

# APPROVED

Sept 07, 2023

## BOARD OF RECREATION AND PARK COMMISSIONERS

### BOARD REPORT

NO. 23-158

DATE: September 07, 2023

C.D. 4

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SHERMAN OAKS CASTLE PARK BATTING CAGES CONCESSION – APPROVAL OF AWARD AND AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE SHERMAN OAKS CASTLE PARK BATTING CAGES CONCESSION TO A.J. FAMILY ENTERTAINMENT, LLC. - CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

B. Aguirre	<u>BA</u>	M. Rudnick	_____
B. Jones	_____	C. Santo Domingo	_____
B. Jackson	_____	N. Williams	_____

  
 \_\_\_\_\_  
 General Manager

Approved   X   <sup>With</sup>   Corrections        Disapproved \_\_\_\_\_      Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve the award of a concession agreement to A.J. Family Entertainment, LLC for the operation and maintenance of the Sherman Oaks Castle Park Batting Cages Concession, for a term of ten years with one five-year extension option exercisable at the sole discretion of the Department of Recreation and Parks (RAP) General Manager;
2. Approve the proposed Agreement between RAP and A.J. Family Entertainment, LLC for the operation and maintenance of the Sherman Oaks Castle Park Batting Cages Concession, in substantially the form attached as Attachment 1 to this report (Agreement) subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3 (Villaraigosa Series), and concurrently to the City Attorney for review as to form;
4. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;

5. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the operation and maintenance of the Sherman Oaks Castle Park Batting Cages Concession;
6. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance, renewal or amendment of any lease, license or permit to use an existing structure or facility involving negligible or no expansion of use] of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
7. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing Notice of Exemptions, and;
8. Authorize the General Manager or Designee to execute the proposed Agreement substantially in the form attached to this report (Attachment 1) upon receipt of all necessary approvals and to make any necessary technical changes consistent with the Board's intent in approving this report and the proposed Agreement.

### SUMMARY

Sherman Oaks Castle Park (SOCP) is a five-acre family entertainment center in Sherman Oaks featuring three landscaped 18-hole miniature golf courses, an arcade, and a food and beverage concession. Located at the center of the property is a 7,500 square-foot medieval castle themed building (Building) that houses the arcade, food and beverage concession, and miniature golf operations. SOCP is open every day of the year, serving approximately 300 thousand guests annually.

The miniature golf portion of the park is operated by RAP. The batting cages, arcade, and food and beverage concession are each operated by independent, private business entities under concession agreements with RAP. The batting cages concession is located adjacent to the Building, and features the latest pitching machines with speeds from forty (40) miles per hour (mph) to eighty (80) mph for softball and baseball practice.

A.J. Family Entertainment, LLC is the current batting cages concessionaire and has been operating the concession since 2007 under an agreement resulting from a Request for Proposal (RFP) (BR No. 06-219) that awarded a concession agreement for a term of ten years with one five-year extension option. The five-year renewal option was exercised in February 2018 through

Supplemental Agreement No. 254 approved by the Board (Board Report 18-031). This extended the agreement's expiration date from May 17, 2017 to May 16, 2022 and authorized a price increase for batting cages rentals. During the COVID-19 pandemic, the batting cages were closed and then operated under limited operations. Therefore, the agreement was further extended by fifteen months to expire on August 16, 2023. (BR No. 22-103).

### RFP AND OUTREACH

On February 8, 2023, RAP released an RFP (CON-M23-001) for the operation and maintenance of the Sherman Oaks Castle Park Batting Cages. Objectives and terms included:

- Provide batting cages equipment and related accessories.
- Provide bats and helmets to customers.
- Provide high-quality, friendly, and professional service with trained staff.
- Provide adequate customer seating.
- Provide all necessary furnishings and equipment.
- Display awareness of the demographics and special needs of the community.
- Coordinate with RAP to develop parties and groups packages.
- Conduct marketing, advertising, and community outreach.
- Respond to all inquiries for service quickly and professionally.
- Maintain cleanliness and appearance of batting cages and surrounding areas.
- Install custom decorative windscreens, benches, and trash receptacles.
- Remit monthly revenue share payment and revenue report to RAP.

The RFP stated that the awarded agreement would be for a term of ten years with an option to extend the term for an additional five years exercisable at the sole discretion of RAP's General Manager. In terms of revenue share, the RFP required a Minimum Annual Guarantee (MAG) of \$325,000 and a minimum Percentage of Gross Receipts (PGR) of (45%) for batting cages rentals and filming and fifteen percent (15%) for retail sales, but encouraged a higher proposed amount for additional consideration. A.J. Family Entertainment, LLC proposed a MAG of \$375,000, which is \$50,000 above the RFP requirement, and a PGR of forty-five percent (45%) for batting cages rentals and filming, and twenty percent (20%) PGR for retail sales which is five percent (5%) above the minimum requirement.

Batting cages is a specialized concession operation and marketing of the business opportunity was performed through outreach via: *Daily Journal* advertisement, LAPARKS.org, RAMPLA.org, social media and direct email to operators of similar batting cages operations in Southern California, including minority-owned businesses. Ultimately, two companies attended a mandatory pre-proposal conference for the RFP which was conducted via Zoom.

### RESULTS OF THE RFP PROCESS

RAP received two proposals in response to the RFP on March 14, 2023, one from The 5, LLC and the other from A.J. Family Entertainment, LLC. Both proposals were evaluated using a two-level review process. The Level I review determined whether each proposer met the

administrative requirements and minimum qualifications specified in the RFP. The 5, LLC did not pass the Level I review as the company lacked the five years minimum required experience in operating batting cages that the RFP required.

A.J. Family Entertainment, LLC passed Level I, qualifying them for Level II evaluation, which involved scoring the proposal using pre-determined evaluation criteria outlined in the RFP. The scoring panel included RAP staff from the Park Services and Concessions Divisions.

Level II scoring categories were as follows:

<b>Evaluation Criteria</b>	<b>Weighted Percentages</b>
Background and Experience	20%
Business Plan	20%
Management and Operations Plan	25%
Compensation Plan	20%
Concession Improvement Plan	15%
Total Evaluation Weight	100%

Level II final average scores for A.J. Family Entertainment, LLC are as follows:

<b>Batting Cages</b>	<b>Evaluation Score</b>
Evaluator #1	93%
Evaluator #2	92%
Final Average Score	92.5%

As part of its proposal, A.J. Family Entertainment, LLC proposed prices to be charged to the public as part of the concession. RAP has determined that these proposed prices are reasonable. In addition, the evaluation panel determined that A.J. Family Entertainment, LLC is well-qualified and passed the minimum threshold requirement for Level II as stated in the RFP. The incumbent is in good standing with RAP and has met all contractual terms and conditions, including timely rent payments, occupancy tax, and insurance requirements. Therefore, RAP staff recommends the award and approval of the Agreement to A.J. Family Entertainment, LLC.

**ENVIRONMENTAL IMPACT**

The proposed project consists of issuance of a license to use an existing facility involving negligible or no expansion of use.

According to the parcel profile report retrieved June 1, 2023, this area resides in a liquefaction zone. This agreement will not create conditions that could lead to liquefaction. This site is not within a coastal, methane, or historic 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 June 1, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://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, but have listed Local Case # XS001662 near the Project area (within 1,000 feet).. The case is a leaking underground storage tank, and was closed by the Regional Water Quality Control Board in 2007. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

#### FISCAL IMPACT STATEMENT

The batting cage concession generated \$1,003,977.91 in 2022, with \$394,751.48 in revenue to RAP. This Agreement would guarantee a minimum annual revenue share of \$375,000. Assuming sales remain at the same level, revenue share for the first contract year could be upwards of \$450,000.

#### STRATEGIC PLAN ITINTIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

**Goal No. 6:** Build Financial Strength & Innovative Partnerships

**Outcome No. 2:** Improved management of rental facilities and concessions

**Result:** The approval of this Report will allow park visitors and the neighboring community to continue to enjoy the batting cages concession for their enjoyment while generating revenue to RAP.

#### LIST OF ATTACHMENTS

- 1) Proposed Agreement for the Operation and Management of the Sherman Oaks Castle Park Batting Cages Concession and Exhibits

This report was prepared by Sonia Robinson, Management Analyst, Special Operations Branch, Concessions Unit.

BATTING CAGES CONCESSION  
OPERATION AND MAINTENANCE  
AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

AND

A.J. FAMILY ENTERTAINMENT, LLC

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**BATTING CAGES CONCESSION  
OPERATION AND MAINTENANCE  
CONCESSION AGREEMENT**

THIS Agreement (hereinafter "AGREEMENT") is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and A.J. Family Entertainment, LLC., a California limited liability company (hereinafter referred to as "CONCESSIONAIRE").

**WHEREAS**, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing batting cages rentals and related services at Sherman Oaks Castle Park (hereinafter "CONCESSION"); and

**WHEREAS**, the CITY finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks available personnel in its employ with sufficient expertise to undertake these specialized services; and

**WHEREAS**, the CITY finds, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation and maintenance of the CONCESSION; and

**WHEREAS**, RAP finds it is necessary to utilize a standard request for proposal (RFP) process and to evaluate proposals received based upon the criteria included in an RFP; and

**WHEREAS**, RAP advertised for proposals for the operation and maintenance of the CONCESSION, to include providing batting cages rental and related services to the public; and

**WHEREAS**, RAP received and evaluated two proposals which were received on March 14, 2023, and

**WHEREAS**, CONCESSIONAIRE was scored as the highest-ranked proposer, and selected to provide batting cages rental and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

**WHEREAS**, CONCESSIONAIRE desires to enter into such AGREEMENT to provide services of the type and character required therein by CITY to meet the needs of the public at the CONCESSION.

**NOW THEREFORE**, in consideration of the terms, covenants and conditions hereinafter to be kept and performed by the respective parties, it is agreed as follows:

**SECTION 1. DEFINITIONS**

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set for:

AGREEMENT:	This Concession Agreement consisting of thirty-three (33) pages and ten (10) exhibits (A-J) attached hereto
BOARD:	Board of Recreation and Park Commissioners
CITY:	The City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners
CONCESSION:	The operation and maintenance of the batting cages at Sherman Oaks Castle Park
CONCESSIONAIRE:	A.J. Family Entertainment, LLC
FACILITY:	Sherman Oaks Castle Park, 4989 Sepulveda Blvd. Sherman Oaks, CA 91403
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	The geographical area, as defined in Section 3 of this AGREEMENT, in which the Concession may be operated (Exhibit B).
RAP:	The Department of Recreation and Parks
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 9/22) [v.1] attached hereto as "Exhibit A" and incorporated herein.

## **SECTION 2. PERMISSION GRANTED**

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE the exclusive right and obligation to operate and maintain the batting cages on the PREMISES ("CONCESSION").

As part of the CONCESSION, CONCESSIONAIRE is granted the right to use the designated PREMISES for the purpose of providing batting cages for rent. The CONCESSION may also offer for sale related accessories such as batting gloves, balls, and helmets, or other related merchandise. Any other activity is prohibited without prior written consent of the General Manager or his or her designee.

The CONCESSION rights herein granted shall be carried on at the FACILITY solely within the limits and confines of said areas designated as PREMISES (Section 3) in this AGREEMENT. CONCESSIONAIRE, by accepting the AGREEMENT, agrees for itself, and its successors and assigns, that it will not make use of the PREMISES in any manner which might interfere with the recreational uses of the FACILITY.

In the event of a conflict between CONCESSIONAIRE and any other concessionaire or any lessee at the FACILITY regarding the services to be offered or products to be sold by respective concessionaires or lessees, RAP shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and CONCESSIONAIRE hereunder agrees thereafter to be bound by said determination.

RAP reserves the right to further develop or improve the PREMISES as it sees fit, without interference or hindrance, however RAP shall consider the desire and views of CONCESSIONAIRE.

### **SECTION 3. PREMISES**

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: Sherman Oaks Castle Park, 4989 Sepulveda Blvd. Sherman Oaks, CA 91403. The PREMISES shall include the batting cages facility, a small operation booth directly adjacent to the cages, the area between the hand rail and the cages, and the areas approximately twenty-five (25) feet away from these, exclusive of the miniature golf area, parking stalls, and the downslope area between the cages facility and the Los Angeles River, and any other portion of the FACILITY that the GENERAL MANAGER, by express written consent, approves for CONCESSION operation. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP.

CONCESSIONAIRE shall not use or allow the PREMISES to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY, relating to sanitation or the public health, safety or welfare or operations at and use of the PREMISES.

### **SECTION 4. TERM OF AGREEMENT**

The term of the AGREEMENT shall be ten years ("Initial Term") with one five - year extension option exercisable at the sole discretion of RAP's General Manager, effective on the date of execution. Neither RAP, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke the AGREEMENT.

### **SECTION 5. OPERATING RESPONSIBILITIES**

CONCESSIONAIRE shall, at all times during the term of the AGREEMENT, comply with the following conditions:

CONCESSIONAIRE shall operate and maintain a high quality batting cages CONCESSION on a year-round basis. The CONCESSION shall include pitching machines, balls, bats, helmets and

other necessary equipment and accessories, all in good condition and meeting applicable safety standards, to be provided to the public.

CONCESSIONAIRE shall ensure a safe and enjoyable CONCESSION. Batting cages pitching machines should be operable and safe at all times.

CONCESSIONAIRE shall provide basic instructions for use of the batting cages and the related equipment free of charge to patrons to ensure their safety.

CONCESSIONAIRE shall monitor customers to ensure all rules and regulations are followed.

CONCESSIONAIRE shall ensure a technician is on site during regular hours of operation and a second technician during peak hours to address equipment repairs.

CONCESSIONAIRE shall coordinate with Facility management and RAP staff to develop and implement a procedure to track and issue Facility group and party packages and passes.

**A. Cleanliness**

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area [at least twenty-five (25) feet] clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with RAP's prior written approval, an enclosed area concealing the trash storage from public view. RAP will incur the cost of all garbage pick-up from the main dumpster for the PREMISES during the term of this AGREEMENT.

**B. Conduct**

CONCESSIONAIRE and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of RAP.

**C. Disorderly Persons**

CONCESSIONAIRE shall use its best efforts to disallow any intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

CONCESSIONAIRE shall post rules and regulations to be followed by patrons of the CONCESSION. Enforcement of said rules and regulations, including any which results in terminating use of the batting cages, shall be the sole responsibility of CONCESSIONAIRE.

## **D. Personnel**

### **1. Freedom from Tuberculosis**

CONCESSIONAIRE, on behalf of all employees of the CONCESSION, shall provide to RAP certificates for each, indicating freedom from communicable tuberculosis as required under Section 5163 of the California Public Resources Code.

### **2. Qualified Personnel**

CONCESSIONAIRE will, in the operation of the CONCESSION, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with RAP. All such personnel, while on or about the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. No person employed by CONCESSIONAIRE, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances, or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct. In the event an employee's conduct is not satisfactory, RAP may direct CONCESSIONAIRE to remove that person from the PREMISES.

### **3. Concession Manager**

CONCESSIONAIRE shall appoint, subject to written approval by the General Manager, a Concession Manager. Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase, and develop the CONCESSION business. During the days and hours established for the operation of the CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

### **4. Approval of Employees, Volunteers and Subcontractors**

RAP shall have the right to approve or disapprove all employees, volunteers, and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain RAP's written approval, if requested by RAP, of all persons operating under the authority of this AGREEMENT on the PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at the PREMISES to RAP prior to



commencing operations pursuant to this AGREEMENT. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at the PREMISES. Each employee, volunteer, or subcontractor (including all employees or volunteers of any subcontractor) shall be required to fill out a form requesting the information required by Section 5164, and RAP reserves the right to fingerprint and conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer, or subcontractor from the PREMISES at RAP's instruction.

**E. Pricing and Standards – Current prices**

1. RAP agrees that CONCESSIONAIRE'S services, including its price for same, shall be within CONCESSIONAIRE'S discretion; but shall be subject to prior approval by the BOARD, and subject to disapproval by the General Manager if the services or equipment is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall provide an updated list of proposed price changes for BOARD approval and shall not change such prices until BOARD approval is granted. The current approved prices for the CONCESSION are set forth below as proposed by CONCESSIONAIRE (Exhibit C).

**Price Structure**

30 Pitches (1 round)	\$6.00
25 Round Discount Book	\$110.00
75 Round Discount Book	\$230.00

2. CONCESSIONAIRE shall offer batting cages rental services as described in CONCESSIONAIRE's Proposal to the RFP, which is attached as Exhibit C to this Agreement and incorporated herein by this reference. Batting equipment provided by CONCESSIONAIRE on said PREMISES shall be of a high quality acceptable to industry standards and in conformance with all Federal, State and Municipal laws, ordinances, and regulations in every respect. At the CONCESSIONAIRE'S expense, the General Manager or his or her Designee may order the improvement or upgrade of the batting cages to ensure public safety and optimal equipment operation.
3. All services offered and/or sold by CONCESSIONAIRE on said PREMISES shall be of high quality and must be related to the ordinary business of the CONCESSION. No adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE. All equipment and merchandise kept for rent

or sale by CONCESSIONAIRE shall be subject to the approval or rejection of GENERAL MANAGER and CONCESSIONAIRE shall remove from the PREMISES any article which may be rejected and shall not again offer it for rent or sale without the written approval of GENERAL MANAGER. At their sole discretion, GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for rent or sale.

4. CONCESSIONAIRE is prohibited from selling food items and other unauthorized merchandise without the written consent of the GENERAL MANAGER.
5. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

**F. Diversion of Business**

CONCESSIONAIRE shall not divert, cause, allow, or permit to be diverted any business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under the AGREEMENT.

**G. Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings, and expendables, but not improvements, from the PREMISES and shall be allowed a period of seven (7) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY.

CONCESSIONAIRE agrees to provide, to the satisfaction of RAP, at a minimum, the following equipment at the PREMISES seven (7) days prior to commencement of operations:

- Provide adequate number of balls to be dispensed by machines.
- Provide sufficient, quality bats and helmets to patrons.
- Have a minimum of one technician on site during regular hours of operation and a second technician during peak hours.
- Provide adequate seating for waiting customers.

**H. Maintenance of Equipment**

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by CONCESSIONAIRE or CITY, such as conduct regularly scheduled repairs and maintenance to the machines, nets and cages and other related equipment. CONCESSIONAIRE shall attempt to repair or replace broken or malfunctioning machines or equipment within 48 hours and ensure that all necessary light bulbs used by and adjacent to the batting cages function adequately and replaced promptly as needed. Electric panels, along with all fixtures, plate and mirror glass, equipment, and personal property therein, must be kept in good repair and in a clean, sanitary, and orderly condition and appearance. RAP will be responsible for utility lines and repairs, including telephone, exterior to the PREMISES.

All maintenance, repairs and replacements of batting cages, pitching machines, seating and all necessary equipment related to the batting cages operation shall be performed at the sole expense of the CONCESSIONAIRE. CONCESSIONAIRE may elect to not use City-owned equipment, with prior written consent of RAP.

No equipment provided by RAP shall be removed or replaced by CONCESSIONAIRE without the prior written consent of the GENERAL MANAGER, and if consent is secured, such removal and/or replacement shall be at the expense of CONCESSIONAIRE.

**I. Claims for Labor and Materials**

CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible matter produced by the CONCESSIONAIRE hereunder), against the CONCESSIONAIRE's rights hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**J. Signs and Advertisements**

CONCESSIONAIRE shall post, implement, and enforce all required safety rules and regulations related to the CONCESSION.

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies.

CONCESSIONAIRE shall place a public notice that A.J. Family Entertainment, LLC operates the CONCESSION. The address and phone number of the CONCESSIONAIRE will be shown along with the notation that all complaints should be referred directly to the CONCESSIONAIRE.

CONCESSIONAIRE shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

**“In Collaboration with the City of Los Angeles Department of Recreation and Parks.”**

Upon the expiration or termination of the AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as RAP may direct, any and all of its signs and displays and in connection therewith restore said PREMISES and improvements thereto to the same condition as prior to the placement of any such signs or displays.

RAP may, at its discretion, install RAP- issued umbrella or canopy shade structures bearing the City's or RAP logo on the PREMISES. Said umbrella or canopy shade structure shall be provided by RAP at no cost to CONCESSIONAIRE. RAP - issued umbrella and/or canopy shade structures shall remain City property and shall be returned to RAP upon the expiration or earlier termination of this AGREEMENT.

**K. Utilities**

CONCESSIONAIRE shall be responsible for all utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for electricity, heat, air-conditioning, and other utility services to PREMISES, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for telephone and internet/Wi-Fi services, which will be in the name of CONCESSIONAIRE.

CONCESSIONAIRE shall reimburse RAP if any utility charges are paid by RAP.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees, CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages occasioned thereby.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs. At the discretion of the General Manager, RAP may require CONCESSIONAIRE to establish recyclables collection and/or implement additional waste diversion strategies within the CONCESSION PREMISES.

**L. Vending Machines**

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines without prior written approval of the GENERAL MANAGER. RAP shall have the right to order the immediate removal of any unauthorized machines.

**M. Safety**

Due to the potential for sports-related injuries to the CONCESSION patrons, the CONCESSIONAIRE shall be required to:

- Publicly post, implement, and enforce all safety rules and regulations related to the CONCESSION;
- Ensure that all staff are trained and knowledgeable of guidelines for the proper operation of the batting cages, ball machines, and related equipment.

In the event that adequate staffing procedures and/or safety monitoring are not being maintained by CONCESSIONAIRE, the GENERAL MANAGER or his or her Designee may direct CONCESSIONAIRE to close the CONCESSION at CONCESSIONAIRE's

expense until it has been determined that it is safe to resume operations.

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (see SECTION 18, "NOTICES," for mailing address) (Exhibit D). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of CITY could lead, to injury, RAP may, in addition to all other remedies which may be available to CITY, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand.

**N. Environmental Sensitivity**

The CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies regarding protection of the environment including the protection of those existing facilities and natural resources at and near the PREMISES. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.

**O. Fund Raising Activities**

CONCESSIONAIRE will be expected to cooperate with RAP personnel on all matters relative to the conduct of RAP fund-raising and/or special events at the discretion of RAP.

**P. Community Outreach**

CONCESSIONAIRE shall coordinate and cooperate with RAP to develop strategies to outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.

RAP and CONCESSIONAIRE agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PREMISES, or the CONCESSION, except as may be legally required by applicable laws, regulations, or judicial order. RAP and CONCESSIONAIRE agree to notify each other in writing of any press release, public announcement, marketing, or promotion of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by either RAP or CONCESSIONAIRE, shall appropriately acknowledge the contributions of both RAP and CONCESSIONAIRE. To the extent stipulated in any grant agreement, RAP and CONCESSIONAIRE shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, RAP and CONCESSIONAIRE shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by

officials and/or representatives of both RAP and CONCESSIONAIRE; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either RAP or CONCESSIONAIRE, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

CONCESSIONAIRE agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

“This concession is operated under a written agreement with the  
City of Los Angeles, Department of Recreation and Parks,  
and is in collaboration with the mission and activities of RAP”

**Q. Amplified Sound**

No amplified sound is permitted by CONCESSIONAIRE in its operations on PREMISES without prior written approval of the GENERAL MANAGER.

**R. Security**

CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

**S. Quiet Enjoyment**

CITY agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions, and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon the CONCESSIONAIRE's quiet enjoyment of the PREMISES, RAP shall have final determination of any solution to such dispute; RAP's final determination shall be binding upon all parties in such dispute.

**T. Filming**

It is the policy of RAP to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of parks for film production purposes. Any commercial filming shall be subject to approval by RAP and the Film Office. All fees for use of park premises by film production companies shall be established and collected by the Film Office in accordance with RAP policies. The Park Film Office may be reached at (323) 644-6220. If PREMISES is used as a film location, CONCESSIONAIRE agrees to report any revenue received from use of the PREMISES and any property of the CONCESSIONAIRE as a film location and to share that revenue with RAP as listed in Section 8.

**U. Receipts**

1. CONCESSIONAIRE shall offer receipts to customers for every transaction.
2. CONCESSIONAIRE shall at all times place a sign within twelve (12) inches of any

cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt is not provided for this transaction, please contact the Department of Recreation and Parks - Concessions Division (213) 202-3280."

## **SECTION 6. IMPROVEMENTS**

The CONCESSIONAIRE will make improvements, repairs, or physical alterations to the CONCESSION as noted below. RAP encourages improvements that will enhance and beautify the CONCESSION, such as decorative custom windscreen designs or other similar improvements. In the event improvements, repairs, or physical alterations are required for any reason during the term of the Agreement, such improvements, repairs, or physical alterations to the batting cages may be initiated by CONCESSIONAIRE with prior written approval from the GENERAL MANAGER.

CONCESSIONAIRE shall install an 8' x 115' custom decorative windscreen above the existing wind screen along the backside of the batting cage along with two custom panels installed on each side of the batting cage to create the appearance of an outfield fence.

CONCESSIONAIRE shall install a 36" cement baseball bollard adjacent to the front entrance of the batting cages.

CONCESSIONAIRE shall install two dual pedestal 6' square bench seats with perforated canopy.

CONCESSIONAIRE shall install two powder coated Jackson steel powder coated benches

CONCESSIONAIRE shall install two 36 gallon Jackson trash receptacles.

These CONCESSION improvements set forth above are valued at \$40,963,00 and must be completed no later than **two years** from the date of final execution of this Agreement. CITY shall hold CONCESSIONAIRE responsible for guaranteeing the completion of all improvements, according to approved plans and conceptual renderings as submitted to and approved by RAP, regardless of cost. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for CONCESSION improvements shall be a material breach of this AGREEMENT. CITY reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, completed as stipulated, or completed to the satisfaction of RAP. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from the CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in Section 12, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified herein, or as may be later prescribed by RAP, are subject to a penalty of One Hundred Dollars (\$100.00) per day for each calendar day over the appropriate time limit. At the conclusion of each improvement, the CONCESSIONAIRE shall submit proof of project completion to RAP. At that point, RAP will inspect the submitted improvement to confirm completion. All improvements shall become the property of the CITY. Additionally, if the value of all such completed improvements is less than \$40,963.00, the CONCESSIONAIRE will be responsible to RAP for the payment of the difference within (30) days of written notification to CONCESSIONAIRE.

RAP reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by CONCESSIONAIRE. Such development or

improvement may require the suspension or termination of the AGREEMENT. RAP shall not be liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES.

**A. Compliance with Applicable Rules and Regulations**

All structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE in the FACILITIES, including the plans and specifications, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances, building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the FACILITIES or CONCESSIONAIRE'S operations therein. The written approval by RAP of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with CONCESSIONAIRE.

**B. Procurement of Permits and Approvals**

CONCESSIONAIRE shall, at its sole expense, and prior to construction of any improvements, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of the equipment, and the interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to RAP. No permission to begin said improvements shall be granted by RAP prior to CONCESSIONAIRE obtaining of said permits and approvals.

**C. Subcontractors**

CONCESSIONAIRE shall require by any contract that it awards in connection with the structural or other improvements, the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to CITY evidence of required insurance coverage.

**SECTION 7. HOURS / DAYS OF OPERATION**

The CONCESSION must be open, weather permitting, in conjunction with the Sherman Oaks Castle Park miniature golf operation, and in coordination with RAP staff. The CONCESSION hours of operation shall be as follows:

Monday through Thursday	10 a.m. to 10 p.m.
Friday	10 a.m. to 11 p.m.
Saturday and Sunday	9:30 a.m. to 11 p.m.

\*Hours subject to change seasonally

CONCESSIONAIRE must post the hours of operation in a location visible to the public and must be open for business during the hours posted. Hours of operation may not be changed without prior written approval of RAP.



CONCESSIONAIRE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use at PREMISES, including concerns related to parking, traffic, and attendance.

## **SECTION 8. REVENUE-SHARING FEE PAYMENT**

As part of the consideration for CITY'S granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to CITY a monthly revenue-sharing fee of:

The greater of:

- The Minimum Annual Guarantee (MAG) of \$375,000.00. The MAG for years two through ten is the previous year's MAG or 90% of the combined gross receipts as set forth below paid to RAP for the previous contract year, whichever is greater. In no event will the MAG for a given year be less than the previous year's MAG.

or

- The combined amounts of gross receipts of the following:
  - 45% of gross receipts of all batting cage pitches rentals and film sales, and
  - 20% of retail/other sales

Refer to SECTION 8.D for the definition of "Gross Receipts."

If the minimum annual revenue-sharing payment is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by the City and the minimum annual revenue-sharing payment will be due to the City by January 15<sup>th</sup> of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

### **C. Revenue-Sharing Payment Due**

Said payment shall be due and payable (postmarked) by the fifteenth (15th) day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Remittance Advice Form (Exhibit E) shall be addressed to:

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Special Operations Branch/Concessions Division  
P. O. Box 86328  
Los Angeles, CA 90086

### **D. Gross Receipts Defined**

The term "gross receipts" is defined as the total revenue collected for services or goods (whether or not such services are performed as a part of or in connection with the sale of goods) by the CONCESSIONAIRE. CONCESSIONAIRE shall maintain an accurate accounting method for the CONCESSION which correctly reflects all gross receipts and

disbursements by CONCESSIONAIRE from the CONCESSION operation. Methods of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents for his CONCESSION, but not include any of the following:

1. Cash discounts allowed or taken on sales;
2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
3. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
4. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;
5. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of CONCESSIONAIRE where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the PREMISES;
6. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
7. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
8. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
9. Fair market trade-in allowance, in the event merchandise is taken in trade;
10. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, if concurred by RAP.

CONCESSIONAIRE shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

12. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;
13. Any losses resulting from bad checks received from consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to CONCESSIONAIRE by customer or purchaser; and,
14. Any arrangement for a rebate, kickback, or hidden credit given or allowed to a customer.

**E. Monthly Revenue-Sharing Reports**

CONCESSIONAIRE shall transmit with each revenue-sharing payment a Monthly Gross Receipts and Revenue-Sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit E), for the month for which a payment is submitted.

**F. Late Payment Fee**

Failure of CONCESSIONAIRE to pay any of the revenue-sharing payments or any other fees, charges, or payments required herein on time is a breach of the AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by CONCESSIONAIRE, the latter recognizes that CITY will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, CONCESSIONAIRE agrees to pay the CITY a late fee set forth below to compensate CITY for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

The acceptance of late revenue-sharing payments by CITY shall not be deemed as a waiver of any other breach by CONCESSIONAIRE of any term or condition of this AGREEMENT other than the failure of CONCESSIONAIRE to timely make the particular revenue-sharing payment so accepted.

**G. Compliance with Identity Theft Laws and Payment Card Data Security Standards:**

CONCESSIONAIRE agrees to comply with all Identity Theft Laws including without limitation, laws related to: 1) Payment Devices; 2) Credit and Debit Card Fraud; and 3) the Fair and Accurate Credit Transactions Act (FACTA), including its requirement relating to the content of Transaction Receipts provided to Customers. CONCESSIONAIRE also agrees to comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS). During the performance of any service to replace, install, program or update Payment Devices equipped to conduct Credit or Debit Card transactions, including PCI DSS services, CONCESSIONAIRE agrees to verify proper truncation of receipts in compliance with FACTA. CONCESSIONAIRE understands that failure to ensure proper truncation will result in the imposition of liability and defense costs that may arise out of consequent litigation.

## **SECTION 9. ADDITIONAL FEES AND CHARGES**

- A. If CITY pays any sum or incurs any obligations or expense which CONCESSIONAIRE has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs, (including CITY'S fifteen percent [15%] administrative overhead cost), damages, and penalties. This amount shall be added to the revenue sharing payment thereafter due hereunder, and each and every part of the same shall be and become additional revenue sharing payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the basic revenue sharing payment set forth in Section 8 hereof.
- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by RAP or not, may result in additional charges; however, any such use without the prior written approval of RAP shall also constitute a material breach of AGREEMENT and is prohibited.

## **SECTION 10. MAINTENANCE OF PREMISES**

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all necessary janitorial duties and damage/maintenance repairs, to the satisfaction of RAP. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

### **A. Interior of Premises**

1. Areas to be Maintained by CONCESSIONAIRE:  
CONCESSIONAIRE shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, and utility systems which may now or hereafter exist thereon, whether installed by CITY or CONCESSIONAIRE. Improvements shall include all buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY-owned facilities (such as operating booth, buildings, fences, posts, signs, electrical hook-ups, tracks, tanks, etc.).

CONCESSIONAIRE shall provide all maintenance, repair, and service required on all interior areas, surfaces, and equipment used in the PREMISES and keep such equipment in good repair and in a clean and orderly condition and appearance. CONCESSIONAIRE shall also be responsible for electrical, mechanical, and maintenance in the interior of the PREMISES, such as lighting fixtures, faucet, spigots; however, CITY shall be responsible for maintenance of utility lines and drains within the walls and floors of the concession PREMISES. Insofar as sanitation and appearance of the PREMISES is concerned, RAP may direct CONCESSIONAIRE to perform necessary repairs and maintenance to the interior of the structure or to the equipment, whether the equipment is CONCESSIONAIRE or CITY property.

2. Duties

CONCESSIONAIRE'S maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and painting that may be required to properly maintain the Premises in a safe, clean, operable, and attractive condition. CONCESSIONAIRE shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by RAP to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and maintenance such as light fixtures in the interior of the premise and operating booth.

**B. Exterior of Premises and Common Passageways**

CITY shall maintain the exterior of all buildings and improvements and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by CITY which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section. In addition, CITY shall be responsible for maintenance of the lawn area within the perimeter of the PREMISES, including mowing and watering, and shall maintain all existing landscaping, trees, and bushes on the PREMISES. CITY shall also maintain the existing water, drain and sewer systems, provided, however, that CONCESSIONAIRE shall make every effort not to clog such systems with.

**C. Correction of Conditions Leading to Damage**

If CONCESSIONAIRE fails, after written notice, to correct such conditions which have led or, in the opinion of CITY, could lead to significant damage to CITY property, RAP may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such PREMISES included in said notice, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand. If, for any reasons, payment of such fees becomes delinquent, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

**D. Property Damage and Theft Reporting**

CONCESSIONAIRE shall complete and submit to RAP a "Special Occurrence and Loss Report," (Exhibit F) in the event that the PREMISES and/or CITY- owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the PREMISES. Blank forms for this purpose shall be provided by RAP.

## **E. Damage or Destruction to Premises**

### **1. Partial Damage**

If all or a portion of the PREMISES is partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by CITY at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expense incurred in making such repairs.

### **2. Extensive Damage**

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by CITY at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by RAP as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges will not abate and CONCESSIONAIRE shall be responsible for the cost and expenses incurred in making such repairs.

### **3. Complete Destruction**

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges shall not abate and CITY may, in its discretion, require CONCESSIONAIRE to repair and reconstruct the same within twelve (12) months of such destruction and CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying CITY revenue sharing payments as determined above during the rebuilding of the FACILITY.

### **4. Limits of CITY'S Obligation Defined**

In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the

commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/reequipping shall be equivalent in quality to that originally installed.

**F. Pest Control**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall be responsible for pest control in and around the PREMISES, including but not limited to, abatement of insects (including roaches, bees, etc.), spiders, rodents, vermin, and other nuisance pests, if the pests are found in or on structures or areas used and maintained by CONCESSIONAIRE, such as any of the following portions of the PREMISES:

1. Any portion of a building or enclosed structure with walls, roof, and doors, such as payment booth, storage facilities, offices and storage containers owned and/or used by CONCESSIONAIRE.
2. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of CONCESSIONAIRE; or areas, structures, or facilities shared by CONCESSIONAIRE and RAP.

Pest control for pests which may cause permanent structural damage to RAP property (for example, termite infestation) shall be the responsibility of CITY. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. RAP may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety.

**SECTION 11. PROHIBITED ACTS**

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the PREMISES, nor do or permit to be done anything which may interfere with free access and passage to the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties.
3. Interfere with the public's enjoyment and use of the FACILITIES or use the PREMISES for any purpose which is not essential to the CONCESSION operations.
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP.

5. Overload any grounds in the PREMISES.
6. Place any additional lock of any kind upon any fence, operation booth, window or interior or exterior door in the PREMISES, or make any change to any existing door or window lock or the mechanism thereof, unless a key is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior and exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay CITY, on demand, the cost for replacement thereof.
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary.;
8. Use, create, store or allow any hazardous materials as defined in Section 25260 of the California Health and Safety Code, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws.
9. Allow any sale by auction upon the PREMISES.
10. Permit undue loitering on or about the PREMISES.
11. Use the PREMISES in any manner that will constitute waste.
12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

## **SECTION 12. PERFORMANCE DEPOSIT**

CONCESSIONAIRE shall provide RAP a sum equal to Sixty-Two Thousand Dollars (\$62,000.00) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.



Form of Deposit

CONCESSIONAIRE'S deposit shall be in the following form:

A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House Association, which cashier's check is payable to the order of the City of Los Angeles.

**A. Agreement of Deposit and Indemnity**

CONCESSIONAIRE unconditionally agrees that in the event of any default, CITY shall have full power and authority to use the deposit in whole or in part to indemnify CITY. All deposits of checks must be immediately deposited by RAP.

**B. Maintenance of Deposit**

Said deposit shall be held by CITY during the entire term of the AGREEMENT.

**C. Return of Deposit to CONCESSIONAIRE**

Said deposit shall be returned to CONCESSIONAIRE and any rights assigned to the deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. The CITY reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the deposit as stated herein, owed to the CITY by CONCESSIONAIRE as shown by any exit audits performed by CITY, or as compensation to CITY for failure to adhere to the terms and conditions of the AGREEMENT.

**SECTION 13. TAXES, PERMITS, AND LICENSES**

A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, certifications, etc. CONCESSIONAIRE shall perform all necessary coordination to ensure performance of permitted activity.

B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to 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.

C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (rent) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents

(\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15<sup>th</sup>) of April, July, October, January of each calendar year, for the preceding three months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, the CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount.

#### **SECTION 14. ASSIGNMENT, SUBLEASE, BANKRUPTCY**

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of CITY. For purposes of this section, a change in the majority ownership of CONCESSIONAIRE shall be deemed a transfer or assignment of this AGREEMENT. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser.

#### **SECTION 15. BUSINESS RECORDS**

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three (3) years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this agreement and for at least three (3) years thereafter.

##### **A. Employee Fidelity Bonds**

At RAP's discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

##### **B. Cash and Record Handling Requirements**

If requested by RAP, CONCESSIONAIRE shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to RAP for approval.

CONCESSIONAIRE shall be required to maintain a method of accounting which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other

business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day-to-day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

**C. Method of Recording Gross Receipts**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. CONCESSIONAIRE shall not purchase or install the cash register before obtaining RAP's written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public.

In lieu of a cash register as described directly above, the CONCESSIONAIRE may install a computerized Point-of-Sale system, including hardware and software, to record transactions and receipts. Such computerized Point-of-Sale system must be capable of providing paper receipts to patrons, have a price display which is and shall remain at all times visible to the public, and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the computerized Point-of-Sale system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased.

**D. Annual Statement of Gross Receipts and Expenses**

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations as specified in the AGREEMENT, in a form acceptable to RAP, on or before April 30th, of each calendar year during the term of the AGREEMENT. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. An extension may be granted in writing, prior to the April 30th due date, by RAP provided sufficient verification of the need for the extension is provided, as accepted by RAP. The charge for late or delinquent Statements shall be One Hundred Dollars (\$100.00) per month or part thereof late.

In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business

so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay CITY within thirty (30) days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

## **SECTION 16. REGULATIONS, INSPECTION, AND DIRECTIVES**

### **A. Constitutional and Other Limits on CONCESSIONAIRE'S Rights to Exclusivity**

Notwithstanding exclusivity granted to Concessionaire by the terms of this Agreement, the City in its discretion may require Concessionaire, without any reduction in rent or other valuable consideration to Concessionaire, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

### **B. Conformance with Laws**

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by CITY with respect to the operation of the CONCESSION;
2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over the CONCESSIONAIRE'S operations; and,
4. Any and all applicable local, state, and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

### **C. Permissions**

Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or RAP and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by CITY or RAP.

### **D. Right of Inspection**

CITY and RAP, their authorized representatives, agents, and employees shall have the right to enter upon the PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE'S operation. Park Rangers are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE, and inform RAP

fully as to CONCESSIONAIRE's conduct of the CONCESSION. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY Employees, or may be made by independent contractors engaged by CITY. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of the AGREEMENT are being complied with.
2. To observe transactions between the CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.
3. To ensure quality control and verify the validity of mandatory operating permits.

**E. Control of Premises**

CITY shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by said CITY. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

**F. Business Inclusion Program**

CONCESSIONAIRE agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit H). CONCESSIONAIRE certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. CONCESSIONAIRE shall not change any of these designated sub consultants and subcontractors, nor shall CONCESSIONAIRE reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit I) when submitting the Monthly Remittance Advice. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit J) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after completion of the AGREEMENT.

**G. First Source Hiring Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the LAAC, as amended from time to time.

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to

perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.

2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:
  - a. At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;
  - b. Interview qualified individuals referred by EWDD; and
  - c. Prior to filling any employment opportunity, the CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed, and the reasons why referred individuals were not hired.
3. Any Subcontract entered into by the CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the LAAC the DAA has determined that the CONCESSIONAIRE intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of the CONCESSIONAIRE's subsequent Contractor Responsibility Questionnaires submitted under LAAC Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONCESSIONAIRE has violated provisions of the FSHO.

#### H. **CEC Form 50**

Certain contractors agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code 48.02..

**Bidder Contributions – City Charter Sections 470(c) (12)**

Concessionaire is subject to Charter section 470(c) (12) and related ordinances. As a result, CONCESSIONAIRE may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office for 12 months after the contract is signed. The bidder's principals and subcontractors performing

One Hundred Thousand Dollars (\$100,000.00) or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

**I. CEC Form 55**

CEC Form 55 requires CONCESSIONAIRE to identify their principals, their subcontractors performing One Hundred Thousand Dollars (\$100,000.00) or more in work on the contract, and the principals of those subcontractors. CONCESSIONAIRE must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. CONCESSIONAIRES who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**J. Executive Directive 35 Requirements and Compliance**

Pursuant to Executive Directive 35, within 30 days of the effective date of this AGREEMENT and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of this AGREEMENT), CONCESSIONAIRE shall report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: CONCESSIONAIRE's and any of its subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the CONCESSIONAIRE shall further request that any its subcontractors for this AGREEMENT input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by City.

**SECTION 17. SURRENDER OF POSSESSION**

CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to CITY on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by CONCESSIONAIRE or CITY, normal use and wear and tear thereof excepted.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of CITY and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by CONCESSIONAIRE under the AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to CITY and shall, without cost to CITY, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the premises to the same or as good condition, ordinary wear and tear excepted, as the same were in it at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have thirty (30) days to effect removal and

restoration. RAP may accept all or a portion of the works, structures, or other improvements on behalf of CITY in lieu of all or a portion of the removal or restoration required herein.

## **SECTION 18. NOTICES**

- A. To CITY:  
Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to:

Department of Recreation and Parks  
Attention: Special Operations Branch /Concession Unit  
P.O. Box 86328  
Los Angeles, CA 90086

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt. Written notices may also be emailed to RAP Concessions Analyst.

CITY shall provide CONCESSIONAIRE with written notice of any address change within thirty (30) days of the occurrence of said change.

- B. To CONCESSIONAIRE:  
The execution of any notice to CONCESSIONAIRE by RAP shall be as effective for CONCESSIONAIRE as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to the CONCESSIONAIRE or to any officer or responsible employee of CONCESSIONAIRE or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail, or transmitted via email by RAP Concessions Analyst. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to CONCESSIONAIRE shall be addressed to CONCESSIONAIRE as follows:

A.J. FAMILY ENTERTAINMENT, LLC  
Attn: JOHN WAWEE  
18871 BRAEMORE RD.  
NORTHRIDGE, CA 91326

CONCESSIONAIRE shall provide CITY with written notice of any address change within thirty (30) days of the occurrence of said address change.

## **SECTION 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 Exhibits are to be attached to and made part of this AGREEMENT by reference:



- A. Standard Provisions for City Contracts (Rev. 9/22) [v.1]
- B. Premises Map
- C. Proposal in Response to RFP No. CON-M23-001
- D. Form General No. 87 "Non-Employee Accident or Illness Report"
- E. Monthly Remittance Advice Form
- F. Special Occurrence and Loss Report
- G. Required Insurance and Minimum Limits
- H. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- I. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
- J. Schedule C, Final Subcontracting Report

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit G ,4) Exhibit B, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8), Exhibit C, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J.

*(Signature Page to Follow)*

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES** has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and CONCESSIONAIRE has executed the same as of the day and year herein below written.

**THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
          JIMMY KIM  
          General Manager

CONCESSIONAIRE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
          Deputy City Attorney

Business Tax Registration Certificate Number: \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number: \_\_\_\_\_

AGREEMENT Number: \_\_\_\_\_

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.



## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. 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 Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** 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, 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), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or 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 **CONTRACTOR**, 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 Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **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, 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), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. 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 Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure



the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

## EXHIBIT 1

### INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# 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 \_\_\_\_\_

\_\_\_\_\_

#### Pollution Liability

\_\_\_\_\_

#### Surety Bonds - Performance and Payment (Labor and Materials) Bonds

#### Crime Insurance

Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



405

# Sherman Oaks Castle Park Facility

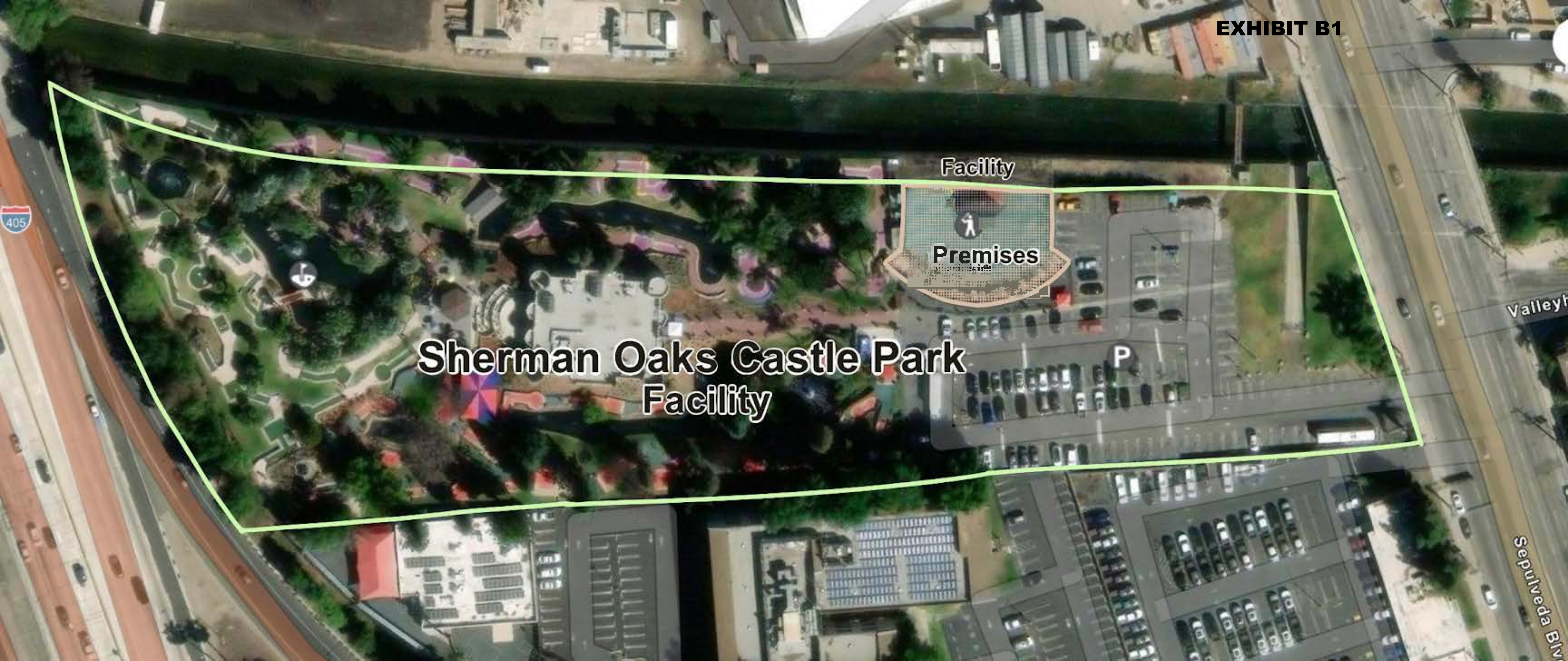
Facility

Premises

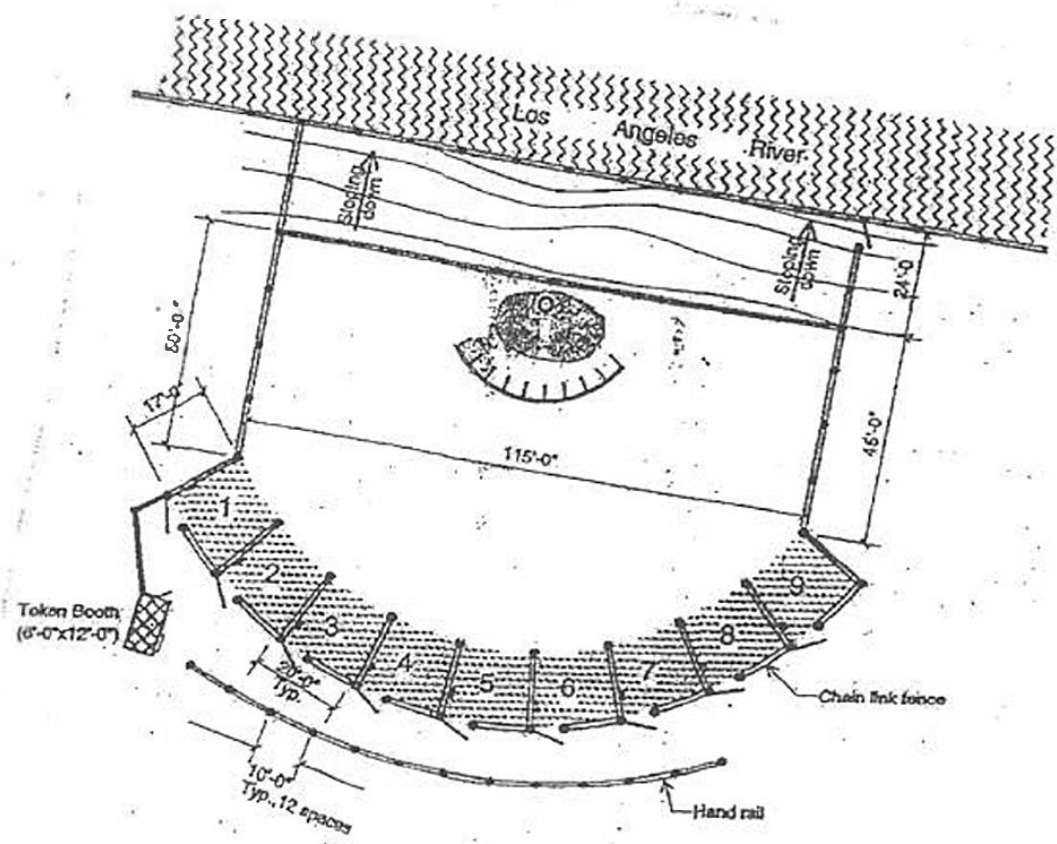
P

Valleyh

Sepulveda Blvd







Scale in feet



**SHERMAN OAKS CASTLE PARK MINI-GOLF COURSE CONCESSIONS**  
**4989 Sepulveda Boulevard, Sherman Oaks, CA 91403.**  
**BATTING CAGES FLOOR PLAN**

Department of Recreation & Parks, Design Division, HB09/15/95, Revised 11/12/96, P.3 of 3

**REQUEST FOR PROPOSAL  
Sherman Oaks Castle Park Batting Cages Concession  
(CON-M23-001)**

**A.J. Family Entertainment, LLC Proposal**



A.J. Family Entertainment, LLC is a Limited Liability Company-Partnership.

John Wawee and M. Andy Slater are both Managing Members.

John Wawee will be the main point of contact to this RFP.

Partnership Office Address: 18871 Braemore Rd, Northridge, CA, 91326

Location Address: 4989 Sepulveda Blvd, Sherman Oaks, CA, 91403

John Wawee 818-489-9468. M. Andy Slater 310-707-8579 Office 818-905-1493

John Wawee E-mail: [johnwawee@yahoo.com](mailto:johnwawee@yahoo.com)

M. Andy Slater E-mail: [andyslater@roadrunner.com](mailto:andyslater@roadrunner.com)

A.J. Family Entertainment, LLC confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

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## **Minimum Qualifications**

### **2.1 Ownership Description**

**2.1.1** Location Address: 4989 Sepulveda Blvd, Sherman Oaks, CA 91403

Company Address: 18871 Braemore Rd, Northridge, CA 91326

**2.1.2** A.J. Family Entertainment, LLC (AJFE) has operated and managed Castle Batting Cages at Sherman Oaks Castle Park since May of 2007 for a total of 15 years and 3 months.

**2.1.3** AJFE is a Limited Liability Company.

**2.1.4** AJFE has 2 Managing Members and 7 employees. We had an annual Gross Revenue of \$1,023,191 for 2022

**2.1.5** John Wawee and M. Andrew Slater are responsible for operations.

**2.1.6** AJFE has no pending mergers.

### **2.2 Description of A.J. Family Entertainment, LLC's experience and knowledge of batting cage operations.**

**2.2.1** AJFE is the current Owner-Operator of the batting cage concession. Additionally John Wawee and Andy Slater managed that same batting cage concession from 1984 to 2007. They also managed a similar cage in Redondo Beach, California from 1986 to 2005.

**2.2.2** John Wawee and M. Andrew Slater have worked in the batting cage industry for 39 years each. 39 years in management including the last 16 years as owner/operators.

**2.2.3** John Wawee and Andy Slater have consulted for Palace Park and Fun Zone, maintaining machines, repairing machines, installing nets, and training management and employees in batting cage operations.

**2.2.4** John Wawee has been Commissioner and held other high level board positions for AYSO Region 174. For further information regarding all of section **2.2** refer to **A. Background and Experience**.

### **2.3 Contracts History**

**2.3.1** AJFE has no contracts which commenced and terminated during most recent twelve (12) months.

**2.3.2** AJFE has no contracts which terminated during 2020, 2021 and 2022.

### **2.4 Current Operations**

**2.4.1** Employees are hired, trained, and promoted by John Wawee and Andy Slater. See **B. Business Plan-Staffing and Management** for further information.

**2.4.2** Methods and controls for accounting include: Reviewing the numbers regularly, separation of duties, documentation, regular managerial reviews, implementing secure measures for the handling of cash and checks, reconciling key accounts and awareness of potential fraud.

## Minimum Qualifications

### 2.5 References

#### 2.5.1 Business References:

##### Dan Hanson

Automated Batting Cages-J&J Amusements, Inc  
4897 Indian School Rd NE, Suite 150, Salem, OR, 97305  
Tel +1 (503) 304-8899  
dan@jjamusements.com

Automated Batting Cages is our main supplier of pitching machines, feeder system, control system and parts.

##### Aaron Vanleek

Rawlings Sporting Goods, Co., Inc  
510 Marysville University Dr. Suite 110, St Louis, Mo, 63141  
Tel +1 (314) 520-8250  
avanleek@rawlings.com

Rawlings Sporting Goods is our main supplier for bats, helmets, and batting gloves.

##### Jeff Uhles

West Coast Netting  
5075 Flightline Dr, Kingman, AZ 86401  
1-800-854-5741  
juhles@westcoastnetting

West Coast Netting supplies our netting.

##### Clint Chuck

Carpet Depot, Inc  
13451 Sherman Way, North Hollywood, CA,91605  
Tel +1 (818) 765-3622  
clint@carpetdepotca.com

Carpet Depot is the supplier of the carpet we use to cover the pitching machine roof.

## 2 Minimum Qualifications

### 2.5 References

#### 2.5.2 Financial References:

#### **Maria Uber**

Union Bank-Small Business Banking  
24240 Valencia Blvd, Santa Clarita, CA 91355  
Tel +1 (661) 383-1775  
maria.uber@unionbank.com

Union Bank is where we have our bank and checking accounts, and our line of credit.

#### **Robert Arshagouni, CFP, CPA**

Cetara  
9176 Independence Ave, Chatsworth, CA 91311  
Tel +1 818.350.0092  
Arshagounir@ceteranetworks.com

Robert Arshagouni is our Accountant and Financial Advisor

#### **Dennis Lambourne**

LPL Insurance – Insurance and Financial Services  
East Lambert Rd, Brea, CA 92821  
Tel +1 (714) 987-3600  
uncd006@gmail.com

LPL Insurance handles our insurance needs and provides financial services.

#### **Richard Wira**

Equote.com  
2731 Shelter Island Dr Suite A, San Diego, CA 92106  
Tel +1 (619) 405-2467  
richard@equote.com

Richard Wira handles our insurance needs and provides financial services.

## Minimum Qualifications

### 2.6 Financial Capacity

#### 2.6.1 Good Standing

AJFE has no qualified opinion in the audited financial statements, including “going concern” issues.

#### 2.6.2 Amount of Investment Required

AJFE estimates an investment of \$132,463 is required to provide services as proposed. This amount includes Start-Up Costs and operating costs for two months. Machinery, inventory, equipment, and operating supplies are minimal for AJFE due to existing assets.

#### 2.6.3 Amount of Investment to begin operations as proposed (to include):

___ Performance Deposit	\$62,000	
___ Inventory	\$2,000	(2 month reserve to supplement current inventory)
___ Equipment	\$1,000	(2 month reserve to replace worn or damaged equipment)
___ Operating Supplies	\$500	(2 month reserve to replace current operating supplies)
___ Improvements	\$3,500	(first year capital improvement-windscreen)
___ Training		
___ Others (list)		
___ 2 Month Payroll Reserve	\$24,000	
___ 2 Month Maintenance Reserve	\$2,000	

#### 2.6.4 Source(s) of Funding

The proposed source of funding for the above amount will be from Cash Reserves.

### 2.7 Financial Documentation:

#### 2.7.1 Cash reserves are to be used to fund the operation.

Statements from Union Bank and Cetera Advising Group for AJFE for the twelve (12) months preceding the release date of this RFP are in **Attachment A**.

A copy of a current credit report/rating for AJFE is in **Attachment A**.



## A. Background and Experience

A.J. Family Entertainment, LLC (AJFE) has been the current operator of Sherman Oaks Castle Park Batting Cages (SOCP Batting Cages) since 2007. John Wawee and Andy Slater are the two owners of AJFE. They have been in the batting cage industry for over 39 years each, having both started their careers at SOCP Batting Cages in 1984. They operated another successful location in Redondo Beach from 1986 to 2005. They have also consulted for, maintained, repaired, and operated other batting cages for companies throughout California.

John Wawee

Experience:

- Manage and administer Sherman Oaks Castle Park Batting Cage with annual sales revenue of over \$1,000,000. Duties include:
  1. Hire, train and supervise a staff of 6-8 employees.
  2. Create all advertising and promotional material
  3. Establish pricing to optimize the number of customers
  4. Order all batting cage and retail equipment
  5. Prepare daily payroll and deposits
  6. Prepare budgets and financial reports for the company
  7. Point of Contact for communication with Rec and Parks Services, SOCP staff and fellow concessionaires
  8. Performs minor repairs and maintenance
  9. Improved the design of standard batting cage netting to insure a safer environment for Sherman Oaks Castle Park
  10. Created unique and detailed batting cage signs
- Managed, staffed and maintained batting cages at Encino Little League
- Consulted for Palace Entertainment. Advising on marketing, customer service, repair and maintenance issues at several locations (El Cajon, San Diego, Fountain Valley, Irvine, Upland, Vista and Dallas, TX).

Education:

- Bachelor of Science Degree in Business Administration, University of Southern California

Organizations:

- American Youth Soccer Organization. Currently serving as a Coach, Coach Instructor, Coach Administrator, Referee and Assistant Commissioner.

Andy Slater  
Experience:

- Manage and administer Sherman Oaks Castle Park Batting Cage with annual sales revenue of over \$1,000,000. Duties include:
  1. Responsible for maintenance and repairs
  2. Hiring, training and supervising a staff of 6-8 employees
  3. Created and manage the company website: [www.castlebattingcages.com](http://www.castlebattingcages.com) and social media accounts
  4. Daily bookkeeping and preparation of deposits
  5. Manage accounts and payroll in QuickBooks
  6. Developed and implemented an employee and customer safety plan
  7. Maintained or repaired machines and equipment from ATEC, ABC, Master Pitching Machine and Jugs Sports
- Consulted for Palace Entertainment. Troubleshooting, repairs, maintenance, and training of employees on those topics at several locations (Anaheim, Bakersfield, Santa Maria, El Cajon, San Diego, California and Phoenix, Arizona).

#### Education

- Bachelor of Arts Degree in Political Science,  
Cal State University Northridge

## B. Business Plan



### Mission Statement

To provide the best service and have the best safety record for a batting cage attraction at a Family Entertainment Center.

### Past Performance

John Wawee and Andy Slater, the management team of A.J. Family Entertainment, LLC, have an excellent past performance record. Over the last 16 years we have been able to navigate some difficult financial waters. We survived the recession of 2008, the loss of 62% of our parking spaces in 2012, and the complete shutdown of our business from March 2020 to February 2021 due to Covid-19 restrictions. Meanwhile, we were able to increase sales over 74% during that 16-year period.

### Available Capital

Union Bank Account	\$148,948
Cetera Investment Account	\$52,000
Union Bank Line of Credit	\$250,000

## **B. Business Plan**

### **Proposed Services**

The batting cages at Sherman Oaks Castle Park are an attraction at a Family Entertainment Center. They are not a standalone or Instructional Batting Cage. Those have completely different business models than ours. We operate a high-volume Batting Cage concession with the best service possible, while maintaining our impeccable safety record.

While up to half our patrons are beginning ball players up to the professional level, the other half of our clientele have no experience whatsoever. Some don't even know what the game of baseball is. It is entirely possible for us to have a major league baseball player use one stall, while a grandmother is batting in another stall.

Serving the general public opens a new source of revenue but it also presents a unique set of challenges. As Owner-Operators we are the day-to-day managers of this concession. We recognize these challenges and train our staff accordingly. All staff are thoroughly screened, trained, and managed by us. Employees are taught to assess the skill set of the potential batters and direct them to the appropriate cage. Basic batting instruction is offered free of charge to any patron with limited experience to ensure their safety. Customers are constantly monitored to be sure all rules are being followed.

We offer the use of best pitching machines designed with the family entertainment industry in mind. We have 40 through 80 mph baseball, fast pitch, low-arc and high arc softball. These machines, by Automated Batting Cages, are proven workhorses. We know they can run all day, every day in a safe manner and still be simple enough for an inexperienced batter to use.

We offer high quality no-fee equipment rentals. Batting gloves and other merchandise are available for sale.

While our employees are trained and able to offer basic hitting instruction free of charge, this is not an Instructional Cage. With our business model, we wish to serve as many people as possible at a reasonable price. Our patrons want to be able come in right before a game, bat one or two rounds and then rush to their game. Or the patron may have never batted before, walked by, and just wanted to give it a try. An instructional cage cannot accommodate this volume. Under an instructional cage business model, use of the cages becomes very limited and only available to a select group of patrons.

## B. Business Plan

### Staffing and Management

John Wawee and Andy Slater are owner-operators. We have over 39 years each in the Batting Cage industry (please see Experience and Knowledge). We will be on-site, managing the batting cages. Our duties will include:

- Hiring and Training Employees
- Managing Employees
- Administrative duties
- Implementing Safety Programs
- Daily Bookkeeping and Deposits
- Maintenance of the Machines, Netting and Facility
- Working Shifts

Minimum Staffing			
	Mon - Thu	Fri	Sat & Sun
	<i>Employees</i>		
<b>Day shift</b>	1	1	2
<b>Mid Shift</b>		1	1
<b>Night Shift</b>	2	2	2

In addition to the employees listed above, at least one manager is there daily to supervise employees, do maintenance, bookkeeping, work shifts, and give employee breaks.

Staffing will be increased for busier time periods March-August and on certain weekends throughout the year.

All employees will be 18 or older. They will go through an extensive screening process; all background and reference information will be checked. Only one applicant is hired out of every 75 applications turned in. We are an Equal Opportunity Employer and do not discriminate on the bases of Race, Color, Religion, Sex, Age, or National Origin.

Once hired, employees go through an intensive training program with a manager. They are taught the specific duties of being an attendant; skills in customer service, handling cash and credit payments, how to properly operate and adjust the machines, and techniques in assuring customer safety. They also go through an Injury and Illness Prevention Program.

After passing through the initial training and probationary period, employees are still closely supervised by a manager. Their education continues with training in the maintenance and minor repairing of machines, how to repair and replace netting, and bookkeeping procedures.

## **B. Business Plan**

### **Marketing Plan**

#### **Location**

The property is located at 4989 Sepulveda Blvd, Sherman Oaks, CA. This is within a quarter mile of the intersection with Ventura Blvd, one of the busiest intersections in Los Angeles. It is also at the intersection of the 101 and the 405 freeways. Each of those freeways have over 370,000 cars pass through daily. The 5, 10, 134, 210, 118 and the 170 Freeways are all within 10-15 miles of the location.

#### **Demographics**

The San Fernando Valley has a population of 1,838,599. There are 11 Little Leagues in the San Fernando Valley and 7 more within a 10-mile radius. There are numerous adult baseball and softball leagues.

The median price home reached \$683,300 in 2021. The Valley's Median household income is \$78,810. The San Fernando Valley population is ethnically made up of 39% White, 42% Hispanic, 11% Asian and 4% black.

#### **Target Demographics**

##### **Serious Baseball and Softball Players**

We have taken several steps to attract the serious baseball and softball player.

- To accommodate the high volume of traffic, customers must rotate after each round. Baseball players get in a routine of wanting to bat one or two rounds as close to their game time as possible.
- Serious players know and desire the use of high end equipment. That's why we offer the top model lines from Easton Bats and Rawlings and Evo Shield Helmets.
- They want exceptional lighting for night time practice. That's why we replaced three 400 watt fixtures with 1000 watt fixtures. Making the batting cage stalls and field area as bright, or brighter, than any real game conditions.
- We understand that the majority of our softball customers play in the Valley Municipal Recreation Leagues. In those leagues, they have unlimited arc pitching. The higher level of competition, the higher the arc. We offer three high arc softball machines. One machine is set at an 18' arc, and the other two are at a 15' arc. We also offer one low arc cage for customers in the limited arc leagues.
- We have installed two dual machines. The demand for fast pitch softball is very low. But, instead of eliminating that market altogether we added a high arc softball machine to that batting cage stall. Customers can choose between fast pitch and high arc at the coin box. The other dual machine is set up so we have a batting cage stall with either 40 mph baseball or high arc softball. 40 mph is very popular during the early morning hours while high arc softball is popular during the night time hours.

## B. Business Plan

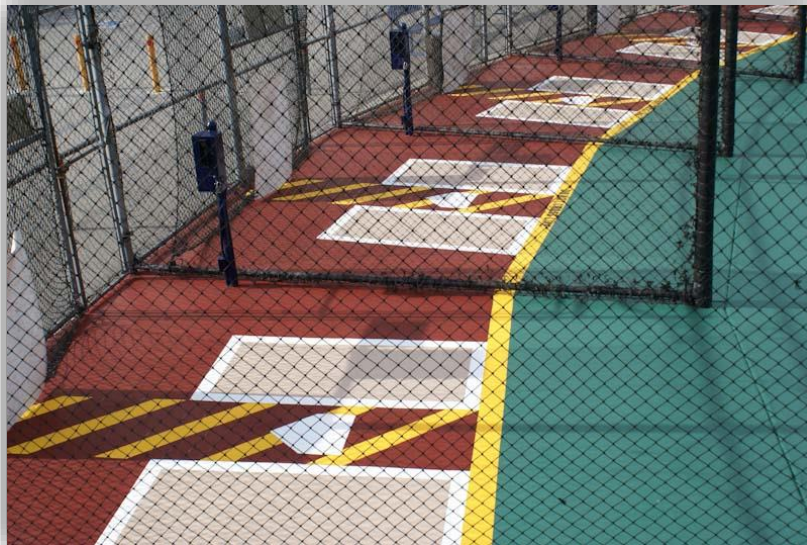
### Marketing Plan

#### Target Demographics

##### General Public

Being an attraction at a Family Entertainment Center, we understand that a good percentage of our customers do not play baseball/softball on a regular basis or play at all. We have taken several steps to attract these customers as well.

- The Batting Cages are the first attraction the customer sees as they enter the property. We always try to keep the batting cage clean and inviting.
- We understand that the average customer from the general public requires more assistance than a regular baseball/softball player. The customer may desire batting instruction or help with correct equipment selection and size. Our employees are trained to offer this assistance. We explain why a bat may vibrate while batting, and how to stop it from happening.
- We have a low arc (20 mph) softball cage. We encourage beginners or inexperienced children to use it. We are the only batting cage we know of in the Los Angeles area to offer the low arc softball cage.
- We have a height adjustment (elevation control) in a 40-mph baseball cage where the customer can actually adjust the height of the pitch. Normally a machine will be adjusted to a standard height strike zone. Our 40-mph pitching machine has a wide variety of batters and therefore a wide variety of heights. This stall will have patrons that will be anywhere from a small child up to an inexperienced adult batting. With this control box, the customer can adjust the height of the pitch.



## B. Business Plan

### Marketing Plan - Pricing

At \$.20 per pitch, our base price is right in line with our competition.

<b>Name</b>	<b>Location</b>	<b>Price</b>	<b>Price Per Pitch</b>
Batcade	Burbank	\$10.00 for 50 Pitches	\$ .20
So Cal Hitting Zone	Chatsworth	\$4.00 for 20 Pitches	\$ .20

### Current Pricing

<b>Rates</b>		<b>Discount Rates</b>	
30 Pitches (1 round)	\$6.00	25 Rounds	\$110.00 (\$40 Savings)
		75 Rounds	\$230.00 (\$220 Savings)



## B. Business Plan

### Marketing Plan-Promotions

#### Group/Party Package Add-On

In a cross promotion with miniature golf and the other concessions at Sherman Oaks Castle, we offer a discounted rate of \$4 per round for Birthday and Group parties. Customers are offered a significant discount of 33% for booking their group or party thru the Castle as part of a group package.

#### Holiday Special

During the Holiday Season, from the end of November through December 25<sup>th</sup>, we put our Discount Books on sale. The Discount Books are a great value to begin with, but with the additional savings, they are a very attractive gift idea. They also bring in extra revenue during the off season.

#### Monday Team Pricing

When we re-opened after the pandemic, we were operating under many restrictions. We eliminated our time rentals because we wanted to move our customers in and out as fast as possible and we couldn't have any groups of people hanging around. While that strategy made us more money per hour than actually selling time rentals, it eliminated a segment of the community that really enjoys the batting cages. It meant the baseball and softball teams, especially from underserved communities could not come in together.

So to help bring those baseball and softball teams back in, we will have one hour time rentals available for teams or groups on any Monday when LAUSD schools are in session. This means Monday time rentals would not be available on holidays, spring, summer or winter break.

We also plan to run a cross promotion with the Café whenever they re-open so that these teams can eat their lunch or dinner together if possible.

Promotion	Amount	Price	Savings
Group/Party Package Add-On	30 Pitches	\$4.00	33%
Holiday Special Discount Book	25 Rounds	\$100.00	33%
Holiday Special Discount Book	75 Rounds	\$210.00	53%
Monday Team Special	1 Hour Time Rental	\$75.00	38%

## **B. Business Plan**

### **Marketing Plan**

#### **Advertising**

We currently advertise in:

- Sherman Oaks Little League. We are a sponsor there. We have signs up at three of their fields and an ad in their yearbook.
- Granada Hills Youth Recreation Center. We have signs up at their baseball and soccer complex and have an ad in their yearbook.
- We distribute promotional passes at various LAUSD schools and baseball and softball games/tournaments.
- Social Media. We have our own website [castlebattingcages.com](http://castlebattingcages.com). We also have our own account on Twitter @castlebatting and Instagram @castlebattingcages.

#### **Publicity**

- Los Angeles Magazine named Castle Batting Cages in Sherman Oaks in an article titled "L.A. At Night. 150 things to do when the sun goes down."
- At least once a year we are the location for local news spots for weather and baseball related stories. Most recently the Major League Baseball labor dispute of 2022.
- We have been the location for many television and film batting cage scenes including the hit television show Modern Family.
- The L.A. Times had a quote and picture of John Wawee, on the front cover, for a story on the start of a baseball season.
- CBSNews.com named us as the first batting cage in their 2012 article on the best batting cages in Los Angeles. We were called spiffy, snazzy and some of the slickest cages in the southland.

## **B. Business Plan**

### **References**

#### **Business:**

#### **Dan Hanson**

Automated Batting Cages-J&J Amusements, Inc  
4897 Indian School Rd NE, Suite 150, Salem, OR, 97305  
Tel +1 (503) 304-8899  
dan@jjamusements.com

#### **Aaron Vanleek**

Rawlings Sporting Goods, Co., Inc  
510 Marysville University Dr. Suite 110, St Louis, Mo, 63141  
Tel +1 (314) 520-8250  
avanleek@rawlings.com

#### **Jeff Uhles**

West Coast Netting  
5075 Flightline Dr, Kingman, AZ 86401  
1-800-854-5741  
juhles@westcoastnetting

#### **Clint Chuck**

Capet Depot, Inc  
13451 Sherman Way, North Hollywood, CA,91605  
Tel +1 (818) 765-3622  
clint@carpetdepotca.com

#### **Customer/Personal:**

#### **Mel Levine**

Gibson, Dunn & Crutcher LLP  
2029 Century Park East Suite 4000, Los Angeles, CA 90067-3026  
Tel +1 310.557.8098 • Cell +1 310.779.1000  
MLevine@gibsondunn.com • www.gibsondunn.com

#### **Oscar Jimenez**

President-Granada Hills Youth Recreation Center GHYRC  
15710 Celtic St, Granada Hills, CA 91344  
Tel +1 (818) 321-1523  
Oscar\_e\_jimenez@yahoo.com

#### **Financial:**

#### **Maria Uber**

Union Bank-Small Business Banking  
24240 Valencia Blvd, Santa Clarita, CA 91355  
Tel +1 (661) 383-1775  
maria.uber@unionbank.com

#### **Robert Arshagouni, CFP, CPA**

Cetara  
9176 Independence Ave, Chatsworth, CA 91311  
Tel +1 (818) 350-0092  
Arshagounir@ceteranetworks.com

#### **Dennis Lambourne**

LPL Insurance – Insurance and Financial Services  
East Lambert Rd  
Tel +1 (714) 987-3600  
uncd006@gmail.com

#### **Richard Wira**

Equote.com  
2731 Shelter Island Dr Suite A, San Diego, CA 92106  
Tel +1 (619) 405-2467  
richard@equote.com

#### **Greg Waskul**

Senior Softball Player  
Tel +1 (818) 926.0079  
gregwaskul@aol.com

#### **Eric Van Gilder**

President-Sherman Oaks Little League  
4845 Woodman Ave  
Tel +1 (818) 618-1950  
eric@promotrack.com

Please see letters of recommendation on following pages and in Attachment C



J&J Amusements, Inc.

4897 Indian School Rd NE.

Suite 150

Salem, OR 97305

P: 503.304.8899

F: 503.304.1899

[www.jjamusements.com](http://www.jjamusements.com)

March 10, 2023

To whom it may concern,

I am pleased to write this letter of recommendation for John Wawee, a long-time business customer of ours. John's primary business is providing a place for all walks of life to come swing a baseball/softball bat in a safe and wholesome environment. We've had the pleasure of working closely with Castle Batting/AJ's Family Entertainment center for over 35 years, and we have been consistently impressed with their professionalism and dedication to excellence.

We supply Family Fun Centers, specifically batting cage equipment, all over the world. During our time working with John and his company, they have demonstrated a deep understanding of the batting cage industry and a commitment to delivering the highest quality products and services to their customers. They have always been responsive to our requests and have shown a willingness to go above and beyond to ensure that our partnership is successful. They are Top-notch among the elite.

One of the things that has impressed us most about John is his ability to adapt to changing market conditions and customer needs. They are always looking for ways to improve their products and services, and they are not afraid to try new approaches or take calculated risks to stay ahead of the competition.

Additionally, John has always been a pleasure to work with on a personal level. He is courteous, respectful, and always maintains a positive attitude, even in the face of challenging circumstances. We have truly enjoyed our business relationship with John, and we would highly recommend them to any other business looking for a reliable, professional, and innovative partner.

In summary, John Wawee has been an outstanding customer who we have had the pleasure of working with for over 35 years. A.J. Family Entertainment has demonstrated a commitment to excellence in all aspects of their business and we are confident they will continue to be successful for many years to come. We strongly recommend John and A.J. Family Entertainment to any other business looking for a partner they can trust and rely on.

Sincerely,

Dan Hansen

General Manager



March 6, 2023

To whom it may concern:

On behalf of the hundreds of senior softball players who enjoy our opportunity to sharpen our batting skills at the Sherman Oaks Castle Park Batting Cages, I am writing this letter to let the Department know how much we appreciate the great experience John Wawee, Andy Slater and their team provide for all of us.

We have players from age 50 to 90 (yes, 90!) in our various senior softball leagues and regularly scheduled pickup games in the San Fernando Valley. We don't have organized practices, so we need a place that is safe and convenient to get our batting stroke locked in. And although there are other batting cages within driving distance, we all prefer the Castle batting cages.

The reasons are many, but they start with the fact that the Castle batting cages are expertly run by John and Andy, who take a heartfelt personal interest in their customers. They provide a clean, safe environment with pitching machines that are perfectly calibrated and pricing that is reasonable. Their checkout equipment is clean, sanitized and of excellent quality. Their staff is well-trained, courteous and professional, and they always have a smile when we interact with them. They make it a very enjoyable place to be, whether their customer is 9 years old, 90, or anywhere in between.

I have played softball for many years, and over that time I have visited many batting cages. None compares to the Castle batting cages, which are extremely well-maintained and managed. After a 40-foot fall a decade ago, my doctors told me I would likely never walk without a walker or wheelchair, let alone play softball. When I decided to try to play and realized I would need help to hit, the first person I met at the cages was John Wawee. He worked with me to hone my swing, and provided the encouragement I needed to help me believe in myself. Over the last five years, I have visited the cages multiple times each week. I have progressed from being a player who was hitless in my first 13 senior softball at-bats to regularly batting over .800 (and sometimes over .900) in our league seasons. I even started the higher-level all-star game at third base last season. I have risen from a "4" rating to an "8". I am so proud of this. Not many senior players improve much, because it's not easy to get better at anything when you are approaching age 70. And yet many of us have significantly improved our hitting, thanks to John and Andy.

I tell everyone I know that I owe it all to the cages, and to the care and concern the Castle batting cages team shows not just for me, but for everyone who visits the cages. For all of us, the fun we experience and the friendships we have made in our senior softball experience are an important source of joy in our lives, and the cages are a key part of our senior softball experience. We are thankful to John and Andy (and to the wisdom of the Department of Recreation and Parks to continue to have them running the cages), so that we will always have this wonderful resource that helps us improve our self-confidence and the quality of our play, and thereby, lifts our spirits and enriches our lives.

Sincerely,



Greg Waskul  
Senior Softball Player  
gregwaskul@aol.com  
(818) 926-0079

To whom it may concern:

I am writing to enthusiastically support your approving the application by A.J. Family Entertainment, LLC to renew its contract to operate the batting cages at Sherman Oaks Castle Park. I have been a long time customer of theirs, having used their batting cages frequently for at least twenty years.

In my extensive experience with their operation, I have found it to be exceptionally well run and highly reliable. They are transparent with their customers and maintain reasonable prices. They keep an extremely clean and safe operation. They deal with operational constraints such as rain efficiently and safely. They are also extremely customer-friendly. They go out of their way to accommodate customers, sometimes opening early to accommodate customers who have an early game and want to get some batting practice before the normal batting cage hours. They go to great lengths to assure the safety of their customers, being sure that the machines are working properly before allowing customers to use them.

Over the years, I have had only the most positive experiences at the Castle Batting Cages and it would be a great loss to the community for them to no longer operate such an excellent facility.

**Mel Levine**

**GIBSON DUNN**

Gibson, Dunn & Crutcher LLP  
2029 Century Park East Suite 4000, Los Angeles, CA 90067-3026  
Tel +1 310.557.8098 • Cell +1 310.779.1000  
MLevine@gibsondunn.com • www.gibsondunn.com

## B. Business Plan

### Maintaining and Monitoring Customer Satisfaction

Customer satisfaction is dependent on excellent customer service. Which, along with customer safety, are our primary goals.

Excellent customer service will be achieved with the following procedures:

- **Employee hiring and training** (please see the Staffing and Management section for the details of this rigorous process). Employees are taught to always maintain their high level of service.
- **Keeping employees motivated.** Employees are given a wage and benefit package above the standard in the batting cage industry. Employees have flexible work periods (we have part time and full-time jobs. Day and night shifts are available.) Award programs will be set up to recognize the employee with the best customer service record within a certain time period.
- **Supply an excellent product.** We use ABC machines, Easton Bats, and Rawlings and Evo Shield Helmets. All leaders in their prospective industries (please see the Equipment and Merchandise section). Equipment is replaced with new equipment on a regular basis.
- **Know your customer.** Over the years, our experience has shown us what our customers like and dislike. But we are constantly communicating with our customers, learning and trying new ideas. We are owner-operators, not an absentee owner with a manager. We will be on site, working shifts and talking to customers every day.
- **Listen to your Customer.** If a customer cannot talk to a manager-owner immediately, or if they wish to make a comment or suggestion anonymously, a phone number will be posted on a sign and printed on every receipt that they can call and their concerns will be addressed within 24 hours. We also plan to create a survey form on our web site to monitor customer satisfaction. The survey questions will change periodically depending on what areas of customer satisfaction need to be addressed. We also monitor reviews and comments on third party websites (Google and Yelp) to provide us feedback.

## **B. Business Plan**

### **Maintenance Schedule**

#### **Daily**

1. Visually inspect and repair as necessary all netting (overhead, back, sides, in front of the machines, in between and overhead batting stalls).
2. Visually inspect and clean debris from the entire batting range (spectator area, batting stalls, pit area, and field area).
3. Visually inspect and repair as necessary all fencing.
4. Make sure all backstops are secure and properly hung.
5. Visually inspect all coin boxes and coin mechs to ensure they operate properly.
6. Count baseballs and softballs. Add or subtract balls to achieve the proper feeding levels (100 baseballs, 50 Softballs) Do not add new balls with old ones.
7. Check the hoppers and conveyor belt for any foreign objects. Remove if necessary.
8. Check the machines for worn out wheels, that the wheels are secure and properly aligned. Change as necessary.
9. Visually inspect all ball chutes and ball chute guides for proper alignment.
10. Inspect pinch rollers for wear. Replace as necessary.
11. Visually inspect all plugs and receptacles.
12. Visually inspect all wiring from the light boxes to the ball counters, pinch rollers, pitching machines and agitators. Replace any broken wire ties as needed. Make sure that all wire leads to the ball counters have a properly attached crimp-on fork terminal and that it is firmly connected to the micro-switch leads.
13. Run 100 pitches on each machine. Run a maximum of 5 machines at a time. While running the 100 pitches you need to check for the following:
  - a. Check for the proper sequencing of the light boxes. (Yellow light comes on first, machine starts; red light comes on, pinch roller starts. Pinch roller stops and lights turn off after last pitch. Machine turns off after 5 to 10 minutes, if not used again).
  - b. Visually check to see where the ball passes through the netting holes. The ball should pass through the center. If not, adjust netting hole.
  - c. Watch if ball counters are counting properly.
  - d. Check the red and yellow lens caps and light bulbs. Replace any broken lens caps or burned-out bulbs.
  - e. Visually inspect pinch rollers for proper height adjustment. Check for proper timing between pitches (a minimum of 6 seconds).
  - f. Adjust machines, as necessary, to the proper speed, height and location over the plate. Monitor throughout business hours. Pitching machines will need to be adjusted during the long hours we are open.
  - g. Watch and remove any worn or cracked Baseballs/Softballs
  - h. Visually inspect the feeder system. Make sure the conveyor belt is free from obstructions and that all motors and dishes are turning properly.
14. Visually check all bats for cracks, defects, or worn-out grips. Replace as needed.
15. Visually check all helmets for cracks and defects. Replace as needed.



## **B. Business Plan**

### **Maintenance Schedule**

#### **Weekly**

1. Lower main net at the center pole and back ropes. Check for and repair any holes along the back netting and in the main canopy netting. Remove any balls stuck in the back netting. Raise the net and tighten ropes for the back net.
2. Clean wheels as needed.
3. Check the set screw on pinch rollers.
4. Using a wet/dry vacuum, vacuum dust and debris from machines, ball trays and hoppers.
5. With the machines turned off, remove belt cover and check condition of belt. Replace as necessary. Check the variable speed pulley. The outer edges of the variable speed pulley should move freely over the shaft. If it feels sticky, lubricate with one pump of grease gun.
6. Check the tension of the ball conveyor. Adjust as needed.
7. Visually inspect all signs and clean/repair as necessary.
8. Re-grip bats as needed.

#### **Monthly**

1. Visually inspect the cable and winch for the main net. Replace as needed.
2. Check lighting for all cages and spectator areas.
3. Grease pillow blocks at both ends of conveyor.
4. On each machine lubricate shaft bearings-one pump every month per bearing.
5. Lubricate variable speed pulley every 3-4 weeks, 4 pumps per fitting, then run the speed of the machine up and down 3-4 times to distribute the grease.
6. Visually inspect and listen to each machine and feeder system. Check for loose bolts, worn belts, bearings, etc...
7. Clean debris from sump area below fiberglass shroud.
8. Check roof over machines for broken wood, torn or detached carpet. Repair as necessary.
9. Re-paint batting stall home plate and batter's boxes as needed.
10. Make sure all cage stall doors are still self-closing. Adjust or repair as necessary.

## B. Business Plan

### Maintenance Schedule

#### Yearly

1. Replace all baseballs in use with new ones. Schedule varies. During peak baseball season it is required every 6 weeks and up to 3 months in the off season.
2. Replace all softballs in use with new ones. Schedule varies. At a minimum of every 6 months.
3. Paint the entire batting cage area (individual batting stalls, batters boxes, home plates, field area and machine area. Yearly.
4. Replace the net in front of the machines as needed. At a minimum of every 6 to 8 months.
5. Replace overhead and in between batting stall netting as needed.
6. Replace backstops and backstop netting as needed.
7. Replace the carpet and protective padding on roof over machines as needed. At a minimum of every 18 months.
8. Replace Main Canopy netting and cables as needed. At a minimum of every 5 to 6 years.



## **B. Business Plan**

### **Financial Projections and Planning.**

All projections in our Pro-Forma were based on historic averages from this specific Batting Cage Concession at Sherman Oaks Castle Park.

**Please see our Pro-Forma in an electronic version in an excel file sent with the Proposal.**

**Break-Even Analysis:** AJFE expects to have an initial investment cost of \$132,463. This is the combined Start Up costs and Capital Improvements over the first two years of operations. With our projections we show a Net Income of \$139,466 during that same time period. While putting a portion of profits back into the company, we expect to Break Even during the third year of operations.

## C. Management and Operations Plan

### 1. Standards of Operation for the Batting Cages

A.J. Family Entertainment, LLC shall:

- Provide balls to be dispensed by machines. We use Automated Batting Cages (ABC) Orange/Soft Flight Baseballs during the colder months of the year and ABC Yellow/Regular Flight Baseballs during the warmer months.
- Provide bats and helmets to customers. See equipment list below.
- At a minimum we will have one attendant on duty. During busier hours of operation there will be at least two to three attendants.

(Please see **section B. Business Plan-Staffing & Management**)

- Provide adequate seating for waiting customers (Please see section **E. Concession Improvement Plan**).
- Coordinate with facility management to develop and implement a procedure to track and issue passes for group events and parties. We will have passes available for the facility management to sell to the group events or parties. The facility management will then reconcile the number of passes sold at the end of the day and request payment to us from the City of L.A.
- Use a Sam/4s cash register.
- Use a Poynt Terminal to accept credit and debit card, Google Pay, and Apple Pay payments from customers.



## C. Management and Operations Plan

### 1. Standards of Operation for the Batting Cages

All pitching machines, light boxes, coin boxes, feeder system, and balls shall be from Automated Batting Cages (ABC). The owners of ABC pioneered many of today's standards in the batting range industry and continue to lead the industry in batting range technology.

We have used ABC equipment since 1988. The machines have been the safest, most accurate and most reliable ones we know of in the industry. We have operated and maintained other equipment, including "arm" pitching machines and adjustable speed machines and have found them to be far inferior in quality, accuracy, reliability, and safety.

Here is a list of the specific equipment to be used:

### Machinery and Equipment

#### Operations

<u>Quantity</u>		<u>Manufacturer/Supplier</u>
3	Baseball Pitching Machine	ABC - AP1000B
1	Baseball Pitching Machine with Elevation	ABC - AP1000BE
2	Pastime Baseball Pitching Machine	ABC - Pastime
4	Slowpitch Softball Pitching Machine	ABC - AP1000SS
1	Fastpitch Softball Pitching Machine	ABC - AP1000SF
7	Warning Light Box	ABC
2	Dual Warning Light Box	ABC
9	Coin Box	ABC
1	Automatic Conveyor/Feeding System	ABC
1	Master Control Panel	ABC
1	Height Control System	ABC
1	Height Control Box	ABC
11	Pinch Roller Assembly	ABC
360	Urethane Pitching Machine Baseballs	ABC
225	Urethane Pitching Machine Softballs	ABC
6	Trough Agitator	ABC
16	Backstop	ABC
1	Center Pole Winch and Cable	ABC
1	Custom Canopy Net and Cables	Fisher Nets
2	Corner Winch and Cable	ABC
1	Machine Protector Net	Fisher Nets
1	Additional Safety Netting Around Machine Area	West Coast Netting
9	Backstop Nets	Fisher Nets
10	Batting Stall Side Wall Net	West Coast Netting
9	Batting Stall Overhead Net	West Coast Netting
1	Additional Safety Netting Above Stalls	West Coast Netting
10	Pole Pad Protector	ABC
4	Stanchion	U.S. Weight
6	Stanchion Sign	U.S. Weight

## C. Management and Operations Plan

### 1. Standards of Operation for the Batting Cages

#### Machinery and Equipment Tools

<u>Quantity</u>		<u>Manufacturer/Supplier</u>
1	Socket Set	Home Depot
3	Adjustable Wrenches	Home Depot
1	Voltage/Multi Meter	Home Depot
2	Hex Set	Home Depot
4	Phillips Head Screwdriver	Home Depot
4	Flat Head Screwdriver	Home Depot
2	Gear Puller	Grainger
1	Open End Wrench Set	Home Depot
1	Rubber Mallet	Home Depot
1	Hacksaw	Home Depot
2	Hammer	Home Depot
1	Grinder	Home Depot
1	Soldering Iron	Home Depot
1	Wire Stripper	Home Depot
6	Wire Cutter	Home Depot
2	Pliers	Home Depot
6	Lacing Needles	West Coast Netting

#### Furnishings/Operations Booth

<u>Quantity</u>		<u>Manufacturer/Supplier</u>
2	Decorative Benches with Cover	Benson
2	Decorative Benches	Benson
2	Decorative Trash Cans	Benson
1	Time Clock	Amano
1	Cash Register	SAM4s/A.D.Business Solutions
1	Cash Box	Staples
1	Battery Backup	AT & T
1	Telephone	AT & T
1	Air Conditioner	Pro Breeze
3	Fans	Vornado
2	Credit Terminal	Poynt
1	Trash Can	Costco
12	Walkie Talkie Radios	Amazon
1	Dust Pan & Broom	Home Depot
1	Push Broom	Home Depot

## C. Management and Operations Plan

### 1. Standards of Operation for the Batting Cages

#### Bats and Helmets

1st baseball season

<u>Quantity</u>		<u>Manufacturer/Supplier</u>
3	35" Baseball Bats	Easton
6	34" Baseball Bats	Easton
16	33" Baseball Bats	Easton
12	32" Baseball Bats	Easton
7	31" Baseball Bats	Easton
7	30" Baseball Bats	Easton
4	29" Baseball Bats	Easton
4	28" Baseball Bats	Easton
3	27" Baseball Bats	
5	34/33 Softball Bats	Easton
5	34/30 Softball Bats	Easton
6	34/28 Softball Bats	Easton
6	34/27 Softball Bats	Easton
8	34/26 Softball Bats	Easton
2	34/24 Softball Bats	Easton
6	33" Softball Bats	Easton
6	32" Softball Bats	Easton
3	31" Softball Bats	Easton
3	30" Softball Bats	Easton
3	29" Softball Bats	Easton
3	28" Softball Bats	Easton
3	27" Softball Bats	Easton
6	XXL Helmets	Nike
18	XL Helmets	Rawlings & Evoshield
22	Lg. Helmets	Evoshield
22	Med. Helmets	Evoshield
18	Sm. Helmets	Easton
6	XS Helmets	Rawlings & Evoshield
12	Helmets w/jar guard	Easton

## **C. Management and Operations Plan**

### **2. Safety**

AJFE is very aware of the inherit risks patrons are exposed to while using the batting cages. Especially the safety concerns of operating a batting cage as an attraction at a Family Entertainment Center. We recognize that half our customers have little to no experience with using a batting cage and take measures to mitigate that risk. These measures include:

- Custom signs with our rules, and warnings of the risks of using the batting cages, are posted at our operations booth and outside of every cage.
- Our employees go through an extensive training program which includes Guest Risk Reduction and Employee Safety- (Please see **Attachments D & E** respectively). Risk reduction starts with the initial interaction between our employees and a patron. Employees are taught to assess the skill set of the potential batters and direct them to the appropriate cage. Basic batting instruction is offered to any patron with limited experience to ensure their safety. Employees turn away batters that don't meet the minimum age requirement or aren't wearing closed toe shoes. They inform the patrons that helmets are required in all our cages. Employees enforce all posted rules in a polite but firm manner.
- Employees are taught how to safely operate the pitching machines. They are instructed how to adjust the machines for height and inside/outside location. They also learn how to do minor maintenance and how to trouble shoot minor problems and fix them. All major maintenance and repairs are done by management.

### **3. Maintenance and Repair of Batting Cages Machines and Equipment**

AJFE is proud to say that we have not had a Machine/Cage down for over a 48-hour period during its 15 plus years of operation (excluding our yearly painting and maintenance projects). We hope to continue this impressive maintenance record. Andy Slater is director of our Maintenance Program. He performs or supervises all major maintenance and repair projects. Please see the detailed Maintenance Schedule in **Section B. Business Plan**



## **C. Management and Operations Plan**

### **4. Hours of Operation**

Below are the current hours of operation for Sherman Oaks Castle Park as of February 2022.

Sunday through Thursday    10:00 AM - 10:00 PM

Friday and Saturday         10:00 AM - 11:00 PM

We have asked for and received permission to open the batting cages at 9:30 AM on Saturday and Sunday for the entire year. We were also approved to open at 9:00 AM on weekends during baseball season. This is crucial for patrons who want to get batting practice before their 10 AM games.

Opening earlier on the weekends accommodates more patrons, however all operating hours are set by the management of Sherman Oaks Castle Park.

## D. Compensation Plan

The Department of Recreation and Parks has presented the proposers with a very aggressive Compensation Plan. Based on our 38 years of experience in the industry, this Compensation Plan leaves very narrow margins for operating.

While this is not a commercial lease agreement, it is customary that a sliding percentage rent only escalates once the tenant reaches a certain level of gross revenue, known as the "natural breakpoint." This ensures that the tenant is not paying a percentage of their revenue that is too high relative to the cost of their lease.

Having a Minimum Annual Guarantee (MAG) that can never be lower than a previous year presents a huge challenge. Since you pay the higher of either the Percentage of Gross Receipts (PGR) or the MAG, the only way this Plan is achievable is if sales continue to rise year after year. If you experience outside pressures (i.e. recession, pandemic, increased competition...) and have repetitive years with declining sales, the MAG leads to a rental percentage that becomes unfeasible.

With the management of A.J. Family Entertainment, LLC (AJFE), we expect our growth rate to remain close to 4%. The other advantage AJFE has over the other proposers are the lower startup costs. Having operating machinery, rental equipment, spare parts and inventory already in place puts our company in a better financial position. We also believe we have set a practical budget for the Capital Improvements to be done within the first two years of the contract.

We feel the Percentage of PGR and MAG we are proposing are competitive as well as being sustainable and realistic.

Minimum Annual Guarantee	\$375,000
Percentage of Gross Receipts-Token & Rental Sales, Filming	45%
Percentage of Gross Receipts-Retail	20%

Please see **Exhibit H**.

**Sherman Oaks Castle Park Batting Cages  
(CON-M23001)  
FINANCIAL OFFER FORM**

**Monthly Concession Fee Commitment**

For the Sherman Oaks Castle Park Batting Cages Concession Agreement, and in consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a percentage of gross receipts (PGR) as shown below **(percentage must be equal to or greater than the minimum acceptable percentage shown below)**:

**YEAR ONE:**

CATEGORY	MINIMUM ACCEPTABLE PERCENTAGE	PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage)
Batting Cages Pitching and Filming	Forty-five percent (45%)	Forty-five percent ( 45 %)
Retail	Fifteen percent (15%)	Twenty percent ( 20 %)
Other (define) _____	Fifteen percent (15%)	( %)

**COMPLETE ONLY IF PROPOSING ESCALATION OF THE PGR**

Indicate the year(s): \_\_\_\_\_ (Answer years XX \*)

\*Copy this form if you wish to propose different percentages for years XX.

CATEGORY	MINIMUM ACCEPTABLE PERCENTAGE	PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage)
Batting Cages Pitching and Filming	Forty-five percent (45%)	( %)
Retail	Fifteen percent (15%)	( %)
Other (define) _____	Fifteen percent (15%)	( %)

Prepared By:   
(Authorized Signature)

John Wawee  
(Print Name)

A.J. Family Entertainment, LLC  
(Company Name)

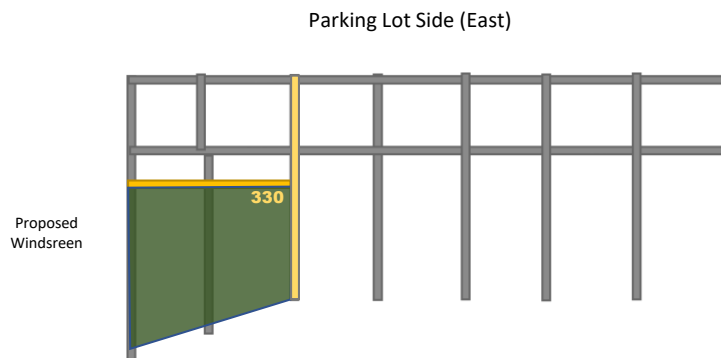
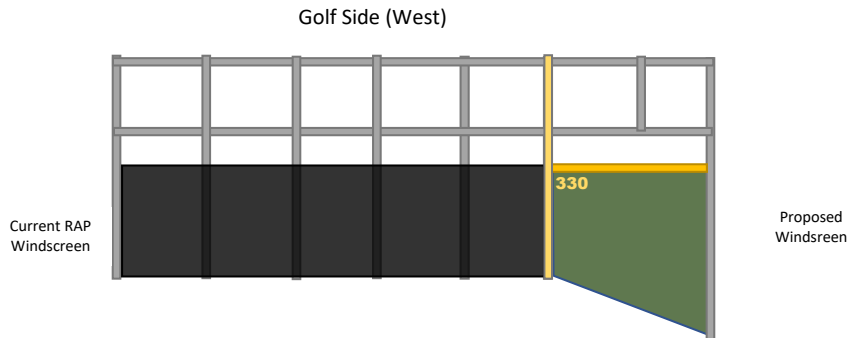
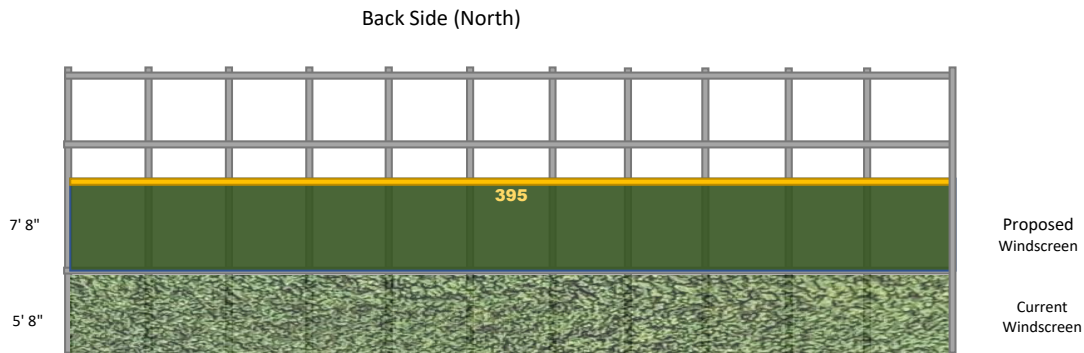
Managing Member  
(Title)

Date: 03/11/2023

## E. Concession Improvement Plan

To create an attractive and inviting Concession, A.J. Family Entertainment, is excited to offer its proposed Concession Improvement Plan. We believe it will enhance the facility aesthetically as well as being functional, while maintaining the theme of a Family Entertainment Center.

First is an 8' x 115' decorative wind screen to go above the existing wind screen along the backside of the batting cages. There will also be two custom panels installed on each side of the batting cages. Altogether they will create the appearance of an outfield fence. The height of the windscreens will block the unsightly view across the LA River, while giving the open feel of an outdoor ballpark.





## E. Concession Improvement Plan

We plan on installing a 36" cement baseball bollard placed adjacent to the front entrance of the batting cages. This bollard will be an attractive enrichment that will announce the entrance of the batting cages and be a safe way to stop vehicles from pulling up too close to the entrance and fencing.



We will bring in new benches with shading. Shading is an area we have addressed in the past by installing trees in the spectator area. Larger shade structures that require permits have not been approved so we feel these benches with canopies are the best option. The benches with canopies will not require a permit. They will not create shadows that would make it very difficult for patrons to follow the flight of their pitches. Finally, the benches with canopies will not decrease the excellent lighting we have already installed for our patrons.



## E. Concession Improvement Plan

We will add two green benches and two matching trash cans.



From Fencescreen.com:

- Custom windscreens from Fencescreen.com \$3,500

From Benson Outdoors:

- 36" Baseball Bollard from Benson Outdoors \$1,346
- 2 Dual Pedestal 6' Square Bench Seat with Square Perforated Canopy \$12,045
- 2 36 Gallon Jackson Receptacle \$1,872
- 2 Powder Coated Steel Jackson Bench with Back \$2,431
- Shipping \$6,269
- Unload, Assemble, and Install the two Canopy Benches and Cement Baseball Bollard \$13,500

Total \$40,963

**REQUEST FOR PROPOSAL**  
**Sherman Oaks Castle Park Batting Cages Concessions**  
**(CON-M23-001)**

**RFP EXHIBIT J**

**CONCESSION IMPROVEMENT OFFER FORM**

**(OPTIONAL)**

Proposer A.J. Family Entertainment, LLC

**Concession Improvement Offer**

1. Proposed Concession Improvement for Leasehold Improvements \$ \$36,660 (A)  
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

<u>Description</u>	<u>Amount</u>
36" Cement Baseball Bollard	\$1,346
2 Dual Pedastal 6' benches with canopies	\$12,045
Custom Windscreen	\$3,500
Installation of the Bollard and Benches	\$13,500
Shipping	\$6,269

2. Proposed Concession Improvement for Furniture, Fixtures, and Equipment \$ 4,303 (B)  
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

<u>Description</u>	<u>Amount</u>
2 Benches	\$2,431
2 Trash Cans	\$1,872

3. Architectural, engineering, and in-house fees (not to exceed 15%) \$ \_\_\_\_\_ (C)

Total Concession Improvement Commitment (add A + B + C above) = \$ 40,963

Total Concession Improvement Commitment \$ 40,963

Signature of Authorized Person:  Date: 3/11/2023

Printed Name: M. Andy Slater Title: Managing Member

**Note: Please attach additional pages if necessary for description and amounts. This form must be signed by an authorized representative of the proposing entity.**

**REQUEST FOR PROPOSAL**  
**Sherman Oaks Castle Park Batting Cages Concession**  
**(CON-M23-001)**

**A.J. Family Entertainment, LLC Proposal**

**Attachment A:**

**2.7 Financial Documentation**

**2.71** Statements from Union Bank and Cetera Advisor Group for A.J. Family Entertainment, LLC for the twelve (12) months preceding the release date of this RFP.

A copy of a current credit report/rating for A.J. Family Entertainment, LLC.





# STATEMENT OF ACCOUNTS

UNION BANK  
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**A.J. FAMILY ENTERTAINMENT LLC**  
**4989 SEPULVEDA BLVD**  
**SHERMAN OAKS CA 91403-1509**

## Bank Freely™ Business checking Summary

Account Number: [REDACTED]

Days in statement period: 28

<b>Balance on 2/1</b>	<b>\$</b>	<b>170,544.24</b>
Additions		74,237.50
Subtractions		-61,416.82
	Checks	-43,957.95
	Payments	-17,423.87
	Other Withdrawals	-35.00
<b>Balance on 2/28</b>	<b>\$</b>	<b>183,364.92</b>
Statement Average Ledger Balance		167,204.35

## Additions

Date	Description/Location	Reference	Amount
2/1	MERCHANT SERVICE MERCH DEP CCD 8037127563	51016222 \$	2,116.00
2/2	MERCHANT SERVICE MERCH DEP CCD 8037127563	52850130	623.00
2/3	MERCHANT SERVICE MERCH DEP CCD 8037127563	54234703	820.00
2/4	OFFICE DEPOSIT	77340204	6,471.00
2/4	MERCHANT SERVICE MERCH DEP CCD 8037127563	55579041	714.00
2/7	MERCHANT SERVICE MERCH DEP CCD 8037127563	56795946	826.00
2/7	MERCHANT SERVICE MERCH DEP CCD 8037127563	57295121	1,999.00
2/7	MERCHANT SERVICE MERCH DEP CCD 8037127563	57295858	2,756.00
2/8	MERCHANT SERVICE MERCH DEP CCD 8037127563	58269913	2,822.99
2/9	MERCHANT SERVICE MERCH DEP CCD 8037127563	59678236	671.00
2/10	MERCHANT SERVICE MERCH DEP CCD 8037127563	50921724	866.00
2/11	OFFICE DEPOSIT	75089952	5,284.50
2/11	MERCHANT SERVICE MERCH DEP CCD 8037127563	52089212	670.00
2/14	MERCHANT SERVICE MERCH DEP CCD 8037127563	53767461	1,808.50
2/14	MERCHANT SERVICE MERCH DEP CCD 8037127563	53271273	2,010.00
2/14	MERCHANT SERVICE MERCH DEP CCD 8037127563	53768235	2,426.50
2/15	MERCHANT SERVICE MERCH DEP CCD 8039630978	56171226	1,291.66
2/15	MERCHANT SERVICE MERCH DEP CCD 8037127563	54650818	967.00
2/16	MERCHANT SERVICE MERCH DEP CCD 8039630978	57433869	597.00
2/17	MERCHANT SERVICE MERCH DEP CCD 8039630978	58676765	949.00
2/18	OFFICE DEPOSIT # 0000334571	77318817	4,803.84
2/18	MERCHANT SERVICE MERCH DEP CCD 8039630978	59865413	917.50
2/22	MERCHANT SERVICE MERCH DEP CCD 8039630978	51479729	2,139.00
2/22	MERCHANT SERVICE MERCH DEP CCD 8039630978	51832366	2,802.50
2/22	MERCHANT SERVICE MERCH DEP CCD 8039630978	51482344	3,021.00
2/22	MERCHANT SERVICE MERCH DEP CCD 8039630978	51476283	4,537.00

**Additions**

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
2/23	MERCHANT SERVICE MERCH DEP CCD 8039630978	53482466	1,065.50
2/24	MERCHANT SERVICE MERCH DEP CCD 8039630978	55208059	824.00
2/25	OFFICE DEPOSIT	77311191	7,841.00
2/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	56564091	1,527.50
2/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	57852052	1,576.50
2/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	58210787	3,142.51
2/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	57856364	3,350.50
<b>Total</b>			<b>\$ 74,237.50</b>

**Checks**

<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>
4705	2/8	08290406	1,270.50	4717	2/11	75089931	25,000.00
4706	2/9	07500848	680.98	4719*	2/25	06754564	2,600.00
4709*	2/4	76575378	2,600.00	4720	2/25	77311188	2,600.00
4714*	2/4	76575381	2,600.00	10181*	2/8	08351640	671.50
4715	2/10	07556644	2,600.00	10182	2/22	06215892	734.97
4716	2/18	77318814	2,600.00				
<b>Total</b>							<b>\$ 43,957.95</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
2/2	MERCHANT SERVICE MERCH FEE CCD 53746122 8037127563		\$ 1,143.26
2/8	CAPITAL ONE ONLINE PMT CCD 59119615 3L6ZSAS722A364W		1,406.40
2/8	INTUIT PAYROLL S QUICKBOOKS CCD 59140544 205302147		3,824.85
2/9	IRS USATAXPYMT CCD 225244001605696	59485479	1,139.88
2/9	CAPITAL ONE ONLINE PMT CCD 50529485 3L778SMFSZ8KZXF		5,658.81
2/23	IRS USATAXPYMT CCD 225245404557826	51581033	1,009.62
2/23	INTUIT PAYROLL S QUICKBOOKS CCD 52810220 205302147		3,241.05
<b>Total</b>			<b>\$ 17,423.87</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
2/28	ADDITIONAL CASH DEPOSITED FEE		\$ 35.00



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**4989 SEPULVEDA BLVD**  
**SHERMAN OAKS CA 91403-1509**

## Bank Freely™ Business checking Summary

Account Number: [REDACTED]

Days in statement period: 31

<b>Balance on 3/1</b>	<b>\$</b>	<b>183,364.92</b>
Additions		95,499.05
Subtractions		-123,617.63
	Checks	-110,224.61
	Payments	-13,353.02
	Other Withdrawals	-40.00
<b>Balance on 3/31</b>	<b>\$</b>	<b>155,246.34</b>
Statement Average Ledger Balance		156,603.02

## Additions

Date	Description/Location	Reference	Amount
3/1	MERCHANT SERVICE MERCH DEP CCD 8039630978	59941026 \$	1,330.00
3/2	MERCHANT SERVICE MERCH DEP CCD 8039630978	51401126	1,901.00
3/3	MERCHANT SERVICE MERCH DEP CCD 8039630978	52812164	1,550.00
3/4	OFFICE DEPOSIT	76568922	761.98
3/4	OFFICE DEPOSIT	76568916	1,982.00
3/4	MERCHANT SERVICE MERCH DEP CCD 8039630978	54118505	1,258.01
3/7	MERCHANT SERVICE MERCH ADJ CCD 8039630978	55427950	2.75
3/7	MERCHANT SERVICE MERCH ADJ CCD 8039630978	55427951	29.00
3/7	MERCHANT SERVICE MERCH DEP CCD 8039630978	55433535	1,372.50
3/7	MERCHANT SERVICE MERCH DEP CCD 8039630978	55437849	2,762.00
3/7	MERCHANT SERVICE MERCH DEP CCD 8039630978	55603132	2,942.50
3/7	INTEREST FROM TIME DEP 030522 1309046959	65270137	12.82
3/8	MERCHANT SERVICE MERCH DEP CCD 8039630978	57213406	1,377.50
3/9	MERCHANT SERVICE MERCH DEP CCD 8039630978	58429575	1,047.00
3/10	MERCHANT SERVICE MERCH DEP CCD 8039630978	59705588	1,451.00
3/11	OFFICE DEPOSIT	75796368	5,113.50
3/11	MERCHANT SERVICE MERCH DEP CCD 8039630978	50916249	2,005.50
3/14	MERCHANT SERVICE MERCH DEP CCD 8039630978	52050148	2,342.00
3/14	MERCHANT SERVICE MERCH DEP CCD 8039630978	52054407	3,502.00
3/14	MERCHANT SERVICE MERCH DEP CCD 8039630978	52318618	3,762.50
3/15	MERCHANT SERVICE MERCH DEP CCD 8039630978	54036191	1,459.50
3/16	MERCHANT SERVICE MERCH DEP CCD 8039630978	55412641	1,980.00
3/17	MERCHANT SERVICE MERCH DEP CCD 8039630978	56765665	1,137.00
3/18	OFFICE DEPOSIT	75815904	4,043.00
3/18	MERCHANT SERVICE MERCH DEP CCD 8039630978	57945821	2,624.00
3/21	MERCHANT SERVICE MERCH DEP CCD 8039630978	59057822	2,851.00

**Additions**

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
3/21	MERCHANT SERVICE MERCH DEP CCD 8039630978	59062126	3,775.50
3/21	MERCHANT SERVICE MERCH DEP CCD 8039630978	59258161	4,351.50
3/22	MERCHANT SERVICE MERCH DEP CCD 8039630978	50752133	2,010.50
3/23	MERCHANT SERVICE MERCH DEP CCD 8039630978	51908913	1,843.00
3/24	MERCHANT SERVICE MERCH DEP CCD 8039630978	53294795	1,733.00
3/25	OFFICE DEPOSIT	75790074	8,531.00
3/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	54416231	1,978.00
3/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	55449824	2,730.50
3/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	55870519	3,522.50
3/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	55454068	3,753.50
3/30	MERCHANT SERVICE MERCH DEP CCD 8039630978	58860499	1,973.00
3/31	OFFICE DEPOSIT	76569069	7,325.49
3/31	MERCHANT SERVICE MERCH DEP CCD 8039630978	50047147	1,371.50
<b>Total</b>			<b>\$ 95,499.05</b>

**Checks**

<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>
4718	3/1	06775676	24,520.79	4729	3/21	27060798	2,500.00
4721*	3/8	07500734	3,021.44	4730	3/22	29269778	7,520.00
4722	3/11	08266720	2,600.00	4731	3/22	27000282	13,760.00
4724*	3/15	13506714	803.39	4732	3/21	27060796	800.00
4725	3/17	13009584	860.97	4733	3/25	06004074	2,600.00
4726	3/11	08266786	10,000.00	4734	3/25	75790071	2,600.00
4727	3/11	75796365	10,000.00	10183*	3/8	07629836	598.49
4728	3/23	08289822	27,411.23	10184	3/31	08275994	628.30
<b>Total</b>							<b>\$ 110,224.61</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
3/2	MERCHANT SERVICE MERCH FEE CCD 8037127563	50917174	\$ 578.81
3/4	CAPITAL ONE ONLINE PMT CCD 3LC1LQPWR7122N7	53706286	1,840.72
3/7	CAPITAL ONE ONLINE PMT CCD 3LC9ECGP73VQ7KG	54805039	918.89
3/8	INTUIT PAYROLL S QUICKBOOKS 205302147	56697081	3,824.85
3/9	IRS USATAXPYMT CCD 225246854757045	57057940	1,024.58
3/22	INTUIT PAYROLL S QUICKBOOKS 205302147	50285992	4,044.01
3/23	IRS USATAXPYMT CCD 225248205405145	50601389	1,121.16
<b>Total</b>			<b>\$ 13,353.02</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
3/31	ADDITIONAL CASH DEPOSITED FEE		\$ 40.00



STATEMENT OF ACCOUNTS

Page 1 of 2
Statement Number: [redacted]
04/01/22 - 04/29/22

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Bank Freely™ Business checking Summary

Account Number: [redacted]

Days in statement period: 29

Table with 3 columns: Description, Amount, and Balance. Rows include Balance on 4/1, Additions, Subtractions (Checks, Payments, Other Withdrawals), Balance on 4/29, and Statement Average Ledger Balance.

Additions

Table with 5 columns: Date, Description/Location, Reference, Amount, and Amount. Lists various merchant service deposits and office deposits from 4/1 to 4/22.

**Additions**

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
4/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	55447239	2,500.00
4/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	55730775	3,743.50
4/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	55443856	4,182.50
4/26	MERCHANT SERVICE MERCH DEP CCD 8039630978	57039001	1,661.00
4/27	MERCHANT SERVICE MERCH DEP CCD 8039630978	58436353	1,459.50
4/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	50247076	1,723.50
4/29	OFFICE DEPOSIT	75810042	12,286.50
4/29	MERCHANT SERVICE MERCH DEP CCD 8039630978	51583978	2,548.00
<b>Total</b>			<b>\$ 116,244.00</b>

**Checks**

<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>
4707	4/8	08312038	1,314.00	4740	4/21	08358824	134.68
4723*	4/22	75101304	2,600.00	4741	4/22	06051104	2,600.00
4735*	4/6	08330064	2,600.00	4744*	4/28	07537842	120.00
4736	4/22	75101301	2,600.00	4746*	4/29	75810051	10,000.00
4737	4/6	08329994	10,000.00	10187*	4/6	06009256	776.21
4738	4/15	75141345	10,000.00	10188	4/26	06022764	782.08
4739	4/21	08358822	37,984.71				
<b>Total</b>							<b>\$ 81,511.68</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
4/4	MERCHANT SERVICE MERCH FEE CCD 52179901 8037127563		\$ 46.28
4/4	IRS USATAXPYMT CCD 225249452695525	51189709	84.24
4/5	INTUIT PAYROLL S QUICKBOOKS CCD 54248455 205302147		3,651.02
4/6	IRS USATAXPYMT CCD 225249655011995	54690255	1,095.76
4/6	CAPITAL ONE ONLINE PMT CCD 55656945 3LJ0X9KR4NQBWF7		2,788.09
4/7	CAPITAL ONE ONLINE PMT CCD 57331188 3LJ855SX7KOMG9C		1,247.06
4/19	INTUIT PAYROLL S QUICKBOOKS CCD 59746697 205302147		3,448.40
4/20	EMPLOYMENT DEVEL EDD EFTPMT CCD 50856587 809224352		486.38
4/20	EMPLOYMENT DEVEL EDD EFTPMT CCD 50874046 2059389088		581.85
4/22	IRS USATAXPYMT CCD 225251204568236	52926839	182.40
4/22	IRS USATAXPYMT CCD 225251251755816	52926840	1,104.06
4/27	CA DEPT TAX FEE CDTFA EPMT CCD 11255335	57519819	496.00
<b>Total</b>			<b>\$ 15,211.54</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
4/15	MERCHANT SERVICE MERCH CHBK CCD 56032398 8039630978		\$ 5.50
4/29	ADDITIONAL CASH DEPOSITED FEE		47.50
<b>Total</b>			<b>\$ 53.00</b>





# STATEMENT OF ACCOUNTS

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**4989 SEPULVEDA BLVD**  
**SHERMAN OAKS CA 91403-1509**

## Bank Freely™ Business checking Summary

Account Number: [REDACTED]

Days in statement period: 32

<b>Balance on 4/30</b>	<b>\$</b>	<b>174,714.12</b>
Additions		106,260.33
Subtractions		-100,008.71
	Checks	-84,447.48
	Payments	-15,543.73
	Other Withdrawals	-17.50
<b>Balance on 5/31</b>	<b>\$</b>	<b>180,965.74</b>
Statement Average Ledger Balance		179,752.75

## Additions

Date	Description/Location	Reference	Amount
5/2	MERCHANT SERVICE MERCH DEP CCD 8039630978	53176264 \$	3,109.00
5/2	MERCHANT SERVICE MERCH DEP CCD 8039630978	53180594	3,402.00
5/2	MERCHANT SERVICE MERCH DEP CCD 8039630978	53486788	3,653.00
5/3	MERCHANT SERVICE MERCH DEP CCD 8039630978	55236114	2,662.00
5/4	MERCHANT SERVICE MERCH DEP CCD 8039630978	56602385	1,587.50
5/5	OFFICE DEPOSIT	75051225	4,311.50
5/5	MERCHANT SERVICE MERCH DEP CCD 8039630978	57804423	2,092.51
5/6	MERCHANT SERVICE MERCH DEP CCD 8039630978	59000177	1,221.50
5/9	MERCHANT SERVICE MERCH DEP CCD 8039630978	50222930	2,485.77
5/9	MERCHANT SERVICE MERCH DEP CCD 8039630978	59989757	3,185.00
5/9	MERCHANT SERVICE MERCH DEP CCD 8039630978	59993851	3,469.00
5/10	MERCHANT SERVICE MERCH DEP CCD 8039630978	51406148	1,559.50
5/11	MERCHANT SERVICE MERCH DEP CCD 8039630978	52636219	2,205.50
5/12	MERCHANT SERVICE MERCH DEP CCD 8039630978	53805822	2,747.00
5/13	MERCHANT SERVICE MERCH DEP CCD 8039630978	54893099	2,576.00
5/16	MERCHANT SERVICE MERCH DEP CCD 8039630978	56051160	3,325.50
5/16	MERCHANT SERVICE MERCH DEP CCD 8039630978	56223647	3,764.50
5/16	MERCHANT SERVICE MERCH DEP CCD 8039630978	56055319	4,629.00
5/17	MERCHANT SERVICE MERCH DEP CCD 8039630978	57702708	2,415.50
5/18	MERCHANT SERVICE MERCH DEP CCD 8039630978	58846269	2,198.00
5/19	MERCHANT SERVICE MERCH DEP CCD 8039630978	59949741	2,813.03
5/20	OFFICE DEPOSIT	75786090	5,278.50
5/20	MERCHANT SERVICE MERCH DEP CCD 8039630978	50997122	1,827.50
5/23	MERCHANT SERVICE MERCH DEP CCD 8039630978	52175536	4,033.50
5/23	MERCHANT SERVICE MERCH DEP CCD 8039630978	52015147	4,424.50
5/23	MERCHANT SERVICE MERCH DEP CCD 8039630978	52011675	4,431.50

**Additions**

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
5/24	MERCHANT SERVICE MERCH DEP CCD 8039630978	53859391	1,455.00
5/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	55035936	2,131.00
5/26	MERCHANT SERVICE MERCH DEP CCD 8039630978	56331536	1,361.00
5/27	OFFICE DEPOSIT # 0004611019	77324019	7,877.02
5/27	MERCHANT SERVICE MERCH DEP CCD 8039630978	57554879	1,561.50
5/31	MERCHANT SERVICE MERCH DEP CCD 8039630978	59557427	2,934.00
5/31	MERCHANT SERVICE MERCH DEP CCD 8039630978	59104453	2,941.00
5/31	MERCHANT SERVICE MERCH DEP CCD 8039630978	59101145	3,271.50
5/31	MERCHANT SERVICE MERCH DEP CCD 8039630978	59107932	3,320.50
<b>Total</b>			<b>\$ 106,260.33</b>

**Checks**

<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>
4742	5/5	75051222	2,600.00	4753	5/19	06056190	10,000.00
4743	5/2	08265588	2,719.16	4754	5/27	77324016	10,000.00
4747*	5/12	06008910	2,600.00	10186*	5/4	06769972	502.43
4748	5/20	75786099	2,600.00	10189*	5/5	08291896	698.58
4749	5/12	06000960	232.23	10190	5/9	06077556	308.17
4750	5/19	06071328	44,771.20	10191	5/17	06015358	609.48
4751	5/19	06056238	2,600.00	10192	5/26	08281888	781.20
4752	5/20	75786102	2,600.00	10193	5/31	07613570	825.03
<b>Total</b>							<b>\$ 84,447.48</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
5/2	MERCHANT SERVICE MERCH FEE CCD 52442725 8037127563		\$ 46.28
5/3	INTUIT PAYROLL S QUICKBOOKS CCD 54792469 205302147		3,380.13
5/4	IRS USATAXPYMT CCD 225252401783227	55124055	1,097.60
5/11	CAPITAL ONE ONLINE PMT CCD 52269623 3LQELWCJ3YB4G		3,513.62
5/12	CAPITAL ONE ONLINE PMT CCD 53506413 3LQM1OA5T19RJ6R		2,958.63
5/17	INTUIT PAYROLL S QUICKBOOKS CCD 57258232 205302147		3,357.41
5/18	IRS USATAXPYMT CCD 225253803656145	57552565	1,190.06
<b>Total</b>			<b>\$ 15,543.73</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
5/31	ADDITIONAL CASH DEPOSITED FEE		\$ 17.50





# STATEMENT OF ACCOUNTS

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## Bank Freely™ Business checking Summary

Account Number: [REDACTED]

Days in statement period: 30

<b>Balance on 6/1</b>	<b>\$</b>	<b>180,965.74</b>
Additions		98,125.29
Subtractions		-79,441.74
	Checks	-56,551.73
	Payments	-19,569.84
	Other Withdrawals	-3,320.17
<b>Balance on 6/30</b>	<b>\$</b>	<b>199,649.29</b>
Statement Average Ledger Balance		209,475.90

## Additions

Date	Description/Location	Reference	Amount
6/1	MERCHANT SERVICE MERCH DEP CCD 8039630978	51067769 \$	1,600.50
6/2	MERCHANT SERVICE MERCH DEP CCD 8039630978	52618038	1,876.00
6/3	OFFICE DEPOSIT	75050841	9,947.50
6/3	MERCHANT SERVICE MERCH DEP CCD 8039630978	53933950	1,762.00
6/6	MERCHANT SERVICE MERCH DEP CCD 8039630978	55181916	2,739.00
6/6	MERCHANT SERVICE MERCH DEP CCD 8039630978	55385609	3,511.51
6/6	MERCHANT SERVICE MERCH DEP CCD 8039630978	55186089	3,640.00
6/7	MERCHANT SERVICE MERCH DEP CCD 8039630978	56803250	1,261.50
6/8	MERCHANT SERVICE MERCH DEP CCD 8039630978	58042164	1,582.00
6/9	MERCHANT SERVICE MERCH DEP CCD 8039630978	59203245	1,857.00
6/10	OFFICE DEPOSIT	75023160	10,526.01
6/10	MERCHANT SERVICE MERCH DEP CCD 8039630978	50366015	1,955.77
6/13	MERCHANT SERVICE MERCH DEP CCD 8039630978	51396327	2,371.00
6/13	MERCHANT SERVICE MERCH DEP CCD 8039630978	51579334	2,502.00
6/13	MERCHANT SERVICE MERCH DEP CCD 8039630978	51400383	2,765.00
6/14	MERCHANT SERVICE MERCH DEP CCD 8039630978	53169349	1,791.00
6/15	MERCHANT SERVICE MERCH DEP CCD 8039630978	54782148	1,534.50
6/16	MERCHANT SERVICE MERCH DEP CCD 8039630978	56100543	2,248.00
6/17	MERCHANT SERVICE MERCH DEP CCD 8039630978	57253501	1,816.50
6/21	MERCHANT SERVICE MERCH DEP CCD 8039630978	58842102	2,289.00
6/21	MERCHANT SERVICE MERCH DEP CCD 8039630978	59147870	2,533.00
6/21	MERCHANT SERVICE MERCH DEP CCD 8039630978	58847000	2,930.00
6/21	MERCHANT SERVICE MERCH DEP CCD 8039630978	58838774	3,267.00
6/22	MERCHANT SERVICE MERCH DEP CCD 8039630978	50726301	2,298.00
6/23	OFFICE DEPOSIT	75028443	10,457.00
6/23	MERCHANT SERVICE MERCH DEP CCD 8039630978	52041977	2,327.50

**Additions**

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
6/24	MERCHANT SERVICE MERCH DEP CCD 8039630978	53404213	1,778.50
6/27	MERCHANT SERVICE MERCH DEP CCD 8039630978	54405373	2,369.00
6/27	MERCHANT SERVICE MERCH DEP CCD 8039630978	54713085	2,573.00
6/27	MERCHANT SERVICE MERCH DEP CCD 8039630978	54409410	3,189.50
6/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	56429953	1,628.50
6/29	MERCHANT SERVICE MERCH DEP CCD 8039630978	57875128	1,620.00
6/30	MERCHANT SERVICE MERCH DEP CCD 8039630978	59072948	1,578.50
<b>Total</b>			<b>\$ 98,125.29</b>

**Checks**

<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>
4755	6/1	07528630	2,600.00	4760*	6/27	27780870	2,500.00
4756	6/3	75050838	2,600.00	4761	6/29	06087402	44,773.92
4757	6/28	06791120	575.00	10194*	6/14	06764840	902.81
4758	6/14	06767686	2,600.00				
<b>Total</b>							<b>\$ 56,551.73</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
6/1	INTUIT PAYROLL S QUICKBOOKS CCD 205302147	50455162	\$ 3,482.28
6/2	MERCHANT SERVICE MERCH FEE CCD 8037127563	52154124	26.28
6/2	IRS USATAXPYMT CCD 225255322082940	50938795	1,124.60
6/3	CAPITAL ONE ONLINE PMT CCD 3LV21LASBWX2K7K	53555738	33.91
6/8	CAPITAL ONE ONLINE PMT CCD 3LWBHBQZECU22G3	57574486	3,742.59
6/9	CAPITAL ONE CRCARDPMT CCD 3LWHQKLKAUXZ1LC	58901119	33.91
6/15	CalSavers ACH PAYROLL CCD 277688	54267820	58.49
6/15	IRS USATAXPYMT CCD 225256652482227	53036214	1,271.72
6/15	INTUIT PAYROLL S QUICKBOOKS CCD 205302147	53020019	4,033.23
6/29	CalSavers ACH PAYROLL CCD 293639	57260728	157.67
6/29	INTUIT PAYROLL S QUICKBOOKS CCD 205302147	57257980	4,207.34
6/30	IRS USATAXPYMT CCD 225258113821452	57709693	1,397.82
<b>Total</b>			<b>\$ 19,569.84</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
6/1	MERCHANT SERVICE MERCH FEE CCD 8039630978	50799491	\$ 3,270.17
6/30	ADDITIONAL CASH DEPOSITED FEE		50.00
<b>Total</b>			<b>\$ 3,320.17</b>



# STATEMENT OF ACCOUNTS

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## Bank Freely™ Business checking Summary

Account Number: [REDACTED]

Days in statement period: 29

<b>Balance on 7/1</b>	<b>\$</b>	<b>199,649.29</b>
Additions		114,264.20
Subtractions		-88,058.32
	Checks	-67,424.40
	Payments	-17,961.74
	Other Withdrawals	-2,672.18
<b>Balance on 7/29</b>	<b>\$</b>	<b>225,855.17</b>
Statement Average Ledger Balance		229,595.89

## Additions

Date	Description/Location	Reference	Amount
7/1	OFFICE DEPOSIT	76574316	\$ 9,739.77
7/1	MERCHANT SERVICE MERCH DEP CCD 8039630978	50483985	2,217.50
7/5	MERCHANT SERVICE MERCH DEP CCD 8039630978	52349316	1,287.00
7/5	MERCHANT SERVICE MERCH DEP CCD 8039630978	52153765	2,296.00
7/5	MERCHANT SERVICE MERCH DEP CCD 8039630978	52157144	2,533.50
7/5	MERCHANT SERVICE MERCH DEP CCD 8039630978	52160538	2,880.50
7/6	MERCHANT SERVICE MERCH DEP CCD 8039630978	54185440	2,183.00
7/7	MERCHANT SERVICE MERCH DEP CCD 8039630978	55789477	2,702.50
7/8	OFFICE DEPOSIT	75061320	9,111.50
7/8	MERCHANT SERVICE MERCH DEP CCD 8039630978	56841128	2,104.00
7/11	MERCHANT SERVICE MERCH DEP CCD 8039630978	58139240	2,462.50
7/11	MERCHANT SERVICE MERCH DEP CCD 8039630978	57931259	2,791.00
7/11	MERCHANT SERVICE MERCH DEP CCD 8039630978	57935419	2,993.00
7/12	MERCHANT SERVICE MERCH DEP CCD 8039630978	59535054	1,479.00
7/13	OFFICE DEPOSIT	76526241	143.27
7/13	OFFICE DEPOSIT	76526235	17,412.54
7/13	MERCHANT SERVICE MERCH DEP CCD 8039630978	50821826	1,789.50
7/14	OFFICE DEPOSIT	75046569	831.00
7/14	MERCHANT SERVICE MERCH DEP CCD 8039630978	52196927	1,597.00
7/15	MERCHANT SERVICE MERCH DEP CCD 8039630978	53527020	2,263.00
7/18	MERCHANT SERVICE MERCH DEP CCD 8039630978	54721520	2,403.00
7/18	MERCHANT SERVICE MERCH DEP CCD 8039630978	54968641	2,683.50
7/18	MERCHANT SERVICE MERCH DEP CCD 8039630978	54725665	3,591.50
7/19	MERCHANT SERVICE MERCH DEP CCD 8039630978	56498717	1,444.98

**Additions**

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
7/20	MERCHANT SERVICE MERCH DEP CCD 8039630978	57740336	1,479.50
7/21	MERCHANT SERVICE MERCH DEP CCD 8039630978	58986925	1,593.50
7/22	MERCHANT SERVICE MERCH DEP CCD 8039630978	50069423	2,140.00
7/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	51525028	2,599.50
7/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	51364976	2,674.00
7/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	51368895	3,569.50
7/26	OFFICE DEPOSIT	75776607	11,474.22
7/26	MERCHANT SERVICE MERCH DEP CCD 8039630978	53065563	1,812.00
7/27	MERCHANT SERVICE MERCH DEP CCD 8039630978	54432455	1,275.92
7/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	55842542	2,501.00
7/29	MERCHANT SERVICE MERCH DEP CCD 8039630978	57597060	2,205.00
<b>Total</b>			<b>\$ 114,264.20</b>

**Checks**

<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>
4759	7/1	76574313	2,600.00	4769	7/13	76526253	2,600.00
4762*	7/1	07550214	2,600.00	4771*	7/28	06049248	2,600.00
4763	7/1	76574310	2,600.00	4772	7/26	75776604	2,600.00
4764	7/18	08287054	5,625.25	10195*	7/1	06753272	848.97
4765	7/13	07517958	3,471.96	10196	7/5	07528156	343.77
4766	7/28	07519880	36,571.45	10199*	7/15	08265544	923.18
4767	7/28	07519882	187.96	10200	7/18	07515838	581.72
4768	7/13	08311312	2,600.00	10202*	7/28	07505928	670.14
<b>Total</b>							<b>\$ 67,424.40</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
7/6	CAPITAL ONE ONLINE PMT CCD 53345268 3M2876FZDFLDY3N		\$ 3,697.80
7/11	IRS USATAXPYMT CCD 225259213496493	56656002	92.78
7/11	EMPLOYMENT DEVEL EDD EFTPMT CCD 57141188 1293434016		247.42
7/11	CAPITAL ONE ONLINE PMT CCD 57557332 3M2UZTAT2COO3C3		654.40
7/11	EMPLOYMENT DEVEL EDD EFTPMT CCD 57147512 1854160032		796.68
7/11	CAPITAL ONE CRCARDPMT CCD 57541098 3M2TP2MXKV4PQS0		1,220.99
7/12	INTUIT PAYROLL S QUICKBOOKS CCD 59111933 205302147		3,865.03
7/13	CalSavers ACH PAYROLL CCD 310347	50298983	181.71
7/13	IRS USATAXPYMT CCD 225259411855442	59422812	1,378.92
7/26	INTUIT PAYROLL S QUICKBOOKS CCD 52534443 205302147		4,084.57
7/27	CalSavers ACH PAYROLL CCD 330032	53888817	212.14
7/27	IRS USATAXPYMT CCD 225260805878946	52882936	1,529.30
<b>Total</b>			<b>\$ 17,961.74</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
7/1	MERCHANT SERVICE MERCH FEE CCD 50065596 8039630978		\$ 2,579.68

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
7/29	ADDITIONAL CASH DEPOSITED FEE		92.50
<b>Total</b>			<b>\$ 2,672.18</b>



STATEMENT OF ACCOUNTS

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Bank Freely™ Business checking Summary

Account Number: [REDACTED]

Days in statement period: 33

Table with 3 columns: Description, Amount, and Balance. Rows include Balance on 7/30, Additions, Subtractions (Checks, Payments, Other Withdrawals), Balance on 8/31, and Statement Average Ledger Balance.

Additions

Table with 5 columns: Date, Description/Location, Reference, Amount, and Amount. Lists various merchant service deposits and office deposits from 8/1 to 8/22.

**Additions**

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
8/22	MERCHANT SERVICE MERCH DEP CCD 8039630978	59283224	2,901.00
8/23	MERCHANT SERVICE MERCH DEP CCD 8039630978	50681876	1,027.50
8/24	MERCHANT SERVICE MERCH DEP CCD 8039630978	52146044	2,037.50
8/25	OFFICE DEPOSIT # 0005122939	75772785	7,604.00
8/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	53293667	1,505.00
8/26	MERCHANT SERVICE MERCH DEP CCD 8039630978	54369794	1,341.50
8/29	MERCHANT SERVICE MERCH DEP CCD 8039630978	55424361	2,323.50
8/29	MERCHANT SERVICE MERCH DEP CCD 8039630978	55737079	2,969.00
8/29	MERCHANT SERVICE MERCH DEP CCD 8039630978	55428379	3,877.00
8/30	MERCHANT SERVICE MERCH DEP CCD 8039630978	57357275	1,274.50
8/31	MERCHANT SERVICE MERCH DEP CCD 8039630978	58656148	1,388.00
<b>Total</b>			<b>\$ 98,548.65</b>

**Checks**

<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>
4770	8/1	13761714	932.97	4779	8/25	75772806	2,600.00
4773*	8/9	07526556	2,600.00	4780	8/25	08275938	2,600.00
4774	8/12	77299479	2,600.00	10201*	8/1	06761494	934.56
4775	8/12	13257284	304.58	10203*	8/9	06836018	1,017.94
4776	8/15	13757774	1,801.06	10204	8/9	06840256	617.31
4777	8/25	06022126	39,233.85	10205	8/23	06095508	980.91
4778	8/29	06015916	541.16	10206	8/31	06008240	674.46
<b>Total</b>							<b>\$ 57,438.80</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
8/1	CA DEPT TAX FEE CDTFA EPMT CCD 12156006	58149391	\$ 708.00
8/9	CAPITAL ONE CRCARDPMT CCD 57605404 3M9D7XXQM5XCI4W		868.52
8/9	INTUIT PAYROLL S QUICKBOOKS CCD 57456001 205302147		4,059.08
8/9	CAPITAL ONE ONLINE PMT CCD 57614146 3M9E5ZVFKY3OAN7		6,284.56
8/10	CalSavers ACH PAYROLL CCD 355003	58640490	217.06
8/10	IRS USATAXPYMT CCD 225262255606535	57800697	1,568.28
8/23	INTUIT PAYROLL S QUICKBOOKS CCD 50266832 205302147		3,604.76
8/24	CalSavers ACH PAYROLL CCD 381990	51494484	189.34
8/24	IRS USATAXPYMT CCD 225263604686884	50577515	1,408.64
<b>Total</b>			<b>\$ 18,908.24</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
8/1	MERCHANT SERVICE MERCH FEE CCD 59078998 8039630978		\$ 2,694.01
8/31	ADDITIONAL CASH DEPOSITED FEE		45.00
<b>Total</b>			<b>\$ 2,739.01</b>





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Bank Freely™ Business checking Summary

Account Number: [REDACTED]

Days in statement period: 30

Table with 3 columns: Description, Amount, and Balance. Rows include Balance on 9/1, Additions, Subtractions (Checks, Payments, Other Withdrawals), Balance on 9/30, and Statement Average Ledger Balance.

Additions

Table with 5 columns: Date, Description/Location, Reference, Amount, and Amount. Lists various merchant service deposits and office deposits from 9/1 to 9/22.



**Additions**

Date	Description/Location	Reference	Amount
9/23	MERCHANT SERVICE MERCH DEP CCD 8039630978	50686062	2,019.00
9/26	MERCHANT SERVICE MERCH DEP CCD 8039630978	51930081	2,085.01
9/26	MERCHANT SERVICE MERCH DEP CCD 8039630978	52160516	2,179.00
9/26	MERCHANT SERVICE MERCH DEP CCD 8039630978	51934167	3,503.00
9/27	MERCHANT SERVICE MERCH DEP CCD 8039630978	53552377	2,101.00
9/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	55060134	1,097.50
9/29	MERCHANT SERVICE MERCH DEP CCD 8039630978	56371269	1,577.50
9/30	OFFICE DEPOSIT	76537545	2,834.01
9/30	MERCHANT SERVICE MERCH DEP CCD 8039630978	57461253	1,518.00
<b>Total</b>			<b>\$ 59,942.58</b>

**Checks**

Number	Date	Reference	Amount	Number	Date	Reference	Amount
4781	9/20	08282652	725.85	4790	9/19	07527304	559.35
4783*	9/9	07550288	2,600.00	4791	9/23	06771318	2,600.00
4784	9/9	75774870	2,600.00	4792	9/23	77294571	2,600.00
4785	9/20	08312460	131.89	10207*	9/6	06768834	889.75
4786	9/19	13758576	1,326.22	10208	9/8	06823112	679.06
4787	9/13	08272044	15,000.00	10209	9/20	06777398	847.24
4788	9/16	75034929	15,000.00	10210	9/23	06016056	286.07
4789	9/22	08287092	34,827.83				
<b>Total</b>							<b>\$ 80,673.26</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

Date	Description/Location	Reference	Amount
9/7	CalSavers ACH PAYROLL CCD 408594	54398825	\$ 226.88
9/7	INTUIT PAYROLL S QUICKBOOKS CCD 54406320 205302147		3,539.62
9/8	IRS USATAXPYMT CCD 225265161945861	54873023	1,387.40
9/9	CAPITAL ONE CRCARDPMT CCD 57184151 3MFWQZ3UG0V4T74		1,656.37
9/9	CAPITAL ONE ONLINE PMT CCD 57261653 3MFXWGU1A6MB8PV		3,345.59
9/20	INTUIT PAYROLL S QUICKBOOKS CCD 56671566 205302147		3,185.71
9/21	CalSavers ACH PAYROLL CCD 445796	57919757	180.25
9/21	INTUIT PAYROLL S QUICKBOOKS CCD 57909905 205302147		385.56
9/21	IRS USATAXPYMT CCD 225266405053315	57015989	1,172.82
9/28	CalSavers ACH PAYROLL CCD 462200	54397132	22.25
9/29	IRS USATAXPYMT CCD 225267262022189	54772518	68.08
<b>Total</b>			<b>\$ 15,170.53</b>

**Other Withdrawals** *including fees and adjustments*

Date	Description/Location	Reference	Amount
9/1	MERCHANT SERVICE MERCH CHBK CCD 59756978 8039630978		\$ 11.00
9/1	MERCHANT SERVICE MERCH FEE CCD 59763629 8039630978		2,532.68
<b>Total</b>			<b>\$ 2,543.68</b>



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Bank Freely™ Business checking Summary

Account Number: [REDACTED]

Days in statement period: 31

Summary table showing Balance on 10/1 (\$206,872.88), Additions (101,748.24), Subtractions (Checks: -36,655.41, Payments: -15,218.73, Other Withdrawals: -1,998.05), Balance on 10/31 (\$254,748.93), and Statement Average Ledger Balance (220,317.45).

Additions

Table of additions with columns: Date, Description/Location, Reference, Amount. Includes entries for Merchant Service Merch Dep CCD and Office Deposits from 10/3 to 10/24.

**Additions**

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
10/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	51218898	988.00
10/26	MERCHANT SERVICE MERCH DEP CCD 8039630978	52453552	1,073.00
10/27	MERCHANT SERVICE MERCH DEP CCD 8039630978	53901017	1,783.50
10/28	OFFICE DEPOSIT	75803631	360.95
10/28	OFFICE DEPOSIT	75803622	10,052.51
10/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	55433641	1,285.00
10/31	OFFICE DEPOSIT	75808107	10,137.00
10/31	MERCHANT SERVICE MERCH DEP CCD 8039630978	57018699	2,075.50
10/31	MERCHANT SERVICE MERCH DEP CCD 8039630978	57352638	2,152.50
10/31	MERCHANT SERVICE MERCH DEP CCD 8039630978	57022694	3,008.00
<b>Total</b>			<b>\$ 101,748.24</b>

**Checks**

<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>
4793	10/7	75786093	2,600.00	4802	10/20	06021616	10,000.00
4794	10/7	07508852	2,600.00	4803	10/20	76515330	10,000.00
4795	10/11	07527170	1,356.71	10211*	10/4	06013672	864.64
4796	10/18	06051844	1,000.00	10212	10/11	06792598	612.87
4797	10/18	08269658	578.62	10213	10/18	08278990	841.91
4800*	10/18	08271140	2,600.00	10214	10/19	06000470	1,000.66
4801	10/21	77296242	2,600.00				
<b>Total</b>							<b>\$ 36,655.41</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
10/4	INTUIT PAYROLL S QUICKBOOKS CCD 50272373 205302147		\$ 3,488.68
10/5	IRS USATAXPYMT CCD 225267814399392	51136711	53.83
10/5	EMPLOYMENT DEVEL EDD EFTPMT CCD 51311955 27371168		143.53
10/5	CalSavers ACH PAYROLL CCD 478619	51689906	201.13
10/5	EMPLOYMENT DEVEL EDD EFTPMT CCD 51310555 23127712		877.50
10/5	IRS USATAXPYMT CCD 225267862778987	51136762	1,397.26
10/11	CAPITAL ONE CRCARDPMT CCD 55460961 3MM8ORYZ47BBX74		254.78
10/11	CAPITAL ONE ONLINE PMT CCD 55850613 3MM1VAUISVKE677		3,619.05
10/18	INTUIT PAYROLL S QUICKBOOKS CCD 54056691 205302147		3,076.45
10/19	CalSavers ACH PAYROLL CCD 511540	55388713	190.80
10/19	IRS USATAXPYMT CCD 225269261535549	54417944	1,372.72
10/28	CA DEPT TAX FEE CDTFA EPMT CCD 12663532	54452631	543.00
<b>Total</b>			<b>\$ 15,218.73</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
10/3	MERCHANT SERVICE MERCH FEE CCD 58739359 8039630978		\$ 1,943.05
10/31	ADDITIONAL CASH DEPOSITED FEE		55.00
<b>Total</b>			<b>\$ 1,998.05</b>



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Bank Freely™ Business checking Summary

Account Number: [REDACTED]

Days in statement period: 30

Summary table showing Balance on 11/1 (\$254,748.93), Additions (67,993.51), Subtractions (Checks: -53,006.60, Payments: -16,074.53, Other Withdrawals: -2,494.58), Balance on 11/30 (\$251,166.73), and Statement Average Ledger Balance (238,026.10).

Additions

Table with 5 columns: Date, Description/Location, Reference, Amount. Lists various merchant service deposits and office deposits from 11/1 to 11/25.

**Additions**

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
11/25	MERCHANT SERVICE MERCH DEP CCD 8039630978	52016841	1,686.00
11/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	53242571	2,042.50
11/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	53245431	2,149.00
11/28	MERCHANT SERVICE MERCH DEP CCD 8039630978	53502845	2,343.00
11/30	MERCHANT SERVICE MERCH DEP CCD 8039630978	56611458	1,788.50
<b>Total</b>			<b>\$ 67,993.51</b>

**Checks**

<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>
4798	11/8	07542194	27,684.99	4811*	11/17	13510322	919.82
4799	11/8	07542192	150.96	4812	11/15	06839174	2,600.00
4804*	11/18	75035952	2,600.00	4813	11/18	75035949	2,600.00
4805	11/1	06769436	2,600.00	10215*	11/1	06776896	810.19
4806	11/7	13011512	896.97	10216	11/1	06793470	823.29
4807	11/14	08309108	8,135.45	10217	11/15	07514690	824.30
4808	11/14	06767576	199.00	10218	11/15	08280158	715.33
4809	11/14	07563512	505.95	10220*	11/30	06776908	940.35
<b>Total</b>							<b>\$ 53,006.60</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
11/1	INTUIT PAYROLL S QUICKBOOKS CCD 58456315 205302147		\$ 3,251.25
11/2	CalSavers ACH PAYROLL CCD 544769	50104489	184.00
11/2	IRS USATAXPYMT CCD 225270653345146	59078560	1,358.66
11/9	CAPITAL ONE CRCARDPMT CCD 57123963 3MSS8GTXR7C1DQO		1,254.40
11/9	CAPITAL ONE ONLINE PMT CCD 57223763 3MSTG5PTKSQN46B		2,261.26
11/15	INTUIT PAYROLL S QUICKBOOKS CCD 52058130 205302147		3,106.11
11/16	CalSavers ACH PAYROLL CCD 583484	53327713	207.93
11/16	IRS USATAXPYMT CCD 225272065245761	52480179	1,281.50
11/30	CalSavers ACH PAYROLL CCD 617704	56155607	163.11
11/30	INTUIT PAYROLL S QUICKBOOKS CCD 56142189 205302147		3,006.31
<b>Total</b>			<b>\$ 16,074.53</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
11/1	MERCHANT SERVICE MERCH FEE CCD 59053662 8039630978		\$ 2,482.08
11/30	ADDITIONAL CASH DEPOSITED FEE		12.50
<b>Total</b>			<b>\$ 2,494.58</b>



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Bank Freely™ Business checking Summary

Account Number: [REDACTED]

Days in statement period: 30

Table with 3 columns: Description, Amount, and Balance. Rows include Balance on 12/1, Additions, Subtractions (Checks, Payments, Other Withdrawals), Balance on 12/30, and Statement Average Ledger Balance.

Additions

Table with 5 columns: Date, Description/Location, Reference, Amount, and Amount. Lists individual transactions from 12/1 to 12/29, including Merchant Service and Office Deposit, ending with a Total of 36,698.51.



**Checks**

<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>
4810	12/5	08425972	33,384.37	4821	12/20	06016900	453.91
4814*	12/8	06039256	2,600.00	10219*	12/6	07594942	827.01
4815	12/2	76512198	2,600.00	10221*	12/15	06767366	786.71
4816	12/16	07546464	2,600.00	10222	12/13	06843582	737.48
4817	12/16	75058641	2,600.00	10223	12/29	06040692	801.10
4818	12/19	06069304	585.83	10224	12/28	08258904	618.54
4819	12/22	07557710	26,805.17	10225	12/29	07514204	497.94
4820	12/21	06760112	500.00	10226	12/30	06010352	192.53
<b>Total</b>							<b>\$ 76,590.59</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
12/1	IRS USATAXPYMT CCD 225273504712945	56506308	\$ 1,292.96
12/9	CAPITAL ONE CRCARDPMT CCD 55753738 3MZ45M6B3T982J4		3,296.08
12/9	CAPITAL ONE ONLINE PMT CCD 55753953 3MZ4W80Q9NFLSKJ		3,529.41
12/13	INTUIT PAYROLL S QUICKBOOKS CCD 58640114 205302147		2,967.27
12/14	CalSavers ACH PAYROLL CCD 655006	59924379	153.87
12/14	IRS USATAXPYMT CCD 225274804104175	59027115	1,210.96
12/28	CalSavers ACH PAYROLL CCD 690379	52664042	185.15
12/28	INTUIT PAYROLL S QUICKBOOKS CCD 52670450 205302147		3,241.61
12/29	IRS USATAXPYMT CCD 225276354824836	53130426	1,247.86
12/30	CalSavers ACH PAYROLL CCD 697847	55671302	128.25
12/30	INTUIT PAYROLL S QUICKBOOKS CCD 55667035 205302147		1,909.59
<b>Total</b>			<b>\$ 19,163.01</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
12/1	MERCHANT SERVICE MERCH FEE CCD 57757172 8039630978		\$ 1,726.76



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Bank Freely™ Business checking Summary

Account Number: [REDACTED]

Days in statement period: 32

Table with 3 columns: Description, Amount, and Balance. Rows include Balance on 12/31, Additions, Subtractions (Checks, Payments, Other Withdrawals), Balance on 1/31, and Statement Average Ledger Balance.

Additions

Table with 5 columns: Date, Description/Location, Reference, Amount, and Amount. Lists various merchant service deposits from 1/3 to 1/31.



**Additions**

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
<b>Total</b>			<b>\$ 57,789.54</b>

**Checks**

<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>	<i>Number</i>	<i>Date</i>	<i>Reference</i>	<i>Amount</i>
4822	1/3	07579246	2,600.00	4836	1/31	08282628	113.96
4823	1/23	77296677	2,600.00	4837	1/25	06002324	186.44
4824	1/5	28500806	3,500.00	4838	1/17	07548024	10,000.00
4825	1/9	13264382	896.97	4839	1/17	75784005	10,000.00
4831*	1/20	08289756	437.99	4840	1/25	07548748	7,585.00
4832	1/17	08341724	477.54	4841	1/26	07504302	2,700.00
4833	1/17	06791908	2,700.00	10227*	1/11	06083584	769.67
4834	1/23	77296680	2,700.00	10228	1/11	07510916	317.29
4835	1/31	08282626	16,782.32	10229	1/25	06762286	884.56
<b>Total</b>							<b>\$ 65,251.74</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

**Payments** *online and electronic banking*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
1/3	IRS USATAXPYMT CCD 225340303902055	56040303	\$ 561.10
1/4	FRANCHISE TAX BO PAYMENTS CCD 94862150	58617507	13,760.00
	PM		
1/10	CAPITAL ONE CRCARDPMT CCD 55546879		1,298.72
	3QVO35M7ZYFI8R4		
1/10	INTUIT PAYROLL S QUICKBOOKS CCD 55397073		2,551.64
	205302147		
1/10	CAPITAL ONE ONLINE PMT CCD 55547625		8,844.93
	3QVP5JZHRLNWJQB		
1/11	CalSavers ACH PAYROLL CCD 729905	56611236	159.94
1/11	IRS USATAXPYMT CCD 225341160266061	55721796	867.28
1/18	IRS USATAXPYMT CCD 225341874986622	51822740	43.88
1/18	EMPLOYMENT DEVEL EDD EFTPMT CCD 52555567		117.02
	292936096		
1/18	EMPLOYMENT DEVEL EDD EFTPMT CCD 52555456		981.32
	1386797472		
1/24	INTUIT PAYROLL S QUICKBOOKS CCD 58771772		2,483.73
	205302147		
1/25	CalSavers ACH PAYROLL CCD 765095	50207227	169.53
1/25	IRS USATAXPYMT CCD 225342560449284	59306446	924.94
<b>Total</b>			<b>\$ 32,764.03</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>
1/3	MERCHANT SERVICE MERCH FEE CCD 57971433		\$ 1,194.72
	8039630978		
1/31	ADDITIONAL CASH DEPOSITED FEE		15.00
<b>Total</b>			<b>\$ 1,209.72</b>

January 1, 2022 - December 31, 2022  
 Account Number: 5AD-482744

AJ FAMILY ENTERTAINMENT LLC  
 4989 SEPULVEDA BLVD  
 SHERMAN OAKS CA 91403-1509

**Your Financial Consultant:**  
 ROBERT ARSHAGOUNI  
 (818) 350-0092

## Portfolio at a Glance

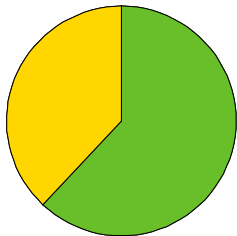
	Year-to-Date
<b>BEGINNING ACCOUNT VALUE</b>	<b>\$52,294.79</b>
Dividends, Interest and Other Income	393.34
<b>Net Change in Portfolio<sup>1</sup></b>	<b>-394.99</b>
<b>ENDING ACCOUNT VALUE</b>	<b>\$52,293.14</b>
Estimated Annual Income	\$397.15

<sup>1</sup> Net Change in Portfolio is the difference between the ending account value and beginning account value after activity.

### The Bank Deposits in your account are FDIC insured bank deposits.

FDIC insured bank deposits are not securities and are not covered by the Securities Investor Protection Corporation (SIPC). These bank deposits are covered by the Federal Deposit Insurance Corporation (FDIC), up to allowable limits.

## Asset Summary



Percent	Asset Type	Prior Year-End	12/31/22
62%	Cash, Money Funds, and Bank Deposits	32,243.81	32,266.60
38%	Mutual Funds	20,050.98	20,026.54
100%	<b>Account Total (Pie Chart)</b>	<b>\$52,294.79</b>	<b>\$52,293.14</b>

Please review your allocation periodically with your Financial Consultant.

## Summary of Gains and Losses

	Realized Year-to-Date	Unrealized
Short-Term Gain/Loss	0.00	-1.43
Long-Term Gain/Loss	0.00	-476.30
<b>Net Gain/Loss</b>	<b>0.00</b>	<b>-477.73</b>

This summary excludes transactions where cost basis information is not available.

## Client Service Information

**Your Financial Consultant:** R08  
ROBERT ARSHAGOUNI  
9176 INDEPENDENCE AVE  
Chatsworth CA 91311-

**Contact Information**  
**Business:** (818) 350-0092

## Your Account Information

### TAX LOT DEFAULT DISPOSITION METHOD

Default Method for Mutual Funds: High Cost Long Term  
Default Method for Stocks in a Dividend Reinvestment Plan: High Cost Long Term  
Default Method for all Other Securities: High Cost Long Term

### BOND AMORTIZATION ELECTIONS

Amortize premium on taxable bonds based on Constant Yield Method: Yes  
Accrual market discount method for all other bond types: Constant Yield Method  
Include market discount in income annually: No

### ELECTRONIC DELIVERY

Your electronic delivery selections for account communications are listed below:

#### Electronic Delivery

Enrollment	Communication
<input checked="" type="checkbox"/>	Statements and Reports
<input checked="" type="checkbox"/>	Trade Confirmations
<input checked="" type="checkbox"/>	Tax Documents
<input checked="" type="checkbox"/>	Notifications
<input checked="" type="checkbox"/>	Prospectus*
<input checked="" type="checkbox"/>	Proxy/Shareholder Communications

Please log in to your account or contact your Financial Consultant to make any changes to your electronic delivery preferences.

### E-mail notifications are delivered to the following e-mail address(es):

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j#####@yahoo.com

\*j#####@yahoo.com is on file for these documents

The above e-mail address is partially masked for your security.  
Please log in to your account to review the full e-mail address.

Portfolio Holdings

Quantity	Account Number	Activity Ending	Closing Balance	Income This Year	30-Day Yield	Current Yield
<b>CASH, MONEY FUNDS AND BANK DEPOSITS 62.00% of Portfolio</b>						
<b>FDIC Insured Bank Deposits</b>						
FLEXINSURED ACCOUNT						
32,266.6000	N/A	12/30/22	32,266.60	22.79	N/A	N/A
<b>Total FDIC Insured Bank Deposits</b>			\$32,266.60	\$22.79		
<b>TOTAL CASH, MONEY FUNDS AND BANK DEPOSITS</b>			\$32,266.60	\$22.79		

Date Acquired	Quantity	Unit Cost	Current Cost Basis	Market Price	Market Value	Unrealized Gain/Loss	Estimated Annual Income	Estimated Yield
<b>MUTUAL FUNDS 38.00% of Portfolio</b>								
PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C								
Open End Fund								
Dividend Option: Reinvest; Capital Gains Option: Reinvest								
Security Identifier: MCFRX								
CUSIP: 72388E506								
02/23/21	2,057.6130	9.7200	20,000.00	9.4900	19,526.75	-473.25	365.02	1.86%
Reinvestments to Date		52.6650	9.5750	504.27	499.79	-4.48	9.34	1.86%
Total Covered		2,110.2780	20,504.27		20,026.54	-477.73	374.36	
Total		2,110.2780	\$20,504.27		\$20,026.54	-\$477.73	\$374.36	
<b>TOTAL MUTUAL FUNDS</b>			\$20,504.27		\$20,026.54	-\$477.73	\$374.36	
<b>Total Portfolio Holdings</b>			<b>Current Cost Basis</b>		<b>Market Value</b>	<b>Unrealized Gain/Loss</b>	<b>Estimated Annual Income</b>	
			\$52,770.87		\$52,293.14	-\$477.73	\$397.15	

Generally, securities acquired before 2011, in retirement accounts or held by Non-U.S. entities are not subject to the cost basis reporting rules set forth in the Internal Revenue Code of 1986, as amended by the Emergency Economic Stabilization Act of 2008, and are marked as "noncovered". Securities marked as "covered", were identified as securities potentially subject to the cost basis reporting rules and may be reported to the IRS on form 1099-B for the applicable tax year in which the securities are disposed.

Note: In the event where we cannot easily determine the taxability of an account, we may mark the account as noncovered. However, if the account does not receive a 1099B, the cost basis will not be reported to the IRS.

Portfolio Holdings Disclosures

Pricing

This section includes the net market value of the securities in your account on a settlement date basis, including short positions, at the close of the report period. The market prices, unless otherwise noted, have been obtained from independent vendor services, which we believe to be reliable. In some cases the pricing vendor may provide prices quoted by a single

## Portfolio Holdings Disclosures *(continued)*

### Pricing *(continued)*

broker or market maker. Market prices do not constitute a bid or an offer, and may differ from the actual sale price. Securities for which a price is not available are marked "N/A" and are omitted from the Total.

THE AS OF PRICE DATE ONLY APPEARS WHEN THE PRICE DATE DOES NOT EQUAL THE REPORT DATE.

### Estimated Annual Figures

The estimated annual income (EAI) and estimated annual yield (EAY) figures are estimates and for informational purposes only. These figures are not considered to be a forecast or guarantee of future results. These figures are computed using information from providers believed to be reliable; however, no assurance can be made as to the accuracy. Since interest and dividend rates are subject to change at any time, and may be affected by current and future economic, political, and business conditions, they should not be relied on for making investment, trading, or tax decisions. These figures assume that the position quantities, interest and dividend rates, and prices remain constant. A capital gain or return of principal may be included in the figures for certain securities, thereby overstating them. Refer to [www.pershing.com/disclosures](http://www.pershing.com/disclosures) for specific details as to formulas used to calculate the figures.

### Reinvestment

The dollar amount of Mutual Fund distributions, Money Market Fund dividend income, Bank Deposit interest income, or dividends for other securities shown on your report may have been reinvested. You will not receive confirmation of these reinvestments. Upon written request to your financial institution, information pertaining to these transactions, including the time of execution and the name of the person from whom your security was purchased, may be obtained. In dividend reinvestment transactions, Pershing acts as your agent and receives payment for order flow.

### Option Disclosure

Information with respect to commissions and other charges incurred in connection with the execution of option transactions has been included in confirmations previously furnished to you. A summary of this information is available to you promptly upon your written request directed to your introducing firm. In order to assist your introducing firm in maintaining current background and financial information concerning your option accounts, please promptly advise them in writing of any material change in your investment objectives or financial situation. Expiring options which are valuable are exercised automatically pursuant to the exercise by exception procedure of the Options Clearing Corporation. Additional information regarding this procedure is available upon written request to your introducing firm.

### Foreign Currency Transactions

Pershing will execute foreign currency transactions as principal for your account. Pershing may automatically convert foreign currency to or from U.S. dollars for dividends and similar corporate action transactions unless you instruct your financial organization otherwise. Pershing's currency conversion rate will not exceed the highest interbank conversion rate identified from customary banking sources on the conversion date or the prior business day, increased by up to 1%, unless a particular rate is required by applicable law. Your financial organization may also increase the currency conversion rate. This conversion rate may differ from rates in effect on the date you executed a transaction, incurred a charge, or received a credit. Transactions converted by agents (such as depositories) will be billed at the rates such agents use.

### Proxy Vote

Securities not fully paid for in your margin account may be lent by Pershing to itself or others in accordance with the terms outlined in the Margin Agreement. The right to vote your shares held on margin may be reduced by the amount of shares on loan. The Proxy Voting Instruction Form sent to you may reflect a smaller number of shares entitled to vote than the number of shares in your margin account.

## Activity Summary *(All amounts shown are in base currency)*

	Credits Year-to-Date	Debits Year-to-Date	Net Year-to-Date
<b>Securities</b>			
Securities Bought	0.00	-370.55	-370.55
<b>Total Securities</b>	<b>\$0.00</b>	<b>-\$370.55</b>	<b>-\$370.55</b>

Activity Summary *(continued)*

	Credits Year-to-Date	Debits Year-to-Date	Net Year-to-Date
<b>Dividends and Interest</b>	\$393.34	\$0.00	\$393.34
<b>FDIC Insured Bank Deposits</b>	\$0.00	-\$22.79	-\$22.79
<b>Totals</b>	\$393.34	-\$393.34	\$0.00

Transactions by Type of Activity

Process/ Settlement Date	Trade/ Transaction Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
<b>Securities Bought and Sold</b>								
01/03/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.68000 FOR ACCRUAL PERIOD ENDING 12/31/21	1.4090			-13.64	USD
02/01/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.68000 FOR ACCRUAL PERIOD ENDING 01/31/22	1.4100			-13.65	USD
03/01/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.64000 FOR ACCRUAL PERIOD ENDING 02/28/22	1.4230			-13.72	USD
04/01/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.61000 FOR ACCRUAL PERIOD ENDING 03/31/22	1.6090			-15.46	USD
05/02/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.61000 FOR ACCRUAL PERIOD ENDING 04/29/22	1.7150			-16.48	USD
06/01/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.55000 FOR ACCRUAL PERIOD ENDING 05/31/22	2.0440			-19.52	USD
07/01/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.51000 FOR ACCRUAL PERIOD ENDING 06/30/22	2.7130			-25.80	USD

## Transactions by Type of Activity *(continued)*

Process/ Settlement Date	Trade/ Transaction Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
<b>Securities Bought and Sold <i>(continued)</i></b>								
08/01/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.52000 FOR ACCRUAL PERIOD ENDING 07/29/22	3.4770			-33.10	USD
09/01/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.56000 FOR ACCRUAL PERIOD ENDING 08/31/22	3.9060			-37.34	USD
10/03/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.49000 FOR ACCRUAL PERIOD ENDING 09/30/22	5.5680			-52.84	USD
11/01/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.47000 FOR ACCRUAL PERIOD ENDING 10/31/22	6.1820			-58.54	USD
12/01/22		REINVEST CASH INCOME MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C SHRS PURCH. AT \$9.47000 FOR ACCRUAL PERIOD ENDING 11/30/22	7.4400			-70.46	USD
<b>Total Securities Bought and Sold</b>						<b>\$0.00</b>	<b>-\$370.55</b>	<b>USD</b>
<b>Dividends and Interest</b>								
01/03/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 12/31/21				13.64	USD
01/14/22		FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				0.27	USD
02/01/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 01/31/22				13.65	USD
02/15/22		FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				0.27	USD
03/01/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 02/28/22				13.72	USD
03/15/22		FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				0.24	USD

Transactions by Type of Activity *(continued)*

Process/ Settlement Date	Trade/ Transaction Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
<b>Dividends and Interest (continued)</b>								
04/01/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 03/31/22				15.46	USD
04/19/22	04/18/22	FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				0.27	USD
05/02/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 04/29/22				16.48	USD
05/13/22		FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				0.26	USD
06/01/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 05/31/22				19.52	USD
06/15/22		FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				0.26	USD
07/01/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 06/30/22				25.80	USD
07/15/22		FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				0.44	USD
08/01/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 07/29/22				33.10	USD
08/15/22		FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				1.36	USD
09/01/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 08/31/22				37.34	USD



## Transactions by Type of Activity *(continued)*

Process/ Settlement Date	Trade/ Transaction Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
<b>Dividends and Interest <i>(continued)</i></b>								
09/15/22		FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				2.69	USD
10/03/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 09/30/22				52.84	USD
10/14/22		FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				2.91	USD
11/01/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 10/31/22				58.54	USD
11/15/22		FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				5.92	USD
12/01/22		CASH DIVIDEND RECEIVED MCFRX	PIONEER MULTI-ASSET ULTRASHORT INCOME FUND CLASS C FOR ACCRUAL PERIOD ENDING 11/30/22				70.46	USD
12/15/22		FDIC INSURED BANK DEPOSITS INTEREST RECEIVED PER338610	FLEXINSURED ACCOUNT INTEREST CREDITED				7.90	USD
<b>Total Dividends and Interest</b>						<b>\$0.00</b>	<b>\$393.34</b>	<b>USD</b>
<b>FDIC Insured Bank Deposits</b>								
01/14/22		FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-0.27	USD
02/15/22		FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-0.27	USD
03/15/22		FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-0.24	USD

January 1, 2022 - December 31, 2022  
 AJ FAMILY ENTERTAINMENT LLC

Transactions by Type of Activity *(continued)*

Process/ Settlement Date	Trade/ Transaction Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
<b>FDIC Insured Bank Deposits (continued)</b>								
04/19/22	04/18/22	FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-0.27	USD
05/13/22		FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-0.26	USD
06/15/22		FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-0.26	USD
07/15/22		FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-0.44	USD
08/15/22		FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-1.36	USD
09/15/22		FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-2.69	USD
10/14/22		FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-2.91	USD

## Transactions by Type of Activity *(continued)*

Process/ Settlement Date	Trade/ Transaction Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
<b>FDIC Insured Bank Deposits <i>(continued)</i></b>								
11/15/22		FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-5.92	USD
12/15/22		FDIC INSURED BANK DEPOSITS INTEREST REINVESTED PER338610	FLEXINSURED ACCOUNT INTEREST REINVESTED				-7.90	USD
<b>Total FDIC Insured Bank Deposits</b>						<b>\$0.00</b>	<b>-\$22.79</b>	<b>USD</b>
<b>Total Value of Transactions</b>						<b>\$0.00</b>	<b>\$0.00</b>	<b>USD</b>

The price and quantity displayed may have been rounded.

## FDIC Insured Bank Deposits

Date	Activity Type	Description	Amount	Balance
<b>FDIC Insured Bank Deposits</b>				
<b>FLEXINSURED ACCOUNT</b>				
Activity Ending: 12/30/22				
01/01/22	Opening Balance		32,243.81	32,243.81
01/14/22	Deposit	INTEREST CREDITED Bank of China a/o 01/15 \$32,000.27 Goldman Sachs Bank US a/o 01/15 \$243.81 YIELD 0.01%	0.27	32,244.08
02/15/22	Deposit	INTEREST CREDITED Bank of China a/o 02/15 \$32,000.54 Goldman Sachs Bank US a/o 02/15 \$243.81 YIELD 0.01%	0.27	32,244.35
03/15/22	Deposit	INTEREST CREDITED Bank of China a/o 03/15 \$32,000.78 Goldman Sachs Bank US a/o 03/15 \$243.81 YIELD 0.01%	0.24	32,244.59

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AJ FAMILY ENTERTAINMENT LLC

**FDIC Insured Bank Deposits (continued)**

Date	Activity Type	Description	Amount	Balance
<b>FDIC Insured Bank Deposits (continued)</b>				
<b>FLEXINSURED ACCOUNT (continued)</b>				
04/14/22	Deposit	INTEREST CREDITED Bank of China a/o 04/14 \$0.13 First Republic Bank ( ) a/o 04/14 \$32,000.92 Goldman Sachs Bank US a/o 04/14 \$243.81 YIELD 0.01%	0.27	32,244.86
05/13/22	Deposit	INTEREST CREDITED Bank of China a/o 05/15 \$0.13 First Republic Bank ( ) a/o 05/15 \$32,001.18 Goldman Sachs Bank US a/o 05/15 \$243.81 YIELD 0.01%	0.26	32,245.12
06/15/22	Deposit	INTEREST CREDITED Bank of China a/o 06/15 \$0.13 First Republic Bank ( ) a/o 06/15 \$0.25 Goldman Sachs Bank US a/o 06/15 \$32,245.00 YIELD 0.01%	0.26	32,245.38
07/15/22	Deposit	INTEREST CREDITED Bank of China a/o 07/15 \$0.13 Morgan Stanley Privat a/o 07/15 \$0.25 Goldman Sachs Bank US a/o 07/15 \$32,245.44 YIELD 0.02%	0.44	32,245.82
08/15/22	Deposit	INTEREST CREDITED	1.36	32,247.18

FDIC Insured Bank Deposits *(continued)*

Date	Activity Type	Description	Amount	Balance
<b>FDIC Insured Bank Deposits</b> <i>(continued)</i>				
<b>FLEXINSURED ACCOUNT</b> <i>(continued)</i>				
09/15/22	Deposit	Bank of China a/o 08/15 \$0.13 Morgan Stanley Privat a/o 08/15 \$0.25 Goldman Sachs Bank US a/o 08/15 \$32,246.80 YIELD 0.05% INTEREST CREDITED	2.69	32,249.87
10/14/22	Deposit	Bank of China a/o 09/15 \$0.13 Morgan Stanley Privat a/o 09/15 \$0.25 Goldman Sachs Bank US a/o 09/15 \$32,249.49 YIELD 0.10% INTEREST CREDITED	2.91	32,252.78
11/15/22	Deposit	Bank of China a/o 10/15 \$0.13 Morgan Stanley Privat a/o 10/15 \$0.25 Goldman Sachs Bank US a/o 10/15 \$32,252.40 YIELD 0.11% INTEREST CREDITED	5.92	32,258.70
12/15/22	Deposit	Bank of China a/o 11/15 \$0.13 Morgan Stanley Privat a/o 11/15 \$0.25 Goldman Sachs Bank US a/o 11/15 \$32,258.32 YIELD 0.22% INTEREST CREDITED	7.90	32,266.60
		Bank of China a/o 12/15 \$0.13 Morgan Stanley Privat a/o 12/15 \$0.25 Goldman Sachs Bank US		

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**FDIC Insured Bank Deposits (continued)**

Date	Activity Type	Description	Amount	Balance
<b>FDIC Insured Bank Deposits (continued)</b>				
FLEXINSURED ACCOUNT (continued)				
		a/o 12/15 \$32,266.22 YIELD 0.30%		
12/30/22	Closing Balance			\$32,266.60
<b>Total FDIC Insured Bank Deposits</b>				<b>\$32,266.60</b>

The FDIC Insured Bank Deposits are not securities and are not covered by the Securities Investor Protection Corporation (SIPC). The Bank Deposits at each bank are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for each category of legal ownership including individual retirement accounts and certain other self directed retirement accounts. Please review this in connection with other deposits you may have at each respective bank.

**Income and Expense Summary**

	Year-to-Date	
	Taxable	Non Taxable
<b>Dividend Income</b>		
Other Dividends	370.55	0.00
<b>Interest Income</b>		
FDIC Insured Bank Deposits	22.79	0.00
<b>Total Income</b>	<b>\$393.34</b>	<b>\$0.00</b>

**Important Information and Disclosures**

- The Role of Pershing**
- Pershing carries your account as clearing broker pursuant to a clearing agreement with your financial institution. Pershing may accept from your financial institution without inquiry or investigation (i) orders for the purchase and sale of securities and other property and (ii) any other instructions concerning your account. Pershing is not responsible or liable for any acts or omissions of your financial institution or its employees and it does not supervise them. Pershing provides no investment advice nor does it assess the suitability of any transaction or order. Pershing acts as the agent of your financial institution and you agree that you will not hold Pershing or any person controlling or under common control with it liable for any investment losses incurred by you.
  - Pershing performs several key functions at the direction of your financial institution. It acts as custodian for funds and securities you may deposit with it directly or through your financial institution or that it receives as the result of securities transactions it processes.
  - Your financial institution is responsible for adherence to the securities laws, regulations and rules which apply to it regarding its own operations and the supervision of your account, its sales representatives and other personnel. Your financial institution is also responsible for approving the opening of accounts and obtaining account documents; the acceptance and, in certain instances, execution of securities orders; the assessment of the suitability of those transactions, where applicable; the rendering of investment advice, if any, to you and in general, for the ongoing relationship that it has with you.

## Important Information and Disclosures *(continued)*

### The Role of Pershing *(continued)*

- Inquiries concerning the positions and balances in your account may be directed to the Pershing Customer Service Department at (201) 413-3333. All other inquiries regarding your account or activity should be directed to your financial institution. Your financial organization's contact information can be found on the first page of this report.
- For a description of other functions performed by Pershing please consult the Disclosure Statement provided to you upon the opening of your account. This notice is not meant as a definitive enumeration of every possible circumstance, but as a general disclosure. If you have any questions regarding this notice or if you would like additional copies of the Disclosure Statement, please contact your financial institution.
- Pershing is a member of the Securities Investor Protection Corporation (SIPC®). Please note that SIPC does not protect against loss due to market fluctuation. In addition to SIPC protection, Pershing provides coverage in excess of SIPC limits. For more detailed information please visit: [www.pershing.com/about/strength-and-stability](http://www.pershing.com/about/strength-and-stability).
- This report will be deemed conclusive. You are advised to report any inaccuracy or discrepancy (including unauthorized trading) promptly, but no later than ten days after receipt of this report, to your financial organization and Pershing. Please be advised that any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act.
- Your financial organization's contact information can be found on the first page of this report. Pershing's contact information is as follows: **Pershing LLC, Legal Department, One Pershing Plaza, Jersey City, New Jersey 07399; (201) 413-3330**. Errors and Omissions excepted.

### Important Arbitration Disclosures

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

### Important Arbitration Agreement

Any controversy between you and Pershing LLC shall be submitted to arbitration before the Financial Industry Regulatory Authority. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until; (I) the class certification is denied; (II) the class is decertified; or (III) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. The laws of the State of New York govern.

Pershing's contact information is as follows: **Pershing LLC, Legal Department, One Pershing Plaza, Jersey City, New Jersey 07399; (201) 413-3330**.





**Business Credit Scores range from a low of 1 to high of 100 with this company receiving a score of 68.** Higher scores indicate lower risk. This score predicts the likelihood of serious credit delinquencies within the next 12 months. This score uses tradeline and collections information, public filings as well as other variables to predict future risk.


### Experian Financial Stability Risk Rating

**1**

**Financial Stability Risk Rating**



**Low Risk**



A Financial Stability Risk Rating of 1 indicates a 0.55% potential risk of severe financial distress within the next 12 months.

**Key Rating Factors:**

- Number of active commercial accounts.
- Risk associated with the company's industry sector.
- Risk associated with the business type.
- Employee size of business.

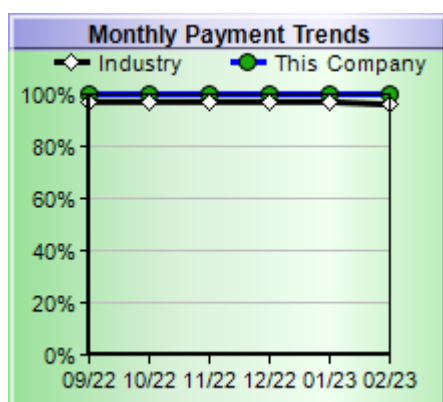
**Financial Stability Risk Ratings range from a low of 1 to high of 5 with this company receiving a rating of 1.** Lower ratings indicate lower risk. Experian categorizes all businesses to fit within one of the five risk segments. This rating predicts the likelihood of payment default and/or bankruptcy within the next 12 months. This rating uses tradeline and collections information, public filings as well as other variables to predict future risk.

### Credit Summary

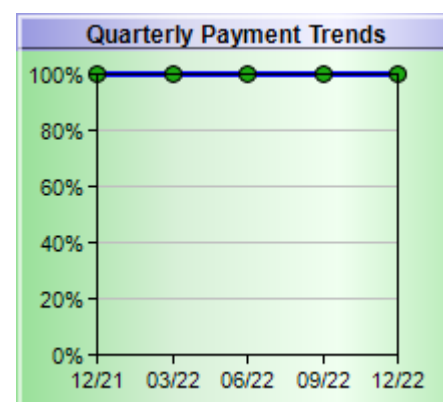
<b>Current Days Beyond Terms (DBT):</b>	<b>0</b>
<b>Predicted DBT for 04/26/2023:</b>	<b>1</b>
<b>Average Industry DBT:</b>	<b>2</b>
<b>Payment Trend Indicator:</b>	Stable
<b>Lowest 6 Month Balance:</b>	\$108
<b>Highest 6 Month Balance:</b>	\$7,276
<b>Current Total Account Balance:</b>	\$0
<b>Highest Credit Amount Extended:</b>	\$0

<b>Payment Tradelines</b> (see <a href="#">charts</a> ):	7
<b>UCC Filings:</b>	1
<b>Businesses Scoring Worse:</b>	<b>67%</b>
✓ <b>Bankruptcies:</b>	0
✓ <b>Liens:</b>	0
✓ <b>Judgments Filed:</b>	0
✓ <b>Collections:</b>	0

### Payment Trend Summary



\*Percentage of on-time payments by month.



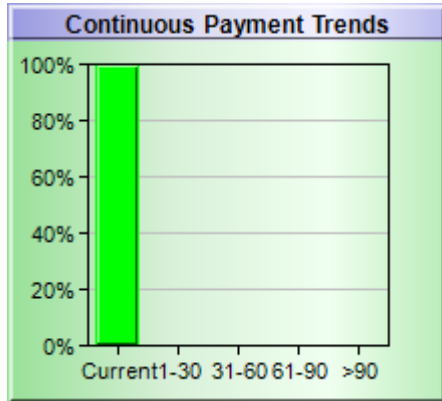
\*Percentage of on-time payments by quarter.

**Monthly Payment Trends - Recent Activity**

Date	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
09/22	100%	0%	0%	0%	0%
10/22	100%	0%	0%	0%	0%
11/22	100%	0%	0%	0%	0%
12/22	100%	0%	0%	0%	0%
01/23	100%	0%	0%	0%	0%
02/23	100%	0%	0%	0%	0%

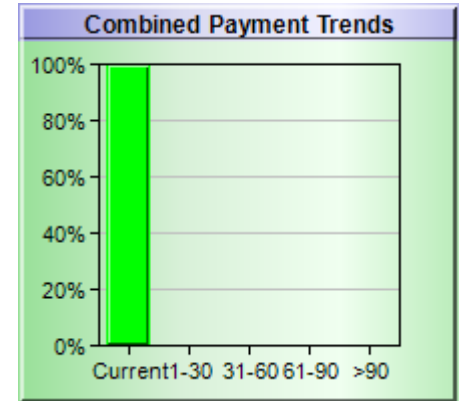
**Quarterly Payment Trends - Recent Activity**

Date	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
12/21	100%	0%	0%	0%	0%
03/22	100%	0%	0%	0%	0%
06/22	100%	0%	0%	0%	0%
09/22	100%	0%	0%	0%	0%
12/22	100%	0%	0%	0%	0%



\*Continuous distribution with DBT.

Insufficient information to produce  
**Newly Reported Payment Trends**  
chart.



\*Combined distribution with DBT.

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**REQUEST FOR PROPOSAL  
Sherman Oaks Castle Park Batting Cages Concession  
(CON-M23-001)**

**A.J. Family Entertainment, LLC Proposal**

**Attachment B:**

**2.7 Financial Documentation**

**2.72** Copy of the Line of Credit Statement from Union Bank for A.J. Family Entertainment, LLC.



## Small Business Line of Credit-5033

Outstanding Balance

**\$0.00**

### Account Details

Minimum Payment Amount	\$0.00	Last payment amount
Next payment due date	04/03/2023	
Available Credit	\$250,000.00	
(Today's) Payoff Amount	\$0.00*	
Interest Rate	9.75%	
(Last) Statement Date	03/03/2023	
Daily Interest Accrual	\$0.00	
Last payment received		

\*NOTE: This amount may not include fees and/or costs that could be assessed at the time of payoff. Call 1-800-237-0561, option 0 (Monday - Friday 8 a.m. to 6 p.m. PT) to obtain a payoff quote from a Customer Service Representative.

Payments to your loan made through Union Bank ATMs, telephone, online or mobile services are credited the same day you made the payment. The transaction will display on account details for your loan two business days later.

### Posted Transactions

Dec 08, 2022 - Mar 08, 2023

Date	Transaction	Amount	Balance
No records found			

**REQUEST FOR PROPOSAL  
Sherman Oaks Castle Park Batting Cages Concession  
(CON-M23-001)**

**A.J. Family Entertainment, LLC Proposal**

**Attachment C:**

**Letters of Recommendation**



J&J Amusements, Inc.

4897 Indian School Rd NE.

Suite 150

Salem, OR 97305

P: 503.304.8899

F: 503.304.1899

[www.jjamusements.com](http://www.jjamusements.com)

March 10, 2023

To whom it may concern,

I am pleased to write this letter of recommendation for John Wawee, a long-time business customer of ours. John's primary business is providing a place for all walks of life to come swing a baseball/softball bat in a safe and wholesome environment. We've had the pleasure of working closely with Castle Batting/AJ's Family Entertainment center for over 35 years, and we have been consistently impressed with their professionalism and dedication to excellence.

We supply Family Fun Centers, specifically batting cage equipment, all over the world. During our time working with John and his company, they have demonstrated a deep understanding of the batting cage industry and a commitment to delivering the highest quality products and services to their customers. They have always been responsive to our requests and have shown a willingness to go above and beyond to ensure that our partnership is successful. They are Top-notch among the elite.

One of the things that has impressed us most about John is his ability to adapt to changing market conditions and customer needs. They are always looking for ways to improve their products and services, and they are not afraid to try new approaches or take calculated risks to stay ahead of the competition.

Additionally, John has always been a pleasure to work with on a personal level. He is courteous, respectful, and always maintains a positive attitude, even in the face of challenging circumstances. We have truly enjoyed our business relationship with John, and we would highly recommend them to any other business looking for a reliable, professional, and innovative partner.

In summary, John Wawee has been an outstanding customer who we have had the pleasure of working with for over 35 years. A.J. Family Entertainment has demonstrated a commitment to excellence in all aspects of their business and we are confident they will continue to be successful for many years to come. We strongly recommend John and A.J. Family Entertainment to any other business looking for a partner they can trust and rely on.

Sincerely,

Dan Hansen

General Manager



March 6, 2023

To whom it may concern:

On behalf of the hundreds of senior softball players who enjoy our opportunity to sharpen our batting skills at the Sherman Oaks Castle Park Batting Cages, I am writing this letter to let the Department know how much we appreciate the great experience John Wawee, Andy Slater and their team provide for all of us.

We have players from age 50 to 90 (yes, 90!) in our various senior softball leagues and regularly scheduled pickup games in the San Fernando Valley. We don't have organized practices, so we need a place that is safe and convenient to get our batting stroke locked in. And although there are other batting cages within driving distance, we all prefer the Castle batting cages.

The reasons are many, but they start with the fact that the Castle batting cages are expertly run by John and Andy, who take a heartfelt personal interest in their customers. They provide a clean, safe environment with pitching machines that are perfectly calibrated and pricing that is reasonable. Their checkout equipment is clean, sanitized and of excellent quality. Their staff is well-trained, courteous and professional, and they always have a smile when we interact with them. They make it a very enjoyable place to be, whether their customer is 9 years old, 90, or anywhere in between.

I have played softball for many years, and over that time I have visited many batting cages. None compares to the Castle batting cages, which are extremely well-maintained and managed. After a 40-foot fall a decade ago, my doctors told me I would likely never walk without a walker or wheelchair, let alone play softball. When I decided to try to play and realized I would need help to hit, the first person I met at the cages was John Wawee. He worked with me to hone my swing, and provided the encouragement I needed to help me believe in myself. Over the last five years, I have visited the cages multiple times each week. I have progressed from being a player who was hitless in my first 13 senior softball at-bats to regularly batting over .800 (and sometimes over .900) in our league seasons. I even started the higher-level all-star game at third base last season. I have risen from a "4" rating to an "8". I am so proud of this. Not many senior players improve much, because it's not easy to get better at anything when you are approaching age 70. And yet many of us have significantly improved our hitting, thanks to John and Andy.

I tell everyone I know that I owe it all to the cages, and to the care and concern the Castle batting cages team shows not just for me, but for everyone who visits the cages. For all of us, the fun we experience and the friendships we have made in our senior softball experience are an important source of joy in our lives, and the cages are a key part of our senior softball experience. We are thankful to John and Andy (and to the wisdom of the Department of Recreation and Parks to continue to have them running the cages), so that we will always have this wonderful resource that helps us improve our self-confidence and the quality of our play, and thereby, lifts our spirits and enriches our lives.

Sincerely,



Greg Waskul  
Senior Softball Player  
gregwaskul@aol.com  
(818) 926-0079

To whom it may concern:

I am writing to enthusiastically support your approving the application by A.J. Family Entertainment, LLC to renew its contract to operate the batting cages at Sherman Oaks Castle Park. I have been a long time customer of theirs, having used their batting cages frequently for at least twenty years.

In my extensive experience with their operation, I have found it to be exceptionally well run and highly reliable. They are transparent with their customers and maintain reasonable prices. They keep an extremely clean and safe operation. They deal with operational constraints such as rain efficiently and safely. They are also extremely customer-friendly. They go out of their way to accommodate customers, sometimes opening early to accommodate customers who have an early game and want to get some batting practice before the normal batting cage hours. They go to great lengths to assure the safety of their customers, being sure that the machines are working properly before allowing customers to use them.

Over the years, I have had only the most positive experiences at the Castle Batting Cages and it would be a great loss to the community for them to no longer operate such an excellent facility.

**Mel Levine**

**GIBSON DUNN**

Gibson, Dunn & Crutcher LLP  
2029 Century Park East Suite 4000, Los Angeles, CA 90067-3026  
Tel +1 310.557.8098 • Cell +1 310.779.1000  
MLevine@gibsondunn.com • www.gibsondunn.com



**REQUEST FOR PROPOSAL  
Sherman Oaks Castle Park Batting Cages Concession  
(CON-M23-001)**

**A.J. Family Entertainment, LLC Proposal**

**Attachment D:**

**Guest Risk Reduction Program**

# Sherman Oaks Castle Batting Cages

# Guest Risk

# Reduction Manual

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**This manual will explain possible risks to guests and procedures to reduce the risk of injury to guests:**

- ✓ Guest Safety Exposure.
- ✓ Guest Risk Reduction.
- ✓ Posted Rules the Guests Must Follow.
- ✓ Daily Checklist.

## Guest Safety Exposure

1. Hit by pitched ball
2. Hit by batted ball
3. Hit by bat outside of cages
4. Player too young or inexperienced to use a batting cage
5. Batters not standing in Batters Box
6. Non-Contact injuries while batting (i.e. ankle, knee, etc...)
7. Players/Guest not complying with all posted Rules
9. Fire
10. Slip and fall
11. Horseplay

## Guest Risk Reduction

1. All SAFETY/WARNING SIGNS and RULES will be displayed for guests to follow.
2. All employees must understand these SAFETY/WARNING SIGNS and RULES and ENFORCE THESE RULES!
3. At least ONE batting range EMPLOYEE MUST BE ON DUTY AT ALL TIMES DURING CAGE OPERATION!
4. Pitching Machines, Warning Lights and related Feeding Systems must be adjusted and maintained at all times and must be in good working order at all times while batting cage is available for play.
5. Signs must be posted stating type of cage (baseball or softball) and speeds of pitch in each cage.
6. Regular cleaning of floor/concrete to prevent slipping and to keep balls clean.
7. All netting and protective fencing must be repaired, maintained and replaced when necessary.

8. Inspect, clean and replace worn balls regularly. Replace balls only with similar ones from the same batch. **Do Not Mix New Balls with Old Ones.**
9. Follow all local health and safety codes.
10. Employees must stop balls from pitching immediately when any accident occurs. Attend to guest immediately. Do not allow batting in the batting cage where accident occurred until all equipment has been checked for proper operating condition. File Incident Report.
11. All employees will be trained about safety risks of guests and themselves!
12. EMPLOYEES WILL HAVE ALL GUESTS FOLLOW THE POSTED RULES! EMPLOYEES MUST HAVE A "ZERO TOLERANCE RULE" FOR GUESTS BREAKING POSTED RULES!
13. EMPLOYEES MUST TAKE IMMEDIATE STEPS (stop pitching machines and remove batter from cage) TO MINIMIZE SAFETY RISKS TO GUEST WHEN RISKS ARE APPARENT!

### Posted Rules the Guests Must Follow

- A. Batters MUST wear helmets at all times.
- B. No one under the age of 8 years old, or 4' 6", is permitted to use the batting cages.
- C. No switch hitting during game.
- D. Batters must wear closed toe shoes. No sandals.
- E. Only one person in the batting cages at a time during play.
- F. No person under the influence of Drugs or Alcohol is permitted to use the batting cages.
- G. Close gates at all times when entering or exiting the cages.
- H. No practice swings outside of cages.
- I. Batters Must stay behind yellow line.
- J. No food or drink inside the cage.
- K. Do not stand too close to plate. Do not swing with hands over the plate.

## Daily Checklist

1. Clean debris from batting area (pit, stalls, etc...)
2. Visually inspect the coin box for damage and repair as necessary.
3. Visually inspect batters stalls for any holes in netting, properly hung back stop pads and well marked batters boxes. Repair if necessary.
4. Walk the inside perimeter of the cage visually checking for ripped netting ties at lower fence, holes in net (including overhead), broken cables, and fencing connections.
5. Visually check pitching machine area (the pit) for netting holes, rips in netting tie downs, etc. Repair if needed.
6. Visually check light box warning lights for proper operation. Replace any broken lens or defective light bulbs.
7. Visually check 90 degree drop for proper alignment with ball chute. Check proper spacing between ball drop from 90 degree drop and top of ball chute.
8. Visually inspect ball chutes and ball guide chutes for proper alignment.
9. Visually inspect pinch roller wheel for damage or wear. Replace if necessary.
10. Visually inspect pitching wheels for damage or wear. Replace if necessary.
11. Visually check guide chute “micro switch” cord from light box for proper attachment. Be certain that each wire lead has a properly attached crimp-on “fork terminal” and that it is firmly connected to the micro switch leads. Replace “wire ties” that attach micro switch wire to ball guide chute if broken.
12. Turn on hopper/feeding system and observe its operation
13. Run 100 pitches on each machine and watch carefully for accurate pitches and make adjustments as necessary. Check for proper sequencing of light box. Check the computer to make sure each machine is counting one pitch at a time. For duel machines drop two tokens in the coin box for the machine that did not get 100 pitches and repeat above.
14. Visually check where balls are pitching through the Netting Holes. Balls must pass through the middle of the holes (not closer to any edge of hole). Make adjustments to net holes as needed.
15. Visually check bats for cracks and worn out grips. Replace as needed.
16. Visually check all batting helmets for cracks or defects.
17. Visually check balls for excessive or uneven wear, cracks or breaks. Replace as needed. Remember, never mix old balls with new balls. Replace balls all at one time to assure consistent ball wear.

Guest safety is essential to the batting range success. Employees must be committed to this vital aspect of the business. Employees are the most responsible for any Guest Safety Program implemented by Management.

I, \_\_\_\_\_ hereby certify that I have read the safety manual: **Sherman Oaks Castle Batting Cages - Guest Risk Reduction Manual**. The manual included the following information:

Please initial below:

- Guest Safety Exposure.
- Guest Risk Reduction.
- Posted Rules the Guests Must Follow.
- Daily Checklist.

I understand the information included in the Guest Risk Reduction Manual and I commit myself to support the safety efforts in my department and in this organization.

---

**Employee Signature**

---

**Date**

---

**Supervisor Signature**

---

**Date**

**REQUEST FOR PROPOSAL  
Sherman Oaks Castle Park Batting Cages Concession  
(CON-M23-001)**

**A.J. Family Entertainment, LLC Proposal**

**Attachment E:**

**Employee Safety**

**Injury & Illness Prevention Program**

***SOCBC***

**INJURY & ILLNESS  
PREVENTION PROGRAM**

*SOCBC*

Sherman Oaks Castle

Batting Cages

4989 Sepulveda Blvd  
Sherman Oaks, CA 91403

# Management Policy Statement

**Sherman Oaks Castle Batting Cages** believes that everyone benefits from a safe and healthful work environment. We are committed to maintaining an injury-free and illness-free workplace, and to complying with applicable laws and regulations governing workplace safety.

To achieve this goal, the company has adopted an Injury and Illness Prevention Program (IIPP). This program is everyone's responsibility as we work together to identify and eliminate conditions and practices that reduce the benefits of a safe and healthful work environment.

The success of our program will depend not only on our production and service, but also on how safely each job is performed. There is no job so important - or any service so urgent that we cannot take time to work safely. I consider the safety of our personnel to be of prime importance, and I anticipate your full cooperation in making our program effective.

Sincerely,

---

Andy Slater, Managing Member- IIPP Program Administrator  
Sherman Oaks

---

---

Date

---



# Compliance

1. Management is responsible for ensuring that Company safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.
2. All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.
3. As part of an employee's regular performance review, the employee will be evaluated on his/her compliance with safe work practices.
4. Employees who are unaware of correct safety and health procedures will be trained or retrained.

Employees who deliberately fail to follow safe work practices and/or procedures, or who violated the Company's safety rules or directives, will be subject to disciplinary action, up to and including termination.

# Program Responsibilities

**All employees are expected to work conscientiously to implement and maintain the IIPP program. The program administrator has the authority and responsibility for implementing the provisions of this program. Any questions regarding the program should be directed to the program administrator.**

## Supervisors

Supervisors are responsible for ensuring that employees know and abide by the Company policy and procedures on safety. They are expected to do everything within their control to assure a safe workplace in their area.

Responsibilities include:

- Keeping abreast of safety and health regulations affecting operations they supervise.
- Ensuring that each subordinate is able to and understands how to complete each assigned task safely.
- Conducting on-the-job safety training of those they supervise.
- Advising the program administrator of training needs of subordinates.
- Making sure equipment and machines are in safe operating condition.
- Ascertaining that subordinates follow safe work practices and health regulations.
- Ensuring that employees under their direction wear required protective equipment.
- Correcting unsafe and unhealthful conditions within their power.
- Investigation accidents to discover cause(s) and identifying corrective action to prevent future occurrences.
- Conducting periodic inspections of their work areas according to the appropriate inspection checklist(s).

# Communication

**Sherman Oaks Castle Batting Cages** recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable.

1. The new-employee orientation will include review of **Sherman Oaks Castle Batting Cages** IIPP and a discussion of policy and procedures that the employee is expected to follow.
2. From time to time, a manager or supervisor will post written safety notifications in the Log Book. Employees should check the Log Book regularly for such posting(s).

Safety-related Log entries and memos are to be read promptly. Questions about the meaning or implementation of this information should be directed to the supervisor.

3. All employees are encouraged to inform their supervisor, the program administrator or designee of any matter that they perceive to be a workplace hazard and/or a potential workplace hazard. Employees are also encouraged to make safety suggestions and safety training suggestions.
4. *No employee shall be retaliated against for reporting hazards or potential hazards, or for making suggestions related to safety.*
5. All suggestions will be reviewed by the program administrator or designee, who will initiate an investigation of each report of a hazard, potential hazard or safety suggestion in accordance with Company procedures for hazard control.

Any directives issued as a result of the investigation shall be distributed to all employees affected by the hazard, or shall be posted on appropriate bulletin boards.

# Accident Investigation

The purpose of an accident investigation is to find the cause of an accident and prevent further occurrences – not to assign blame.

A thorough and properly completed accident investigation is necessary to obtain facts. The investigation should focus on causes and hazards. Analysis of what happened and why it happened is aimed at determining how it can be prevented in the future.

## Injury and Illness

The occurrence of an occupational injury and/or illness precipitates a document called *Employer's Report of Injury*. This report is completed by the injured employee's supervisor, and a copy of the report is to be sent to the program administrator or designee within 24 hours of the occurrence. Upon receipt, the program administrator:

1. Reports fatalities and serious injuries or illness **immediately** by phone or FAX to the nearest office of the Division of Occupational Safety and Health (CCR Title 8, Section 342).
2. Investigates the incident by visiting the site and interviewing the victim and witnesses.

## Accidents

The majority of accidents do not cause injury or illness, yet result in property damage and/or lost time. Such mishaps usually indicate an unsafe act, faulty procedure or hidden hazard. Investigations of these occurrences are conducted at the discretion of the supervisor, program administrator or designee.

All investigation facts, findings and recommendations shall be fully documented on the *Accident/Exposure Investigation Report* form. This report is filed in accordance with the instructions in *Recordkeeping*.

# Training

Training is essential to maximizing the skills and knowledge of employees. It is the key to productivity.

**Sherman Oaks Castle Batting Cages** has a duty to include safety as an integral part of employee training. Employees need to work safely as well as productively and efficiently. The supervisor is the essential link in ensuring the proper outcome.

Supervisors must know how to perform a designated job, and be aware of safety and health hazards facing employees under their immediate supervision. Supervisors are responsible for ensuring that they themselves and those under their direction receive training on general workplace safety, as well as on safety and health issues specific to each job.

With this in mind, training will be conducted with the following considerations:

## **Supervisors**

The program administrator or designee will consult with supervisors to determine training topics and needs of supervisors - these include human relations, trainer skills, production/process skills, and familiarization with hazards and risks faced by employees.

Supervisors who recognize their own need for training are encouraged to submit a direct request for training in any area in which they feel deficient.

## **Employees**

Supervisors are expected to assess training needs of all employees under their direction. They are to train those they supervise in general workplace safety and give them specific instructions regarding hazards unique to any job assignment, to the extent that such information was not already covered in other training.

The company recognizes that continuing safety and health training is needed for:

1. Employees given a job assignment for which they have not previously received training. If the position is supervisory, such training shall include familiarization with hazards and risks faced by the employees under the supervisor's direction.
2. Whenever new substances, processes, procedures or equipment pose a new hazard.
3. Whenever the supervisor, program administrator or designee becomes aware of a previously unrecognized hazard.

All employees in periodic refresher safety training involving general workplace safety, job-specific hazards, and/or hazardous materials as applicable.

# Recordkeeping

No operation can be successful without recordkeeping that enables the Company to learn from past experience and make corrections for future operations. In addition, the IIPP regulation requires records to be kept of the steps taken to establish and maintain the Company's Injury and Illness Prevention Program.

## Injury and Illness Prevention Program Records

Each supervisor will maintain an updated copy of the Company's IIPP. The program administrator will retain the following records on file for at least three (3) years:

- Master copy of IIPP, changes/updates
- Documents verifying that the Company has maintained ongoing two-way communication with employees such as:
  - Log Books
  - Memos, letters to employees on safety and health issues
  - New employee safety orientation session acknowledgment form
  - Employee suggestions and company response
- All records of inspections/investigations - including date, name of person who performed the inspection/investigation, unsafe conditions and work practices identified, corrective action taken and date of correction - forms covered in this category include:
  - *Report of Safety Hazard*
  - Safety Inspection Checklist
  - Hazard Abatement Record
  - *Accident/Exposure Investigation Report*

*Exceptions: Employers with fewer than 10 employees may elect to maintain the inspection records only until the hazard is corrected.*

Records of safety and health training received by employees - containing the employee's name, training date, type of training and identification of trainer - examples are:

- *Employee Safety Meeting Attendance*
- *Employee Safety Training Verification*

Exception: Employers with fewer than 10 employees can substantially comply with the documentation provision by maintaining a log of the instructions given the employees regarding hazards unique to the employee's job assignment when first hired or assigned new duties.

# Code of Safe Practices

It is our policy that everything possible will be done to protect employees, customers and visitors from accidents. Safety is a cooperative undertaking that requires participation by every employee. Failure by any employee to comply with safety rules will be grounds for corrective discipline. Supervisors shall insist that employees observe all applicable Company, state and federal safety rules and practices, and take action as necessary to obtain compliance.

## General Rules - for all areas

- No one shall knowingly be permitted or required to work while the employee's ability or alertness is so impaired by fatigue, illness or other causes that it might unnecessarily expose the employee or others to injury.
- All employees shall be given accident prevention instructions initially and whenever there is a change in the operation that involves additional safety training.
- Supervisors shall insist on employees observing and obeying every rule, regulation and order as is necessary to the safe conduct of the work, and shall take such action as is necessary to obtain observance.
- Horseplay, scuffling and other acts that tend to have an adverse influence on the safety or well being of the employees are prohibited.
- Employees shall not handle or tamper with any electrical equipment, machinery in a manner not within scope of their duties, unless they have received instructions from their supervisor.
- Do not expose yourself to a known hazard without obtaining the necessary safety equipment and instruction needed to perform that job safely.
- Only trained and designated workers may attempt to respond to a fire or other emergency.

All injuries shall be reported promptly to the supervisor so that arrangements can be made for medical or first aid treatment.

# Employee Safety Exposure And Safe Practices

- Hit by a pitched ball.
- Hit by a batted ball.
- Hit by a ball in “Pit Area”
- Hit with a bat outside cages.
- Injury from contact with mechanical parts.
- Injuries while batting.
- Slip on floor or while on a ladder.
- Fire
- Robbery
- Exposure to outdoor elements.

## Hit by a pitched ball

*Getting hit by a pitched ball can cause serious injury or death.*

Be aware, at all times, as to where you are walking or standing in relation to the machines. Any time the pitching machines have power and the wheels are turning, the potential for a pitched ball exists. The red and yellow lights on the light box do not have to be on. If the pinch roller is not properly adjusted, a ball can be knocked loose and pitch without warning. Also, a double pitch may occur if a ball gets stuck in the feed chute or pipe.

Always turn off the power to a machine if you are working on the netting in front of that machine or in the batting stall area. While running the “100’s”, be careful when walking from stall to stall. Before walking through the flight path of the ball, be sure the machine is not double pitching.

## Hit by a batted ball

*Getting hit by a batted ball can cause serious injury or death.*

Be aware, at all times, as to where you are in relation to any batter. Never enter a stall when someone is batting. Never stay in the green area while someone is batting. When going to the “Pit Area” everyone must wear a helmet with a face guard. There are no exceptions. While running to the pit you can get hit by a ball. If it is busy, do not try and run to the pit. Use the back entrance.

Do not walk against the back net. When you go through the gate area, be aware of who is batting. Also be aware that, while in the pit area there is a chance that balls may be hit through the holes for the machines. There is also a chance of a ball ricocheting off the back net or center pole.

## Hit by a ball in the pit area

*Getting hit by a ball can cause serious injury or death.*

Helmets with face guards are mandatory in the “Pit Area”. When in the “Pit Area” be aware of where you are standing in relation to the holes for the machines. Balls may be hit through them.



Never stand in front of a machine while the machines wheels are turning. Do not stand close to the netting.

### Hit with a bat outside cages

*Being hit with a bat can cause serious injury or death.*

Be aware that any one with a bat has the potential to start swinging it at any moment (Intentionally or unintentionally). When walking through the spectator area, watch out for anyone waving a bat, taking practice swings, or warming up.

Customers and employees are not allowed to take any warm up or practice swings outside the batting stall, at any time. As an employee it is your job to watch for customers waving a bat, warming up or swinging outside a stall. You must stop them immediately.

### Injuries from contact with mechanical parts

*Serious injury, burns, dismemberment and death are possible with contact of mechanical and electrical parts.*

Never wear loose clothing, jewelry, or hair when around moving parts. (This includes, but is not limited to the machines and elevator system.)

When the wheels of the machines are moving they can cause serious injury. Never touch a moving wheel. When adjusting the pitching machine, be aware of the moving wheels. Do not get close to them. When working on a machine, unplug it first. Turn the power off before working on the conveyor belt or tub area. (See Lockout Procedure)

When changing a belt, always unplug the machine first. Never remove the belt cover with the power on.

Only qualified personnel are allowed to work on electrical outlets, motors and light fixtures.

### Injuries while batting

*Facial, hand and head injuries are possible while batting.*

All batters, including employees, must wear a helmet while batting. If you are calibrating a machine, and choose to test it by batting, you must wear a helmet.

Be aware that a ball may pitch to any location at any time. Balls and strikes are possible. Errant pitches, due to ball or machine defects are possible. Do not swing with your hands over the plate area.

### Slip on floor or ladder

*Serious injury and death can occur from a slip on a floor or from a fall off a ladder.*

Be careful in wet weather conditions. The green area becomes very slippery. When entering and exiting through the back gate, be aware of the incline on both sides of the gate. The dirt area can become unstable do to loose dirt or rocks. On the pit side always keep the area clear of dirt and debris.

Always place a ladder on a level stable surface. Never place the ladder on a box or bucket to obtain additional height. Always face the ladder when

descending and ascending. Never use a broken ladder. Never use the top two rungs of the ladder.

## Fire

*Serious injury burns and death can result from a fire.*

Fire can occur in the pit area and cage office. There is no smoking allowed in either of these areas. All flammable materials must be properly stored.

If a fire occurs in the pit area, leave the area immediately. Turn off the power to the machines in the pit area. Evacuate any customers from the batting cage area. Call 911. Inform a manager. If a fire occurs in the cage office area, leave the office immediately. Evacuate any customers away from the office. Call 911. Inform a manager.

## Robbery

*Serious injury and death can result from a robbery.*

The potential for robbery exists. Do not put up a fight. If demanded, turn over any money or property. Call security as soon as possible. Call 911. Try and remember as many details as possible and write them down. Inform a manager.

## Exposure to outdoor elements

*Serious injury and death can result from exposure.*

You are working outdoors and are exposed to the elements, including excessive heat and cold. Harmful effects of cold include trench foot, frostbite, and general hypothermia.

Preventing Cold related injuries: Dress appropriately. Recommended outer layer to break the wind, middle layer to absorb sweat, and inner layer to allow ventilation.

Harmful effects of heat include: heat stroke, heat exhaustion, heat cramps, skin rashes, and swelling.

Preventing Heat Stress: Drink plenty of water and avoid coffee, tea, and other dehydrating drinks. Wear lightweight, loose fitting clothing.

# Lockout Procedure

Lockout procedure for Castle Batting Cages

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## **Purpose**

This procedure establishes the minimum requirements for lockout of energy sources that could cause injury to personnel. All employees shall comply with the procedure.

## **Responsibility**

The responsibility for seeing that this procedure is followed is binding upon all employees. All employees shall be instructed in the safety significance of the lockout procedure by a supervisor. Each new or transferred affected employee shall be instructed by a supervisor in the purpose and use of the lockout procedure. Only authorized employees, who have received proper training, are allowed to work on machines and perform a lockout.

## **Preparation for Lockout**

Employees authorized to perform lockout shall be certain as to which switch, or other energy isolating devices apply to the equipment being locked out. More than one energy source (electrical, mechanical, or others) may be involved. Any questionable identification of sources shall be cleared by the employees with their supervisors. Before lockout commences, job authorization should be obtained.

## **Working on a Machine**

Only authorized personnel may work on a machine. Unplug the machine from the outlet when doing any maintenance and repairs. This includes, but is not limited to: Changing a wheel, counter, belt, motor, shaft or pulley; adjusting any shafts, pulleys, feed arms or tongues.

## **Working on any Electrical Wiring, Outlets, Hard Wired Pumps or Motors**

## **Sequence of Lockout**

1. Notify all affected employees that a lockout is required and the reason therefore.
2. If the equipment is operating, shut it down by the normal stopping procedure.
3. Operate the switch, valve, or other energy isolating devices so that the energy source(s) (electrical, mechanical, hydraulic, other) is disconnected or isolated from the equipment.

4. Lockout energy isolating devices with an assigned individual lock.
5. After ensuring that no personnel are exposed and as a check on having disconnected the energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate. CAUTION: Return operating controls to neutral position after the test.
6. The equipment is now locked out.

### **Restoring Equipment to Service**

1. When the job is complete and equipment is ready for testing or normal service, check the equipment area to see that no one is exposed.
2. When equipment is clear, remove all locks. The energy isolating devices may be operated to restore energy to equipment.

### **Rules for Using Lockout Procedure**

All equipment shall be locked out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy isolating device bearing a lock.

# **Hazardous Chemical Communication Program**

## **A. Company Policy**

Castle Batting Cages is committed to the prevention of exposures that result in injury and/or illness; and to comply with all applicable state health and safety rules. To make sure that all affected employees/members know about information concerning the dangers of all hazardous chemicals used by Castle Batting Cages the following hazardous information program has been established.

All work units of Castle Batting Cages will participate in the hazard communication program. This written program will be available in the Material Safety Data Sheet binder kept in the storage cabinet for review by any interested member.

## **B. Container Labeling**

Andy Slater or John Wawee of Castle Batting Cages are responsible for container labeling procedures, reviewing, and updating. The labeling system used is as follows:

All containers containing chemicals require labeling. Labels of containers include product manufacturer stickers or marking with indelible ink, and include the product name, product manufacturer, and hazard warning.

The procedures for proper labeling of all containers, and reviewing and updating label warnings are as follows:

Containers of chemicals will be inspected bi-annually by Andy Slater or John Wawee to maintain their legibility. If the labels are not legible, attempts to find replacement labels will be made through the product website or the manufacturing company. All containers, including secondary containers, will be clearly marked with their contents and respective hazard warning at a minimum.

It is the policy of Castle Batting Cages that no container will be released for use until the above procedures are followed.

### **C. Material Safety Data Sheets (MSDS)**

Andy Slater or John Wawee are responsible to establish and monitor the employer's MSDS program. This person will make sure procedures are developed to obtain the necessary MSDSs and will review incoming MSDSs for new or significant health and safety information. This person will see that any new information is passed on to affected employees/members.

The procedures to obtain MSDSs and review incoming MSDSs for new or significant health and safety information are as follows:

MSDS sheets will be updated annually or when a chemical is added or no longer used at the facility. Employees/Members will receive verbal or written notification of changes.

Copies of MSDSs for all hazardous chemicals in use will be kept in: storage cabinet

MSDSs will be available to all employees/members during each work shift. If an MSDS is not available or a new chemical in use does not have an MSDS, immediately contact Andy Slater or John Wawee.

#### **D. Employee Information and Training**

Andy Slater or John Wawee are responsible for the employer/employee or member training program.

The procedures for how employees will be informed and trained are as follows:

New employees/members that will be responsible for storage or handling of chemicals will be provided with a written or verbal explanation on the purpose and contents of the Hazardous Chemical Communication Program and Material Safety Data Sheets; including the chemicals they are likely to use or encounter, how to read a labels and MSDS, how to spot evidence of a chemical release, procedures of to handle overexposure should correlate to the first aid measures listed in the appropriate MSDS, list of the closest emergency hospitals, and the proper storage and handling procedures determined by Castle Batting Cages which will limit releases and exposures. The employee will be shown the locations of the written program and the MSDS binder. Additional web training may be utilized to supplement hazardous chemical communication training.

Any new information on procedures, storage, handling, MSDS, or chemical inventory will be provided to employees/members and will require revision of the written Hazardous Chemical Communication Program and updating of the MSDS binder.

Andy Slater or John Wawee will make sure that before starting work, each new employee/member of Castle Batting Cages will attend a health and safety orientation that includes information and training on the following:

- An overview of the requirements contained in the Hazard Communication Standard.
- Hazardous chemicals present at his or her work places.

- Physical and health risks of the hazardous chemical.
- The symptoms of overexposure.
- How to determine the presence or release of hazardous chemicals in his or her work area.
- How to reduce or prevent exposure to hazardous chemicals through use of control procedures, work practices, and personal protective equipment.
- Steps the employer has taken to reduce or prevent exposure to hazardous chemicals.
- Procedures to follow if employees are overexposed to hazardous chemicals.
- How to read labels and review MSDSs to obtain hazard information.
- Location of the MSDS file and written hazard communication program.

Before introducing a new chemical hazard into any section of this employer, each employee in that section will be given information and training as outlined above for the new chemical.



## E. List of hazardous chemicals

The following is a list of all known hazardous chemicals used by our employees/members. Further information on each chemical may be obtained by reviewing MSDSs located in the storage cabinet.

<b>Chemical/Trade Name</b>	<b>Manufacturer</b>	<b>Location Used</b>
<u>Acetone</u>		<u>Machine Area-Wheels</u>
<u>WD-40</u>	WD 40 Company	<u>Equipment maintenance and repair</u>
<u>Windex</u>	<u>Johnson &amp; Johnson</u>	<u>Various-Booth</u>
<u>Home Life Disenfectant</u>		<u>Booth</u>
<u>Spray Paint</u>	<u>Rustoleum</u>	<u>Various-Grounds</u>
<u>Simple Green</u>	<u>Unknown</u>	<u>Various-Grounds</u>
<u>Anti-Seize</u>	<u>Safe T Loc</u>	<u>Machine Area Wheels</u>

## F. Nearest Hospitals

Encino Hospital Medical Center  
16237 Ventura Blvd, Encino, CA 91436

Sherman Oaks Hospital  
4929 Van Nuys Blvd, Sherman Oaks, CA 91403

Valley Presbyterian Hospital  
15107 Vanowen St, Van Nuys, CA 91405

# INDIVIDUAL SAFETY ORIENTATION RECORD

SHERMAN OAKS CASTLE BATTING CAGES

EMPLOYEE'S NAME	HIRE DATE	JOB DESCRIPTION
LOCATION	SUPERVISOR'S NAME	

I, \_\_\_\_\_ hereby certify that I have read the safety manual: **Castle Batting Cages INJURY AND ILLNESS PREVENTION PROGRAM**. This I.I.P.P. manual included the following information:

Please initial below:

- Overview of the organizational safety program, the leadership's commitment to the program, and the requirements expected of me with regard to the "Code of Safe Practices."
- Leadership's commitment to uphold my right to ask questions or make comments and observations about safety concerns without any concern of unwarranted reprisal.
- Potential occupational hazards in the general work setting and the hazards specific to my job assignment.
- Leadership's commitment to the on-going safety training schedule, along with regularly scheduled inspections for safety hazards and practices.
- My right to know of any and all potentially hazardous substances I might be exposed to on my job, and the information contained in the MSDS (Material Safety Data Sheets) about those substances.
- Non-compliance to the Safety Program endangers both my co-workers and myself, and for this reason the employer will use disciplinary measures to ensure compliance.

I understand the information included in the I.I.P.P. Manual and I commit myself to support the safety efforts in my department and in this organization.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date



# SUPERVISOR'S ACCIDENT INVESTIGATION REPORT

EMPLOYER		AGE
DESCRIPTION OF INJURY/ILLNESS/PROPERTY DAMAGE:	OCCUPATION:	
DEPARTMENT:	SUPERVISOR:	
DATE OF INCIDENT:	TIME:	<input type="checkbox"/> AM <input type="checkbox"/> PM
CAUSE OF CONTRIBUTING FACTORS ACCIDENT/INCIDENT:		
MEDICAL TREATMENT BY:		
LOCATION OF TREATMENT:		

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**Description of incident:**

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**Contributing factors:**

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**Loss Severity Potential:**    ρ High/Major    ρ Medium/Serious    ρ Low/Minor

**Probable Recurrence Rate:**    ρ Frequent    ρ Occasional    ρ Rare

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**Corrective action taken to prevent recurrence:**

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**REQUEST FOR PROPOSAL**  
**Sherman Oaks Castle Park Batting Cages Concession**  
**(CON-M23-001)**

**A.J. Family Entertainment, LLC Proposal**

**Compliance Documents:**

1. Proposer's Signature Declaration
2. Disposition of Proposals
3. Contractors Responsibility Ordinance Statement
4. CEC Form 50
5. CEC Form 55
6. Form W-9
7. Iran Contracting Act of 2010 Compliance Affidavit
8. Financial Offer Form (Exh. H)
9. Terms of Acceptance Form (Exh. I)
10. Concession Improvement Offer Form (Exh.J)

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, John Wawee

being first duly sworn, deposes and states: That the undersigned

Managing Member

(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

is of A.J. Family Entertainment, LLC

(Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.


Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

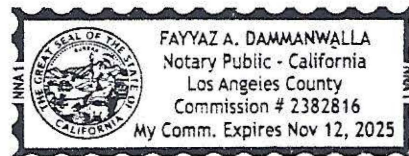
- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
 (Signature)  
John Wawee  
 (Print Name)

**Please See Attachment**



**PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

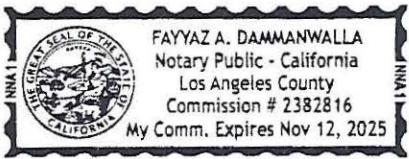
On March 8<sup>th</sup> 2023 before me, Fayyaz A Dammanwalla Notary Public.  
Date Here Insert Name and Title of the Officer

personally appeared John M Nawee  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Fayyaz A Dammanwalla  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
Corporate Officer — Title(s): \_\_\_\_\_ Corporate Officer — Title(s): \_\_\_\_\_  
Partner — Limited General Partner — Limited General  
Individual Attorney in Fact Individual Attorney in Fact  
Trustee Guardian or Conservator Trustee Guardian or Conservator  
Other: \_\_\_\_\_ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



**Disposition of Proposals**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles (City) and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 *et seq.*)

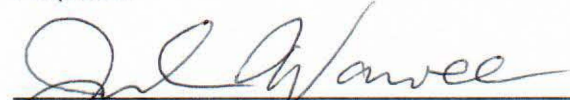
In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

"The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore."

Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

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"I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned's firm in the event that the required hold harmless statement is not included in the Proposal."

  
\_\_\_\_\_  
Signature of person authorized to bind proposer

03/06/2023  
\_\_\_\_\_  
Date

**CITY OF LOS ANGELES  
RESPONSIBILITY QUESTIONNAIRE**

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.** In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

**A. CONTACT INFORMATION**

CITY DEPARTMENT INFORMATION

Recreation and Parks	Sonia Robinson	213-202-5680
City Department/Division Awarding Contract	City Contact Person	Phone
Con-M23-001	Sherman Oaks Castle Park Batting Cage Concession Operation and Maintenance	
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

A.J. Family Entertainment, LLC

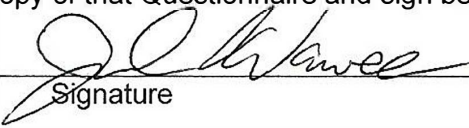
Bidder/Proposer Business Name

18871 Braemore Rd	Northridge	CA	91326
Street Address	City	State	Zip
John Wawee	Managing Member	818-905-1493	
Contact Person, Title		Phone	Fax

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

John Wawee, Managing Member		03/06/2023
Print Name, Title	Signature	Date

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** 8

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company:** Date of formation: 11 / 22 / 2005 State of formation: California

List members who own 5% or more of the company. Use Attachment A if more space is needed.

John Wawee \_\_\_\_\_

Mark Andrew Slater \_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

\_\_\_\_\_  
\_\_\_\_\_

### C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

**Yes**     **No**

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

**Yes**     **No**

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

**Yes**     **No**

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

**Yes**     **No**

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [ CPCC §20101(a) ]**



**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?  
 Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?  
 Yes     No

If **Yes**, explain the circumstances on Attachment B.

**E. PERFORMANCE HISTORY**

7. How many years has your firm been in business? 17 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?  
 Yes     No

If, **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?  
 Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?  
 Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?  
 Yes     No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**F. DISPUTES**

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

**Yes**     **No**

(b) Work performance on a contract?

**Yes**     **No**

(c) Employment-related litigation brought by an employee?

**Yes**     **No**

14. Does your firm have any outstanding judgements pending against it?

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

**G. COMPLIANCE**

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

**Yes**     **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

#### H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes  No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes  No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes  No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes  No

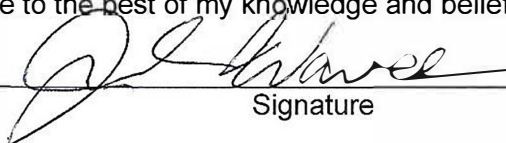
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

#### CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

John Wawee

Print Name, Title



Signature

3-6-2023

Date

## ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_

1. A.J. Family Entertainment, LLC owns 40% of A.J. Family Food Concession, LLC.
2. John Wawee and Mark Andrew Slater have operated the batting cage concession at Sherman Oaks Castle Park within the past five years.



## ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_

### Question 8

- a. Entity: Recreation and Parks
- b. Purpose of Contract: Operation and maintenance of batting cages at Sherman Oaks Casle Park
- c. Total Cost: Not Applicable
- d. Starting Date: May 2007
- e. Ending Date: August 2023

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)	
Con-M23-001	RAP	
Bidder Name		
A.J. Family Entertainment, LLC		
Address		
18871 Braemore Rd, Northridge, CA 91326		
Email Address	Phone Number	
johnwawee@yahoo.com	818-905-1493	

## Certification

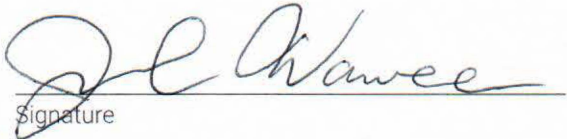
I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

<p><b>John Wawee</b></p> <hr/> <p>Name</p> <p><b>Managing Member</b></p> <hr/> <p>Title</p>	 <hr/> <p>Signature</p> <p><b>03/06/2023</b></p> <hr/> <p>Date</p>
--	---



This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): Con-M23-001      Date Bid Submitted: 03/13/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
**Sherman Oaks Castle Park Batting Cage Concession Operation and Maintenance**

Awarding Authority (Department awarding the contract): Recreation and Parks

Bidder Name: A.J. Family Entertainment, LLC

Bidder Address: 18871 Braemore Rd, Northridge, CA 91326

Bidder Email Address: johnwawee@yahoo.com      Bidder Phone Number: 818-905-1493

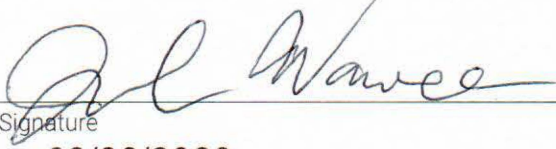
**Schedule Summary**

Please complete all three of the following:

<p><b>1. SCHEDULE A – Bidder’s Principals</b> <i>(check one)</i> The bidder has one or more <b>PRINCIPALS</b>, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. <i>(If you check “Yes”, Schedule A is required.)</i></p>	<p>Yes <input checked="" type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p><b>2. SCHEDULE B – Subcontractors and Their Principals</b> <i>(check one)</i> The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check “Yes”, Schedule B is required.)</i></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>
<p><b>3. TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): <u>2</u></p>		

**Certification**

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

John Wawee        
Name      Signature

Managing Member      03/06/2023  
Title      Date

## Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: <u>John Wawee</u>	Title: <u>Managing Member</u>
Address: <u>18871 Braemore Rd, Northridge, CA 91326</u>	

Name: <u>Mark Andrew Slater</u>	Title: <u>Managing Member</u>
Address: <u>1146 1/2 6th St Hermosa Beach, CA 90254</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>A.J. Family Entertainment, LLC</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>  P  </u>	<input type="checkbox"/> S Corporation
<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>18871 Braemore Rd</b>	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>Northridge, CA 91326</b>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
2	0	-	5	3	0	2	1	4	7

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>  3-6-2023  </u>
------------------	----------------------------	----------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

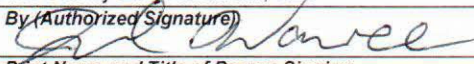
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing ONE of the options shown below.

### OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> A.J. Family Entertainment, LLC		<i>BTRC (or n/a)</i> n/a
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> John Wawee		
<i>Date Executed</i> 03/06/2023	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

### OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>



**Sherman Oaks Castle Park Batting Cages  
(CON-M23001)  
FINANCIAL OFFER FORM**

**Monthly Concession Fee Commitment**

For the Sherman Oaks Castle Park Batting Cages Concession Agreement, and in consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a percentage of gross receipts (PGR) as shown below (**percentage must be equal to or greater than the minimum acceptable percentage shown below**):

**YEAR ONE:**

CATEGORY	MINIMUM ACCEPTABLE PERCENTAGE	PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage)
Batting Cages Pitching and Filming	Forty-five percent (45%)	Forty-five percent ( 45 %)
Retail	Fifteen percent (15%)	Twenty percent ( 20 %)
Other (define) _____	Fifteen percent (15%)	( %)

**COMPLETE ONLY IF PROPOSING ESCALATION OF THE PGR**

Indicate the year(s): \_\_\_\_\_ (Answer years XX \*)

\*Copy this form if you wish to propose different percentages for years XX.

CATEGORY	MINIMUM ACCEPTABLE PERCENTAGE	PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage)
Batting Cages Pitching and Filming	Forty-five percent (45%)	( %)
Retail	Fifteen percent (15%)	( %)
Other (define) _____	Fifteen percent (15%)	( %)

Prepared By:   
(Authorized Signature)

John Wawee  
(Print Name)

A.J. Family Entertainment, LLC  
(Company Name)

Managing Member  
(Title)

Date: 03/11/2023

REQUEST FOR PROPOSAL  
SHERMAN OAKS CASTLE PARK BATTING CAGES CONCESSION  
(CON-M23-001)

**TERMS AND CONDITIONS ACCEPTANCE FORM**

Proposing Entity: A.J. Family Entertainment, LLC  
(Complete legal name/include DBA if applicable)

Entity Address: 18871 Braemore Rd Northridge, CA 91326

Organization Type: Limited Liability Company - Partnership  
(Corporation, partnership, sole proprietor, etc.)

Contact Name: John Wawee

Contact Telephone: 818-489-9468

Contact Fax: \_\_\_\_\_

Email Address: johnwawee@yahoo.com

  
Authorized Signature

03/06/2023  
Date

By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposal and the resulting agreement, without exception.

Instructions:

- 1) Complete the above.
- 2) Provide the appropriate signature of a person/officer authorized to bind the proposer.
- 3) Submit one original signature with the original proposal.

**PLEASE NOTE: FAILURE TO COMPLETE AND SIGN THIS FORM WITHOUT EXCEPTION WILL BE GROUNDS FOR ELIMINATION FROM THIS COMPETITIVE PROCESS.**



**REQUEST FOR PROPOSAL**  
**Sherman Oaks Castle Park Batting Cages Concessions**  
**(CON-M23-001)**

**RFP EXHIBIT J**

**CONCESSION IMPROVEMENT OFFER FORM**

**(OPTIONAL)**

Proposer A.J. Family Entertainment, LLC

**Concession Improvement Offer**

1. Proposed Concession Improvement for Leasehold Improvements \$ \$36,660 (A)  
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

<u>Description</u>	<u>Amount</u>
<u>36" Cement Baseball Bollard</u>	<u>\$1,346</u>
<u>2 Dual Pedestal 6' benches with canopies</u>	<u>\$12,045</u>
<u>Custom Windscreen</u>	<u>\$3,500</u>
<u>Installation of the Bollard and Benches</u>	<u>\$13,500</u>
<u>Shipping</u>	<u>\$6,269</u>

2. Proposed Concession Improvement for Furniture, Fixtures, and Equipment \$ 4,303 (B)  
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

<u>Description</u>	<u>Amount</u>
<u>2 Benches</u>	<u>\$2,431</u>
<u>2 Trash Cans</u>	<u>\$1,872</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

3. Architectural, engineering, and in-house fees (not to exceed 15%) \$ \_\_\_\_\_ (C)

Total Concession Improvement Commitment (add A + B + C above) = \$ 40,963

Total Concession Improvement Commitment \$ 40,963

Signature of Authorized Person: M. Andy Slater Date: 3/11/2023

Printed Name: M. Andy Slater Title: Managing Member

**Note: Please attach additional pages if necessary for description and amounts. This form must be signed by an authorized representative of the proposing entity.**

Form Gen. 87 (R. 4/09)

## City of Los Angeles

Orig.. City Attorney m/s 140  
 Dup. Risk Manager m/s 625-24  
 Trip. Dept. Area Office or Division Head

**NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT**

Department Reporting

Recreation and Parks

**INSTRUCTIONS:** All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

**PART I – PERSONAL DATA**

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)		2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
		2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER

**PART II – ACCIDENT/INJURY**

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

**PART III – WITNESSES**

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

**PART IV – STATEMENT OF INJURED PARTY OR WITNESS**

21.
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**PART V – EMPLOYEE FILING REPORT**

22. NAME AND POSITION	23. SIGNATURE	24. DATE
-----------------------	---------------	----------

Print Form

CITY OF LOS ANGELES  
 DEPARTMENT OF RECREATION AND PARKS  
 Special Operations Branch / Concessions Unit  
 P.O. Box 86328  
 Los Angeles, CA 90086

MONTHLY REVENUE REPORT  
 Sherman Oaks Castle Park Batting Cages

COMPANY: \_\_\_\_\_

PERIOD COVERED: From: \_\_\_\_\_ To: \_\_\_\_\_  
 Month/Day/Year Month/Day/Year

<u>GROSS RECEIPTS</u>	<u>GROSS SALES</u>	<u>- SALES TAX</u>	<u>= NET SALES</u>	<u>X PERCENTAGE</u>	
Batting Cages Rental	_____	_____	_____	45%	\$ -
Filiming	_____	_____	_____	45%	\$ -
Retail	_____	_____	_____	20%	\$ -
<b>MONTHLY RENTAL SUBTOTAL</b>					<b>\$ -</b>

ADDITIONAL FEES

LATE RENT FEE:	Payments are due by the first day of each calendar month for the month due. Payments shall be considered past due if postmarked after the 15th day of the month in which payment is due.	\$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceding three months at \$1.48 per \$1,000 or fraction thereof of charges paid to RAP.	\$ -
<b>ADDITIONAL FEES SUBTOTAL:</b>		<b>\$ -</b>

ADJUSTMENTS\*: Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\$ -

\*NOTE: All amortizations (allowance for rent reduction for any expenditure) must have prior approval in writing by the Department of Recreation and Parks. Copies of approval letters, invoices, and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

**TOTAL AMOUNT DUE:** \$ -

I hereby certify that this is a true and correct record of the period stated above:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SPECIAL OCCURRENCE AND LOSS REPORT**

REPORT NUMBER

\_\_\_\_\_

**SEE INSTRUCTIONS ON PAGE 2**

1. NAME OF FACILITY	DATE OF OCCURRENCE	TIME:	A.M. <input type="checkbox"/>	P.M. <input type="checkbox"/>
---------------------	--------------------	-------	----------------------------------	----------------------------------

2. SUBJECT OF REPORT

\_\_\_\_\_

3. EXACT LOCATION OF OCCURRENCE

\_\_\_\_\_

4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY

\_\_\_\_\_

5. _____	ESTIMATE OF DAMAGES
----------	---------------------

6. LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)				
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE	DEPT. NO	SERIAL NO.	APPROX. VALUE

7. _____	TOTAL
----------	-------

8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380 LOCATION _____	AMOUNT
---	--------

9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)	TOTAL
---	-------

10. WHO DISCOVERED LOSS? NAME _____	TITLE _____	DATE _____	TIME: _____	A.M. <input type="checkbox"/>	P.M. <input type="checkbox"/>
--	-------------	------------	-------------	----------------------------------	----------------------------------

11. HOW WAS ENTRANCE GAINED?

\_\_\_\_\_

12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME _____	TITLE _____	DATE _____	TIME: _____	A.M. <input type="checkbox"/>	P.M. <input type="checkbox"/>
---	-------------	------------	-------------	----------------------------------	----------------------------------

13. WAS POLICE REPORT MADE?  YES  NO      D.R. NUMBER \_\_\_\_\_

14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS?  YES  NO      WORK ORDER \_\_\_\_\_

15. PERSONS INVOLVED:						
NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE	
					<input type="checkbox"/> W	<input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W	<input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W	<input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W	<input type="checkbox"/> V <input type="checkbox"/> S

16. IF VEHICLE INVOLVED: YEAR _____ MAKE _____	LICENSE NO. _____	OWNERS NAME, ADDRESS AND INSURANCE CO. _____
---	-------------------	--

17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.

\_\_\_\_\_

18. REPORT SUBMITTED BY: _____	NAME _____	TITLE _____	DATE _____
--------------------------------	------------	-------------	------------

INSTRUCTIONS: This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

**FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE**

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

# 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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the



Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

<b>Project Title</b>
----------------------

<b>Proposer</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	

\_\_\_\_\_

Signature of Person Completing this Form

\_\_\_\_\_

Printed Name of Person Completing this Form

\_\_\_\_\_

Title Date

**MUST BE SUBMITTED WITH PROPOSAL**

**SCHEDULE B  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

<b>Project Title</b>	<b>Contract No.</b>
----------------------	---------------------

<b>Consultant</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

<b>CONTRACT AMOUNT (INCLUDING AMENDMENTS)</b>	<b>THIS INVOICE AMOUNT</b>	<b>INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)</b>

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:	
	DOLLARS	PERCENT		
TOTAL MBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form:  <hr/> Title: _____ Date: _____	
TOTAL WBE PARTICIPATION	\$	%		
TOTAL SBE PARTICIPATION	\$	%		
TOTAL EBE PARTICIPATON	\$	%		
TOTAL DVBE PARTICIPATION	\$	%		
TOTAL OBE PARTICIPATION	\$	%		

**SCHEDULE C  
CITY OF LOS ANGELES  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>
<b>Company Name</b>	<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

\* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

\_\_\_\_\_  
Signature of Person Completing this Form      Printed Name      Title      Date

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

Rev. 07/01/11 (Citywide RFP – BAVN BIP)