halloween event in Griffith Park. The premises which are being licensed for the operation of the Hayride is the Crystal Springs Picnic Area and is delineated in Exhibit A of the License Agreement (Attachment 1).

Key components of the License Agreement are:

- Term is from August 28, 2023 through November 13, 2023
- Twenty-seven (27) event nights
- Event Hours: Sunday through Saturday between the hours of 7:00 p.m. to 12:00 a.m.
- Location: Crystal Springs Picnic area
- Attractions feature a: tractor hayride; three (3) walk through mazes; a Boo-tique and one (1) carnival ride
- Use fee, three-hundred and thirty-four thousand dollars (\$334,000.00)
- Staff fees, reimbursable up to thirty-six thousand dollars (\$36,000.00)
- Refundable damage deposit, twenty-five thousand dollars (\$25,000.00)

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- Insurance approved by Risk Management

TREES AND SHADE

No impact; however, Forestry Division will be asked to evaluate and identify that trees in the area are properly protected

ENVIRONMENTAL IMPACT

The proposed Board of Recreation and Parks Commissioners (Board) action consists of issuance of a license to use land involving minor alterations to the condition of the land and of temporary uses of land having no permanent effects on the environment such as carnivals and other uses.

According to the parcel profile report retrieved on August 15, 2023 this area resides in a liquefaction zone. The temporary use of the area will not create conditions that could lead to liquefaction. This site is not within a coastal or methane zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of August 15, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. The proposed Project is not located within Griffith Park, a City of Los Angeles Cultural Historic Monument (HCM #942) but the area is not a contributing element to the historic determination and the temporary nature of the proposed use will not cause a substantial adverse change in the significance of Griffith Park.

Based in this information, staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 4(6) and Class 4(7) of City CEQA Guidelines and Article 19, Section 15304(e) of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

Potential revenue of three-hundred and thirty-four thousand dollars (\$334,000.00)

This Report was prepared by Sean Hinton, Park Services Supervisor, Griffith Region

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LIST OF ATTACHMENTS/EXHIBITS

- 1) License agreement

**LICENSE AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
13FEG LA HOLDINGS, LLC
TO OPERATE
THE LOS ANGELES HAUNTED HAYRIDE**

This LICENSE AGREEMENT (“AGREEMENT”) is entered into as of August 23, 2023, by and between the City of Los Angeles (“CITY”), a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“BOARD”), and 13FEG LA HOLDINGS, LLC, a Delaware limited liability company (“LICENSEE”). CITY and LICENSEE may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns, operates and maintains certain real property commonly known as Griffith Park; and,

WHEREAS, LICENSEE desires to use certain portions of Griffith Park as more fully set forth in this AGREEMENT for the operation of the Los Angeles Haunted Hayride; and,

WHEREAS, RAP is amenable to authorizing such use of the PREMISES (as such term is defined in this AGREEMENT and as more fully shown by the Site Maps attached hereto and incorporated herein by reference as Exhibit A), pursuant to the terms and conditions of this AGREEMENT for the TERM (as later defined herein).

NOW THEREFORE, in consideration of the foregoing, the anticipated benefits to the public, and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

1. License to Use and Description of Premises.

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LICENSEE by this AGREEMENT, the non-exclusive use of the PREMISES solely for the purpose set forth in Section 4 (“PERMITTED USE”). RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PERMITTED USE. The PREMISES authorized for use by LICENSEE under the terms and conditions of this AGREEMENT is defined as the following:

- a. CRYSTAL SPRINGS PICNIC AREA in Griffith Park. The specific areas licensed for use under this Agreement is depicted by the site map attached hereto as Exhibit A.

2. Term and Termination.

The term of this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be from August 28, 2023 through November 13, 2023. CITY may revoke this AGREEMENT at any time or if LICENSEE does not comply with the conditions contained herein. Upon receipt of the written notice of termination,

LICENSEE shall return the property to its original condition and discontinue all work permitted under this AGREEMENT.

3. Access to Premises.

LICENSEE, shall, and shall cause any of its authorized third parties to, abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third party access and use of the PREMISES shall be supervised by the LICENSEE at all times while such third-party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities.

LICENSEE's use of the PREMISES shall only be during the following hours: Sunday through Thursday, 7 p.m. to 10:30 p.m. and out by 11:30 p.m.; Friday and Saturday, 7 p.m. to 12 midnight, out by 1 a.m. 24 hour security will be permitted at LICENSEE expense. LICENSEE shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization. LICENSEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance, at the PREMISES.

Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times. In no event shall CITY be responsible or liable to LICENSEE for any inconvenience, disturbance, or other damage to LICENSEE by reason of the performance by CITY of any activities or work in, upon, above or under the PREMISES or for bringing materials, tools, and equipment in, through, above, or under the PREMISES, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder.

CITY makes no warranties whatsoever regarding the condition of the PREMISES. LICENSEE has inspected the PREMISES and found it suitable for LICENSEE's purposes. CITY shall not be liable for any personal injury or damage to property which LICENSEE or its guests or invitees may incur, regardless of the cause thereof. LICENSEE hereby releases CITY from all such liability, it being the intent of the Parties that LICENSEE shall maintain adequate insurance to cover any such losses. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate LICENSEE's right to conduct such activities at the PREMISES by providing written notice to LICENSEE of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to LICENSEE of same.

It is understood by PARTIES that the PREMISES are located in a public park and therefore shall not be considered exclusive to the LICENSEE, nor shall access to the PREMISES be restricted to the general public.

4. Permitted Use and Use Restrictions.

LICENSEE shall not expand and/or change the scope of PERMITTED USE set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. LICENSEE is authorized to use the PREMISES in accordance with the following conditions:

- a. PERMITTED USE: LICENSEE shall use the PREMISES solely for: the operation of the Los Angeles Haunted Hayride and related attractions in accordance with the details set forth in Exhibit A. LICENSEE shall be responsible for all costs and expenses related to its use of the PREMISES. The location will be the Crystal Springs Picnic Area of Griffith Park as set forth in Exhibit A. Set up will be from August 28, 2023 through September 21, 2023; Event Dates will be a total of 27 nights; September 22, 23, 29 and 30; October 1, 5, 6, 7, 8, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31. Close down will be from November 1, 2023 to November 13, 2023. Hours of PERMITTED USE shall be as set forth in Section 3 above.
- b. LICENSEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders and mandates, including but not limited to health and safety orders and guidelines related to COVID-19, and background checks and fingerprinting for any volunteer or paid staff participating in the activities at the PREMISES, throughout the TERM of this AGREEMENT. In doing so, LICENSEE shall maintain regular communication with RAP staff to ensure LICENSEE's compliance with such policies, procedures, regulations, orders and requirements and LICENSEE shall be solely responsible for all costs related to ensuring such compliance.
- c. LICENSEE shall provide sufficient staff for the operation of its activities on the PREMISES, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of the CITY.
- d. LICENSEE shall not sub-let or issue any permit for use of the PREMISES.
- e. LICENSEE shall comply, and ensure any of its employees, volunteers and authorized third parties complies with all applicable CITY, State and Federal rules, laws and regulations in the performance of this AGREEMENT and in the operation of LICENSEE's activities on the PREMISES.
- f. LICENSEE is solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.
- g. The dispensing and /or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted on the PREMISES.

- h. No merchandise other than t-shirts, hats and sweatshirts shall be sold or authorized to be sold on the PREMISES.

5. Obligations of LICENSEE. LICENSEE shall:

- a. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
- b. Punctually pay or cause to be paid all LICENSEE financial obligations incurred in connection with the use and maintenance of the PREMISES as set forth in this AGREEMENT. LICENSEE shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LICENSEE's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- c. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.

6. Maintenance and Repair of Premises.

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, LICENSEE, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PREMISES as described herein.

- a. LICENSEE accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or LICENSEE, and regardless of cause.
- b. LICENSEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. LICENSEE shall perform the following maintenance duties on daily basis:

- i. Maintain PREMISES in a clean condition removing all debris and trash;
 - ii. Keep the PREMISES and the nearby areas clean at all times;
 - iii. Pick up and dispose of trash and debris whether by LICENSEE activity or activity of a contracted vendor or any participant of LICENSEE services;
 - iv. Prevent any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view; and,
 - v. Maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19.
- d. LICENSEE shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.
- e. LICENSEE shall be responsible for securing LICENSEE's equipment and materials at the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of LICENSEE personal property before, during, or after PERMITTED TIMES.
- f. LICENSEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during LICENSEE's activities or operations, or that is caused by LICENSEE's use of the PREMISES; LICENSEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease

7. Consideration and Fees.

The fee to be paid by LICENSEE to RAP in connection with LICENSEE's use of the PREMISES in accordance with this AGREEMENT shall be THREE HUNDRED AND THIRTY-FOUR THOUSAND DOLLARS (\$334,000.00). In addition to such fee, LICENSEE shall reimburse all labor costs incurred by RAP in an amount not to exceed THIRTY-SIX THOUSAND DOLLARS (\$36,000.00). Prior to using the PREMISES, LICENSEE shall pay a refundable damage deposit to RAP in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). Other than such deposit, which shall be made to RAP prior to LICENSEE's use of the PREMISES, payments must be issued within 60 days from invoice to:

City of Los Angeles Department of Recreation and Parks
Attention: Sean Hinton (sean.hinton@lacity.org) 323-661-9465

4800 Griffith Park Drive
Los Angeles, CA 90027

8. Insurance.

Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, LICENSEE shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LICENSEE or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. LICENSEE will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit B attached hereto and incorporated herein by reference.

d. LICENSEE shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LICENSEE thirty (30) calendar days written notice.

a. If any of the required insurance contains aggregate limits or applies to other operations of LICENSEE outside of this AGREEMENT, LICENSEE shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LICENSEE shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within thirty (30) calendar days of the knowledge of same.

b. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, LICENSEE shall provide CITY at least thirty (30) calendar days (ten (10) calendar days for non- payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to LICENSEE.

e. LICENSEE's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and LICENSEE agrees to reimburse CITY for all money so paid for such procurement or renewal.

- f. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LICENSEE's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

9. Indemnification.

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, LICENSEE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including LICENSEE's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LICENSEE, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

LICENSEE is aware of the condition of the PREMISES and accepts the PREMISES in its present condition, and agrees to abide by all health and safety regulations and orders. LICENSEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

LICENSEE further acknowledges and agrees that it knowingly and freely assumes all COVID-19 related risks, both known and unknown, relating to exercising the terms and conditions of this AGREEMENT and LICENSEE hereby forever releases, waives, relinquishes, and discharges CITY, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of LICENSEE's performance under this AGREEMENT, including but not limited to personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any City Representative or any other person related to COVID-19 sanitization. LICENSEE further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

10. Signage, Websites and Advertisements.

No signs or banners of any kind shall be displayed by LICENSEE unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at LICENSEE's expense, of any sign

previously approved by RAP and installed, or caused to be installed, by LICENSEE. RAP shall review and approve websites and advertisements for content, excluding creative content, regarding the 2023 Los Angeles Haunted Hayride prior to distribution. RAP will approve signage inside and outside of the PREMISES. LICENSEE must comply with the CITY'S sign ordinance and shall limit sign size not to exceed 42' x 30". During the TERM, LICENSEE shall post the signs set forth in Exhibit C at locations to be determined by RAP.

11. Notices and Contacts.

Any notice, request for consent, or statement ("NOTICE"), that RAP or LICENSEE is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either RAP or LICENSEE may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested. All NOTICES shall be addressed as follows:

Contacts for LICENSEE:

CHRISTOPHER STAFFORD
Email: christopher.stafford@thirteenthfloor.com
Phone: 303-219-0730

Contacts for RAP:

Sean Hinton
4800 Griffith Park Drive, Los Angeles, CA 90027
Email: sean.hinton@lacity.org
Phone: 323-661-9465

12. Representations and Warranties.

CITY and LICENSEE each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and LICENSEE, enforceable in accordance with its terms and conditions.

13. No Joint Venture or Agency Relationship.

Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. LICENSEE shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will LICENSEE represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have

authorized or vested in LICENSEE the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

14. Relationship of Parties.

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

15. Safe Practices.

LICENSEE shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), LICENSEE must notify the RAP contacts referenced in Section 16 as soon as possible but no later than twenty-four (24) hours after LICENSEE has knowledge of the incident by telephone call, with a follow up email notice. Notice of non-serious injuries occurring at the PREMISES shall be provided to RAP within seventy-two (72) hours. LICENSEE shall maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to RAP upon receipt of a written request therefor. LICENSEE shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

16. Suspected Child Abuse.

LICENSEE must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. LICENSEE shall notify the RAP contacts specified in Section 16 within 24 hours after a report has been made.

17. Hazardous Substances

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LICENSEE shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used at the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LICENSEE to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored at the PREMISES.

18. Taxes and Possessory Interest

LICENSEE shall pay all taxes of whatever character that may be levied or charged upon the rights of LICENSEE to use the PREMISES, or upon LICENSEE's improvements, fixtures, equipment, or other property thereon or upon LICENSEE's

operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. LICENSEE, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

19. Incorporation of Documents.

This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: Site Map for and Details of the Los Angeles Haunted Hayride

Exhibit B: Insurance Requirements and Instructions for Submission

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

13FEG LA HOLDINGS, LLC.

By: _____
Jimmy Kim, General Manager

By: _____

Date: _____

Title: ___ Manager _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Deputy City Attorney

Date: _____

LOS ANGELES HAUNTED HAYRIDE®

PARK USE 2023

- The specific dates for the event are as follows: Load in on August 28th, EVENT: September 22, 23, 29, 30 October 1, 5, 6, 7, 8, 12, 13, 14, 15, 18-31 but no event shall extend beyond October 31, 2023. Load out: November 1 through 13, 2023.
- The event operating hours are as follows: Sunday through Thursday events will be from 7:00 PM to 10:30 PM; Ticket booths closed at 10:30 PM; out by 11:30 PM. Friday and Saturday events will be 7:00 PM to 12:00 AM; Ticket booths closed at 12:00 AM; out by 1:00AM

Highlights

- EQUESTRIAN TRAIL FENCED OFF WITH 8' PANELS
- PARK OPEN SIGNAGE CREATED IN ADVANCE OF OPERATION IN CONJUNCTION WITH ENTRY MESSAGE BOARD. SIGNAGE TO BE APPROVED BY PARKS DEPARTMENT
- MEETING SET WITH LAFD ON FOG PLACEMENT AND REMEDY TO BE PROACTIVE IN OPERATION
- CUSTODIAL STAFFING TO BE INCREASED NIGHTLY
- PATH TURNED INTO PARK INSTEAD OF LOTS AT FRONT ENTRY
- ACCESS POINTS INCREASED WITHOUT COVERS DURING DAY
- ENTRY FLOW AT RANGER ENTRANCE



8/28 - 11/13

9/4 - 11/13

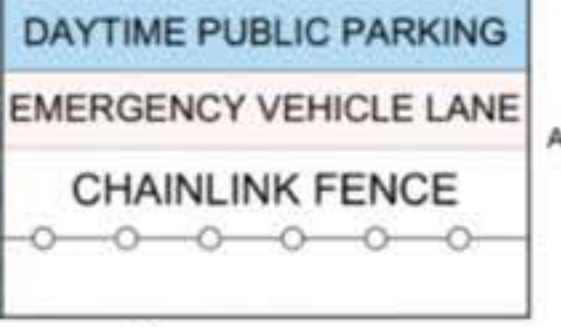
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**THIRTEENTH FLOOR
ENTERTAINMENT GROUP**

Not intended as a contract. This document is for informational purposes only. It is the responsibility of the user to verify the accuracy of the information provided. The user shall be responsible for obtaining all necessary permits and approvals. The user shall be responsible for obtaining all necessary permits and approvals. The user shall be responsible for obtaining all necessary permits and approvals.

**LOS ANGELES
HAUNTED HAYRIDE**

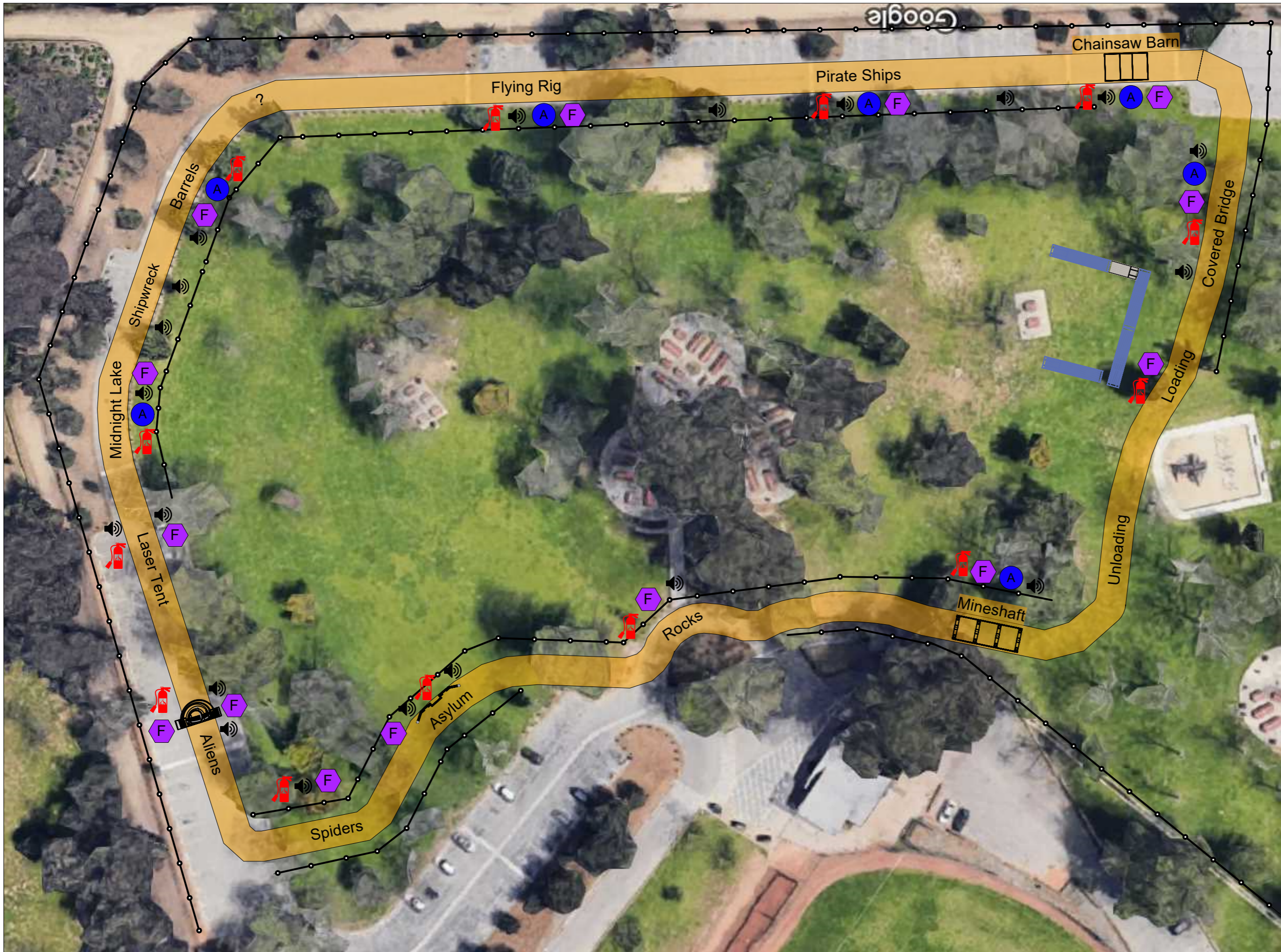
Zone Timeline	
Client Name	GRIFFITH PARK LA
Event Manager	N/A
Event Date	2023
Page	2 of 9





HAUNTED
HAYRIDE

Event Space Use



Title:
LAHH Hayride Layout

CAD File Name:
Hayride Ground Plans

Drawn By:
Jake Gonzalez

Date:
6/13/23

Hayride Path

-  Fence
-  Air Compressor
-  Fog Machine
-  Fire Hydrant
-  Powered Speaker



Title: Maze Plans		
Drawing #: 1	Drawn By: Jake Gonzalez	Date: 5/11/2023
CAD File Name: Hayride Maze Ground Plan.vwx		

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THIRTEENTH FLOOR
ENTERTAINMENT GROUP

LOS ANGELES
HAUNTED HAYRIDE

Midway Layout

Location	GRIFFITH PARK LA
Author	Jon Cooke
Year	2023
Scale	1 : 3



-  - SHIPPING CONTAINER
-  - CANOPY TENT
-  - FIRE EXTINGUISHER
-  CHAINLINK FENCE

LOS ANGELES HAUNTED HAYRIDE®

Structures and Tents 2023

Note: All tents and structures/front facing facades properly secured and weighted down as needed and permitted during annual structural city inspections prior to opening.

Midway

1. 1 - 20' x 30' Retail Tent
2. 1 - 16' x 12' Pumpkin Tower

Stage

1. 1 - 20' x 30' Main Stage

Concession Area

1. Consists of 4 10x10 tents and 3 Food Trucks

Hayride Loop

1. 2 - 20' x 8' container buildings
2. 2 - 20' x 40' tents
3. 1 - 10' x 20' Truss Tunnel
4. 15 - various front facades ranging from 10' to 20' (none with a height over 14')

Attraction 1 (Trick or Treat)

1. 10 - various front facades ranging from 8' to 15'

Attraction 2 (Dead End Diner)

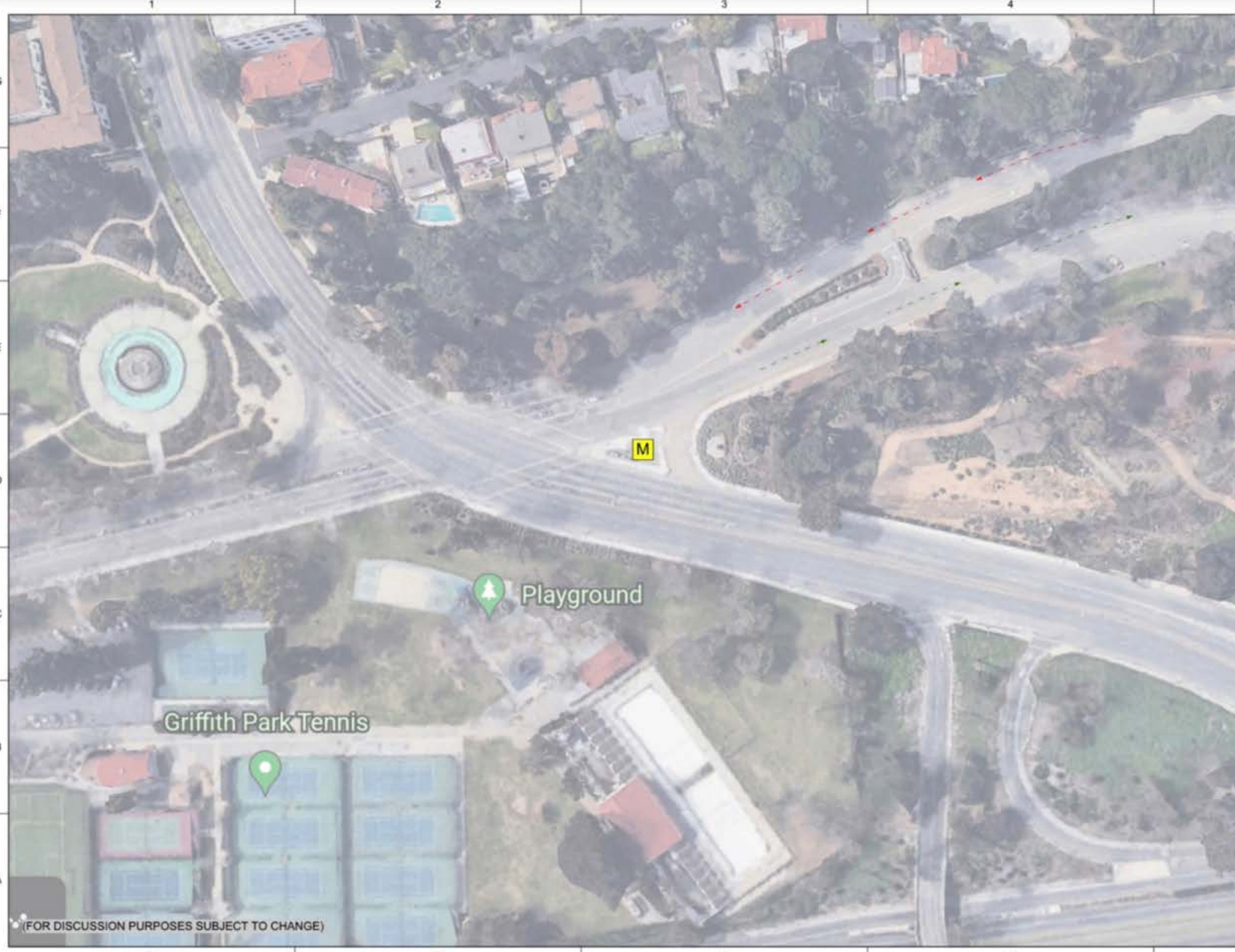
1. 2 - 20' x 8' container buildings
2. 5 - various front facades ranging from 6' to 15'

Attraction 3 (Midnight Mortuary)

1. 40'x60' Tent

Basecamp

1. 3 - 40'x 8' container buildings
2. 2 - 20' x 8' container buildings



THIRTEENTH FLOOR ENTERTAINMENT GROUP

THIS DOCUMENT REPRESENTS VISUAL CONCEPTS AND CONSIDERS THE INFORMATION ONLY. THE APPLICABILITY OF THIS DOCUMENT MUST COMPLY WITH THE BEST AVAILABLE APPLICABLE FEDERAL, STATE, AND LOCAL SAFETY AND HEALTH CODES IN ORDER TO REPLACE THE APPLICABLE AND AVAIL OF A LICENSED PROFESSIONAL ENGINEER. THE DESIGN IS NOT GUARANTEED TO REPRESENT THE PHYSICAL REALITY OF THE DESIGN AND WILL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR AS A RESULT OF THE USE OF THIS DOCUMENT.

LOS ANGELES HAUNTED HAYRIDE

TRAFFIC PLAN ENTRANCE/ EXIT

Client/Design	GRIFFITH PARK LA
Event Designer	N/A
Event Date	2023
Sheet No.	1 of 4

MAZE LEGEND

PARKING AREA

-  - LIGHT TOWER
-  - STAFF MEMBER
-  - MESSAGE BOARD
-  - SIGNAGE
-  - BARRICADE/ CONES

EXAMPLES OF SIGNAGE

- "SPACES AVAILABLE"
- "LOT FULL"
- "PARKING AHEAD"
- "RIDESHARE DROP OFF"
- "LA HAUNTED HAYRIDE PARKING"
- "SHUTTLE TO LA HAUNTED HAYRIDE"

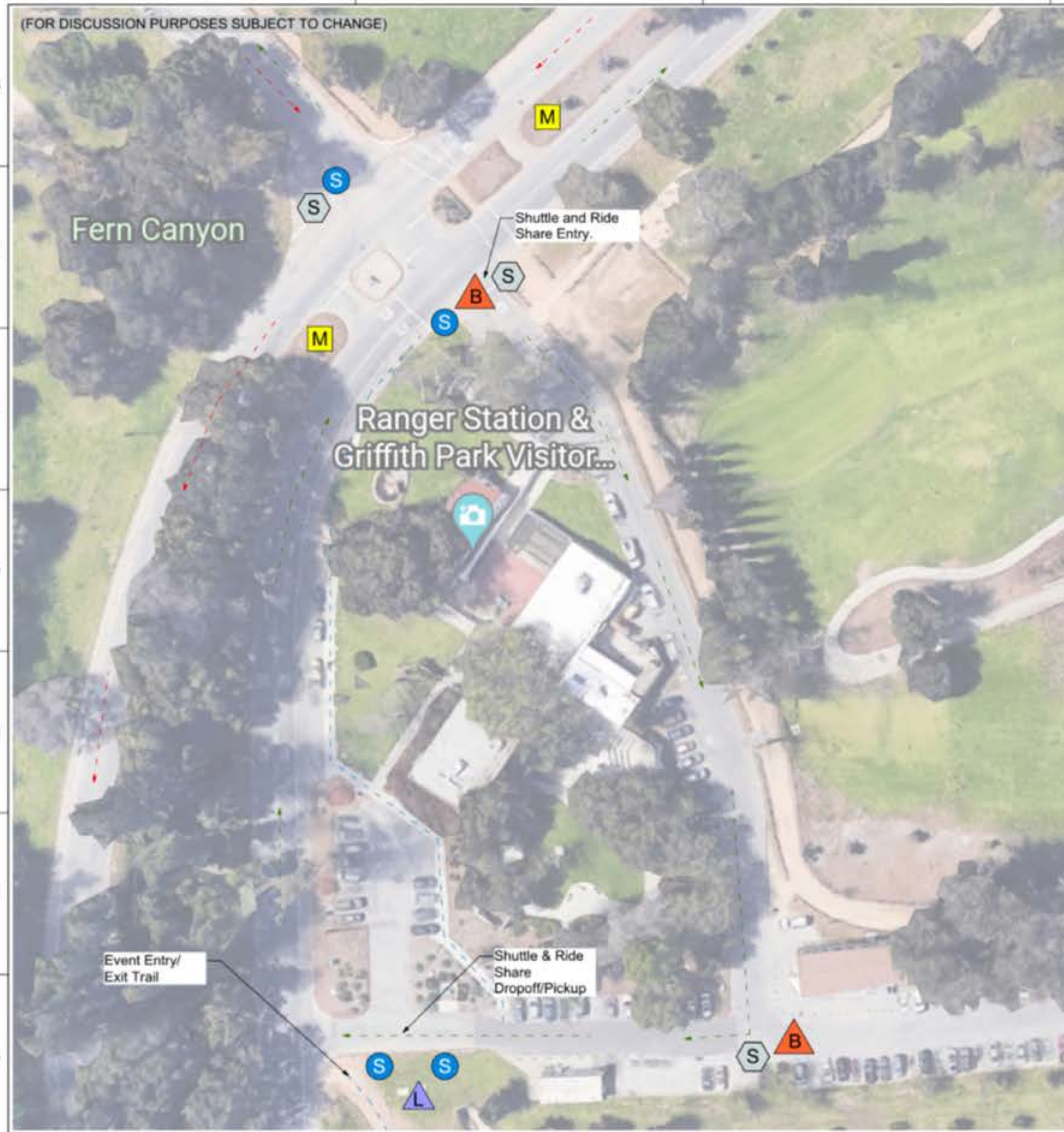
ENTRY TRAFFIC

EXIT TRAFFIC

PEDESTRIAN PATH

(FOR DISCUSSION PURPOSES SUBJECT TO CHANGE)

(FOR DISCUSSION PURPOSES SUBJECT TO CHANGE)



PARKING PLAN CALCULATIONS

Slowest Estimate

Attendance - 1500
 Avg. Attendees per Car - 2.5
 Avg. Turnover - 3
 Spaces Required = 200

Average Estimate

Attendance - 3000
 Avg. Attendees per Car - 2.5
 Avg. Turnover - 3
 Spaces Required = 400

Busiest Estimate

Attendance - 6000
 Avg. Attendees per Car - 2.5
 Avg. Turnover - 3
 Spaces Required = 800



THIRTEENTH FLOOR ENTERTAINMENT GROUP



MAIN EVENT AREA	
Location	GRIFFITH PARK LA
Event Manager	N/A
Event Manager	Jon Cooke
Event Manager	Jon Cooke
Year	2023
Start	2
End	4

MAZE LEGEND

PARKING AREA

- LIGHT TOWER
- STAFF MEMBER
- MESSAGE BOARD
- SIGNAGE
- BARRICADE/ CONES

EXAMPLES OF SIGNAGE

"SPACES AVAILABLE"
 "LOT FULL"
 "PARKING AHEAD"
 "RIDESHARE DROP OFF"
 "LA HAUNTED HAYRIDE PARKING"
 "SHUTTLE TO LA HAUNTED HAYRIDE"



(FOR DISCUSSION PURPOSES SUBJECT TO CHANGE)

EMPLOYEE PARKING 50 SPOTS. RIDESHARE/ CARPOOL ENCOURAGED

Griffith Park Merry-Go-Round
Elaborate carousel dating to 1926

Shuttle Pickup



THIRTEENTH FLOOR ENTERTAINMENT GROUP

LOS ANGELES HAUNTED HAYRIDE

Carousel Parking Area

Client/Design	GRIFFITH PARK LA
Event Designer	N/A
Event Date	2023
Event Dates	3 - 4

MAZE LEGEND

PARKING AREA

-  - LIGHT TOWER
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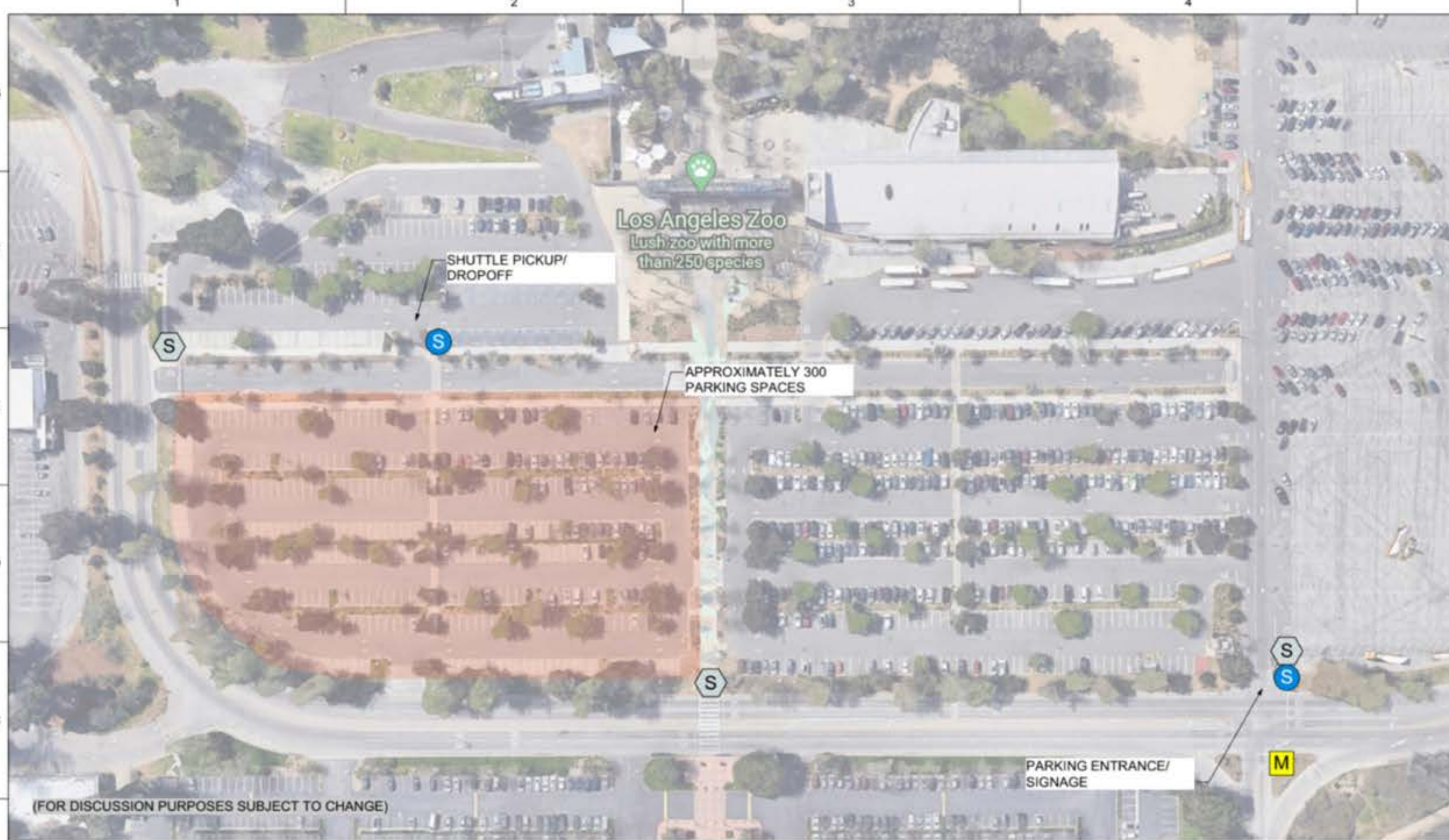
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ENTRY TRAFFIC

EXIT TRAFFIC

PEDESTRIAN PATH



(FOR DISCUSSION PURPOSES SUBJECT TO CHANGE)

Los Angeles Zoo
Lush zoo with more than 250 species

SHUTTLE PICKUP/
DROPOFF

APPROXIMATELY 300
PARKING SPACES

PARKING ENTRANCE/
SIGNAGE



THIRTEENTH FLOOR
ENTERTAINMENT GROUP

PROFESSIONAL REPRESENTATIVE'S SPECIAL CONSULTING AND CONSTRUCTION SUPERVISION
SERVICES TO THE IMPLEMENTATION OF THIS PROJECT HAVE BEEN PROVIDED BY THE BEST QUALITY
AVAILABLE PERSONNEL. THE CONSULTANT HAS CONDUCTED VISUAL AND PHYSICAL SURVEYS AND HAS
PROVIDED AN ANALYSIS OF THE PROJECT'S IMPACTS. THE CONSULTANT IS NOT
QUALIFIED TO ESTIMATE THE STRUCTURAL SUFFICIENCY OF THE EXISTING AND HAS
NOT CONDUCTED ANY STRUCTURAL ANALYSIS OR DESIGN. THE CONSULTANT'S WORK
SHOULD BE CONSIDERED AS A GENERAL GUIDE TO BE USED IN CONJUNCTION WITH
PROPER SAFETY PRECAUTIONS.

**LOS ANGELES
HAUNTED HAYRIDE**

Zoo Parking Area	
Location:	GRIFFITH PARK LA
Event Designer:	N/A
Event Name:	2023
Year:	4 4

MAZE LEGEND

PARKING AREA

- LIGHT TOWER
- STAFF MEMBER
- MESSAGE BOARD
- SIGNAGE
- BARRICADE/ CONES

EXAMPLES OF SIGNAGE

- "SPACES AVAILABLE"
- "LOT FULL"
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- "RIDESHARE DROP OFF"
- "LA HAUNTED HAYRIDE PARKING"
- "SHUTTLE TO LA HAUNTED HAYRIDE"

ENTRY TRAFFIC

EXIT TRAFFIC

PEDESTRIAN PATH

LOS ANGELES HAUNTED HAYRIDE

Narrative

Our goal is to successfully utilize a dedicated traffic and parking team with additional shuttle buses, rideshare pickup/drop-off, message boards, signage and the use of The Los Angeles Zoo Parking Lot to create the smoothest operation flow event we can into the new Los Angeles Haunted Hayride location at Crystal Springs Drive.

Shuttle & Parking Information

Shuttle Type - 35 Passenger

Quantity - Up to 6 in Rotation (will adjust as needed)

Hours of Operation - 30 Minutes Before Opening to 30 Minutes After Closing

***SHUTTLES INCREASED FROM 4-6 NIGHTLY AS NEEDED

Zoo Parking Lot

Shuttle Frequency - Up to 70 passengers picked up every 15 minutes

Merry Go-Round Lot

Shuttle Frequency - Up to 70 passengers picked up every 10 minutes

Staffing

Parking & Traffic Manager - 1

Zoo Lot - 2

Crystal Springs Intersection/ Shuttle & RideShare Turn In - 2

Shuttle/ Ride Share Drop Off - 2

Merry Go-Round Lots - 2-4

Total Employees Including Manager - 9-11

EVENT SECURITY STAFFED AT ZOO AND DROP OFF AS WELL

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability**

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

___ **Professional Liability** (Errors and Omissions)

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

___ _____

___ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

___ **Crime Insurance**

Other:

