December 18, 2017

REQUEST FOR PROPOSAL
GREEK THEATRE VENUE AND CONCESSIONS MANAGEMENT
(RFP #CON-M17-008)

QUESTIONS & ANSWERS NO. 1

1. QUESTION: Provide current operator management agreement.
   
   ANSWER: Please see Attachment A.

2. QUESTION: Provide current F&B concessions agreement.
   
   ANSWER: Please see Attachment B.

Please note that responses to all questions and requests are being formulated and will be posted as soon as possible.

Attachments
SECOND AMENDMENT TO
GREEK THEATRE
AGREEMENT
FOR OVERSIGHT MANAGEMENT
AND
IMPLEMENTATION
OF
OPEN VENUE
OPERATIONS, BOOKING
AND EVENT COORDINATION

Between

THE CITY OF LOS ANGELES DEPARTMENT OF
RECREATION AND PARKS

And

SMG
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THE GREEK THEATRE

AMENDED AGREEMENT FOR OVERSIGHT MANAGEMENT AND IMPLEMENTATION OF OPEN VENUE OPERATIONS, BOOKING AND EVENT COORDINATION

THIS AGREEMENT is made and entered in this _______day of __________, 20__, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through the Department of Recreation and Parks ("DEPARTMENT"), and SMG ("SMG").

WHEREAS, DEPARTMENT seeks to hire a venue management company to oversee management operations of the Greek Theatre's Open Venue Model; and

WHEREAS, DEPARTMENT finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks sufficient and necessary personnel to undertake these specialized professional services; and

WHEREAS, DEPARTMENT 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 the Department for oversight of the Greek Theatre's Open Venue Model; and

WHEREAS, DEPARTMENT finds it is necessary to utilize a standard request for proposals process to evaluate proposals received based upon the criteria included in a Request for Proposals (RFP); and

WHEREAS, DEPARTMENT advertised for proposals for Oversight Management of the Greek Theatre's Open Venue Model; and

WHEREAS, DEPARTMENT received and evaluated two proposals from venue management companies; and

WHEREAS, SMG scored the highest-ranking among both proposers, and selected to conduct oversight management of the Greek Theatre's Open Venue Model in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, SMG desires to enter into such AGREEMENT to assist DEPARTMENT in providing the public with premium, high-quality patron and community experience and services at the Greek Theatre.

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:

Greek Theatre - Operational Oversight AGREEMENT - December 1, 2017

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SECTION 1. DEFINITIONS

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

ADDITIONAL PARKING SITES: Parking areas as shown on the map attached as Exhibit D.

ADMINISTRATIVE COSTS: SMG’s general and administrative costs for operating the FACILITY, which are further described on Exhibit L.

AGREEMENT: This Operational AGREEMENT consisting of thirty-five (35) pages and Exhibits (A thru Q) attached thereto.

ANNUAL FIXED FEE: The total annual compensation to SMG as specified in Section 8.

BOARD: Board of Recreation and Park Commissioners.

CITY: The City of Los Angeles.

CITY FF&E COSTS: CITY’s cost to equip the FACILITY with furnishings, fixtures and equipment sufficient to allow operation of the FACILITY for its intended purposes as provided in Section 5.T except for SMG’s equipment and furnishings covered in SMG’S ADMINISTRATIVE COSTS.

CITY’S OPERATING EXPENSES: Shall consist of: (i) UTILITY, MAINTENANCE AND REPAIR COSTS, (ii) REIMBURSABLE EXPENSES, (iii) EVENT SERVICES AND STAFFING COSTS, (iv) TRANSITION EXPENSES, (v) CITY’S FF&E COSTS and (vi) the ANNUAL FIXED FEE. CITY’S OPERATING EXPENSES shall be calculated in compliance with this AGREEMENT, Generally Accepted Accounting Principles (GAAP), City Controller’s policies and procedures, the City Charter and the LAAC.

CONCERT SEASON: April 15 through October 31

SMG OFFICE COSTS: SMG’s costs to satisfy SMG’s obligation to provide SMG’S OFFICE FURNITURE AND EQUIPMENT pursuant to Section 5.T hereof.

DEPARTMENT: The Department of Recreation and Parks, acting through the Board of Recreation and Park Commissioners.

EFFECTIVE DATE: The date first written above.

EVENT SERVICES AND STAFFING COSTS: Any and all expenses incurred, or payments made by SMG, in connection with the staffing, operation and production of events at the PREMISES, except for expenses included in SMG’S ANNUAL FIXED FEE.
FACILITY: GREEK THEATRE, located at 2700 N. Vermont Avenue, Griffith Park, Los Angeles, California 90027

GENERAL MANAGER: The SMG employee designated as the Greek Theatre Manager to oversee, operate and manage the venue.

LAAC: Los Angeles Administrative Code

LAMC: Los Angeles Municipal Code

MANAGEMENT STAFFING COSTS: All costs related to providing personnel for the following positions: Greek Theatre Manager, Operations/Event Manager, Box Office Manager, Finance Manager, Executive Assistant/Booking Coordinator, Marketing Manager, Patron Services Supervisor, and Receptionist.

OPEN VENUE MODEL: The FACILITY operating model, as defined by the BOARD’s approved policies and procedures attached as Exhibits E, F and G

PREMISES: The geographical area, as defined in SECTION 3 of this AGREEMENT, including the FACILITY

PREMIUM SEATING REVENUE: All gross revenue from the sale of all premium seating programs including, but not limited to: 1) Box Seats, 2) Personal Seat Licenses, and 3) VIP seats, or other similar programs where license fees are charged in connection with seating programs created by SMG at the FACILITY.

REIMBURSABLE EXPENSE: A purchase, lease or operating expense paid by SMG on behalf of DEPARTMENT, including but not limited to website hosting and maintenance costs, parking management, sound system and video equipment and other related expenses, lighting system and any other equipment other than equipment procured as a part of SMG’S OFFICE FURNITURE AND EQUIPMENT

TERM: As defined in Section 4.

TRANSITION EXPENSE: An expense incurred by SMG prior to the commencement TERM in connection with SMG’S preparation to transition and perform the services hereunder.
UTILITY MAINTENANCE AND REPAIR COSTS:

The CITY's costs for utilities (excluding telephone and internet hosting charges, which will be paid by SMG) and for maintenance and repair as provided in Section 5 AA and Section 12, respectively but excluding SMG'S OFFICE COSTS.

SECTION 2. RIGHTS AND RESPONSIBILITIES

The CITY hereby grants to SMG, subject to all of the terms and conditions of this AGREEMENT, the right to provide operational oversight and coordinated management of the Greek Theatre and to act as the DEPARTMENT's agent working with and under the direction of the Department's staff with respect to the day to day operations of the venue.

SMG shall manage and operate the FACILITY on a year-round basis per applicable CITY and DEPARTMENT codes, rules, regulations, ordinances, and laws regarding levels of noise and public/private access.

SMG shall be required to submit copies of all sponsorship AGREEMENTS that relate to and/or affect the Greek Theatre, including in-kind, barter and cash sponsorships, throughout the term of the AGREEMENT (see SECTION 6 "Sponsorships, Box Seats and Premium Seating Sales," for details).

SMG, in conjunction with DEPARTMENT, shall participate and organize at the DEPARTMENT'S request certain community oriented operations and FACILITY related services such as traffic and parking control, neighborhood security and crowd control measures, and post-event, surrounding neighborhood clean-ups, community meetings and other duties described below.

SMG shall collect all fees for FACILITY services, maintain DEPARTMENT-approved accounting records for the FACILITY, pay for and obtain all licenses, permits and insurance (Insurance Requirements and Instructions, Exhibit B) (excluding insurance for CITY'S personal property and/or business interruption) necessary for the operations granted, and perform or supervise SMG and subcontractor employees in the performance of all other tasks related to the operations granted.

CITY reserves the right to develop or improve the PREMISES as needed, without interference or hindrance; however the CITY shall consider and request SMG's views and operational perspectives.

SECTION 3. PREMISES

The PREMISES (hereinafter referred to as PREMISES) to be authorized for use by SMG shall only include:

- Theatre building and the surrounding hillside including the fencing:
  - Theatre building shall include the main theatre structure; all areas, structures, and facilities in the North Wing, South Wing, North Concourse, South Concourse, and...
Front Concourse; Box Office; seating areas; light booth; immediate exterior walls, fencing and public access areas fronting North Vermont Avenue.

- VIP parking lot and the adjacent valley west of theatre.

SMG shall not use or permit the FACILITY PREMISES to be used, in whole or in part, for any other purpose other than as set forth in this AGREEMENT except with prior, written consent of DEPARTMENT, nor allow any use in violation of any present or future laws, ordinances, rules and regulations relating to sanitation or the public health, safety or welfare of operations at and use of the FACILITY PREMISES. SMG hereby expressly agrees at all times during the term of this AGREEMENT, to maintain, use and operate the FACILITY PREMISES in a safe, clean, wholesome and sanitary condition, and in compliance with any and all present and future laws, ordinances and rules and regulations relating to public health, safety or welfare and DEPARTMENT standards.

In addition to the PREMISES, CITY shall provide SMG with ADDITIONAL PARKING SITES as shown on the map attached as Exhibit D, i.e. Boy Scout Road, and such other parking areas as may be designated by the parties for use only during show days, or other Facility use days. These additional areas may not be used for purposes other than to park vehicles of show patrons, employees of SMG and subcontractor employees and licensees at the FACILITY, unless otherwise approved in advance by the DEPARTMENT. The CITY shall retain responsibility for the maintenance of these parking areas.

CITY undertakes and agrees to deliver to SMG the PREMISES described in Exhibit C in as-is condition.

SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT was executed and commenced on November 2, 2015 and shall be for one (1) year, with two (2) one (1) year extension options, exercisable at the sole discretion of the DEPARTMENT, along with approval of the Board of Recreation and Park Commissioners. To exercise the second of two (2) one (1) year renewal options as provided in Board Report No. 17-236, the new term of AGREEMENT will commence on November 2, 2017 through November 1, 2018.

Neither City, nor any BOARD member, officer, or employee thereof shall be liable to SMG in excess of the then-applicable FIXED ANNUAL FEE and CITY'S OPERATING EXPENSES because of any action taken to revoke, decline to exercise an option or disapprove a renewal of the AGREEMENT.

SECTION 5. SERVICES TO BE PROVIDED AND OPERATING RESPONSIBILITIES

SMG shall, at all times, provide the following services and comply with the following conditions:

A. Implementation and enforcement of the DEPARTMENT’S Open Venue Model in compliance with all DEPARTMENT policies and procedures:

1. SMG will provide operational oversight management at the Greek Theatre.
2. SMG will be responsible for coordinating and collaborating with promoters, agents, and interested parties to facilitate approximately 70 concerts and/or community events during the CONCERT SEASON.

3. SMG agrees to use its Venue Management Software, at no additional cost to DEPARTMENT, to manage, book and coordinate the execution of all events. SMG further agrees to manage the Challenge Process within the Venue Management Software. SMG will provide DEPARTMENT access to all information and databases related to the FACILITY, including access and log-in information and passwords related to the highest available internet connections. All data captured within the Venue Management Software belongs to the DEPARTMENT and shall be provided to DEPARTMENT upon request.

4. SMG will manage and provide all as-needed event services staffing required for each event or concert including, but not limited to, ushers, ticket-takers, security, event cleaning, parking attendants, shuttles, neighborhood event staffing and box office staff. SMG may use its own staff or subcontract for the event services staffing.

5. Event Management Staffing Plans: SMG must submit Event Services Staffing Plans to the DEPARTMENT for written approval ninety (90) days prior to the start of the CONCERT SEASON. The Event Services Staffing Plans must include appropriate staffing levels for all aspects of the PREMISES and the surrounding neighborhood, including:
   a. A traffic control plan to manage traffic must be submitted that includes input from the community, DEPARTMENT and Department of Transportation.
   b. A neighborhood security plan must be submitted and shall address crowd control outside the PREMISES, including excessive noise, illegal merchandise, vending, ticket scalping, alcohol/drug use, and littering on residential properties in the surrounding area impacted by FACILITY. The neighborhood security plan, at minimum, shall:
      • Provide sufficient off-duty uniformed police officers and neighborhood event staff at key locations outside Griffith Park during all shows. This includes non-police neighborhood walking patrols.
      • Provide consistent post-show clean up in the neighborhood area impacted by the FACILITY after all events.
      • Provide other related services directly related to traffic control, neighborhood security, and clean up in areas immediately impacted by FACILITY.

6. Parking and Shuttles
SMG will manage all parking operations including a shuttle program to transport customers from off-site DEPARTMENT parking lots, transportation hubs or other leased parking areas. SMG shall obtain the DEPARTMENT'S prior written approval before commencing contract negotiations or executing such contracts for any leased parking areas. Lease payments for approved parking areas are a REIMBURSABLE
EXPENSE. SMG shall staff these operations with SMG’s employees or may subcontract one or both operations.

7. **Box Office Operations**
   SMG shall manage and staff the Greek Theatre Box Office. There will be no exclusive rights to a particular ticketing vendor at the Greek Theatre. A promoter, agent or other FACILITY user shall have the option to designate and select the ticketing vendor for their respective events, provided that such ticketing vendor meets all of the minimum requirements of the DEPARTMENT.

8. SMG shall coordinate with the Los Angeles Fire and Police Departments on all scheduled events regarding Fire, EMS and security services required for public protection.

9. SMG will at all times be responsible for maintaining public and concert staff ingress and egress to the FACILITY.

10. SMG will manage the VIP areas within the FACILITY and the VIP Parking.

11. SMG will be responsible for enforcing the DEPARTMENT’S established acceptable sound level requirements in the User Agreement (Exhibit E).

B. **Fiscal Responsibilities**
SMG shall act as the DEPARTMENTS fiscal agent for the OPEN VENUE MODEL. SMG will collect all fees associated with FACILITY operations, excluding food and beverage and merchandise sales, and will ensure proper accounting for all monies collected and any interest earned.

1. SMG shall ensure promoters and agents submit the required advance deposits, and any other fees for their events by the timelines established in the User Agreement and Booking Policy (Exhibit E).
2. SMG shall accept challenge request checks and process the challenge in compliance with the DEPARTMENTS User Agreement (Exhibit E).
3. SMG shall complete end of show settlement at the end of each show and will ensure monies for the show are properly distributed to all parties. SMG shall submit the end of show settlement statement to DEPARTMENT within two (2) business days of settlement.
4. SMG shall manage and administer the DEPARTMENT’S Promoter’s Commercial Incentive Program Policy (Exhibit F).
   a. Payment to promoters or agents achieving incentive will be made from the Greek Theatre bank account at the end of the season (SECTION 11).
C. SMG will oversee the Greek Theatre’s contracted food and beverage concessionaire and will include such concessionaire’s financial sales data in all financial reports.

D. SMG shall be accessible to the surrounding community to address questions and concerns and to collaborate on all aspects of FACILITY operations in conjunction with DEPARTMENT’S designated Community Liaison.

Greek Theatre - Operational Oversight AGREEMENT – December 1, 2017
E. **Website, Social Media and Wi-Fi**
   SMG will coordinate with the DEPARTMENT’S website vendor to maintain current event and promotional content on the website, including but not limited to updating concert calendar, promotional opportunities, venue information, ticketing, parking and shuttle services and food and beverage selections. SMG will coordinate resolution of any potential issues with the website vendor. SMG will coordinate and manage all social media apps for the Greek Theatre including, but not limited to Twitter, Facebook, Instagram or other designated SMG social media outlets. SMG shall provide full administrative access to City staff, including log in information and passwords, to all social media accounts during the term of this agreement. Upon expiration or termination of this agreement, SMG shall provide administrative access and information to all social media accounts and, if necessary, assign or transfer ownership of said accounts to the City. SMG shall provide designated City staff with access to the Venue’s highest available Wi-Fi access, including log in information and passwords.

F. **Operating Budget**
   SMG will prepare an annual FACILITY operating budget, monthly financial reports, annual branding campaign, outreach programs, cash flow estimate, and pro-forma for the length of the AGREEMENT, including the monthly financial statement reports identified in Proposal Page 46 (Exhibit G). In addition, SMG will submit audited financials on an annual basis. DEPARTMENT may request additional reports to assist DEPARTMENT with managing the FACILITY. SMG will cooperate with DEPARTMENT to provide the requested reports. The reports may be changed from time to time to include additional information as required by the DEPARTMENT.

G. **International Alliance of Theatrical Stage Employees and American Federation of Musicians Agreements**
   SMG shall use the existing union contracts to develop and hold an agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 33 (Stage Technicians Union) and 857 (Treasurers and Ticket Sellers Union) and develop and hold contracts with IATSE Local 706 (Make-up Artists and Hair Stylists Guild), Local 768 (Theatrical Wardrobe Union) and the American Federation of Musicians, Local 47 (AFM Local47). SMG will coordinate the reasonable use of FACILITY to IATSE for job training opportunities at IATSE’s cost. There will be no FACILITY rental fee charged to IATSE for this use.

H. **Community Cultural Events**
   SMG shall use reasonable efforts to raise funds to offset the FACILITY rental fees and the production costs of three (3) identified annual community cultural events to assist local organizations to put on performances. SMG will not be responsible for any shortfalls. Should a shortfall occur, SMG shall collect the appropriate fees in compliance with DEPARTMENT policies.

I. **Filming**
   It is the policy of the CITY to facilitate the use of CITY properties as film locations when appropriate. DEPARTMENT has established a Park Film Office to coordinate the use of park property for film production purposes. All fees for use of park property by film operators.
production companies shall be established and collected in accordance with CITY and DEPARTMENT policies. SMG shall charge any fees for film production conducted at FACILITY as provided in the User Agreement and for filming on the PREMISES on non-event days, such uses and fees subject to DEPARTMENT approval.

J. SMG will work with private entities to book the FACILITY for private events throughout the year. The DEPARTMENT must authorize all non-concert season events.

K. Customer Satisfaction Surveys
SMG shall be responsible to ensure Customer Satisfaction Surveys are conducted after every event. The Customer Satisfaction Survey measures the quality of service being delivered to patrons, which rates service in five (5) separate categories. SMG will provide summary reports to the DEPARTMENT on June 15, September 15 and November 15 for all events held in the previous period. The DEPARTMENT shall be consulted regarding survey questions and reserves the right to suggest additional questions as necessary to assist in the evaluation of community satisfaction. Surveys may be carried out in the form of e-mail messaging QR codes, website link, or other methods as may be determined by SMG.

L. Community Engagement

1. SMG agrees to organize, host, maintain, oversee and arrange a regular monthly community meeting to accommodate neighborhood associations and community groups at times when convenient for the public to such meetings. Should SMG fail to host community meeting for two (2) consecutive months, such failure will be considered a material breach and may result in termination of AGREEMENT.

2. SMG shall work in conjunction with the DEPARTMENT’s assigned community liaison(s) and work collaboratively to address all issues related to community engagement and outreach.

3. SMG will establish and maintain a telephone 'hotline' to accommodate public feedback and develop a log to monitor response times and respond to calls within 24 to 48 hours.

M. Greek Theatre Advisory Committee
SMG agrees to organize, host, maintain, oversee and arrange the DEPARTMENTS Greek Theatre Advisory Committee (GTAC), which shall act solely in an advisory capacity to the DEPARTMENT in specific matters relating to the operation of the FACILITY. GTAC may make recommendations to the DEPARTMENT regarding programs related to theatre operations, maintenance, food concessions, merchandising, traffic control, security, and community relations, and will work with SMG in establishing community involvement and cultural development. SMG shall staff, host and coordinate a monthly meeting with GTAC to keep the community engaged, informed and to resolve quality of life issues associated with the VENUE. However, operation of the FACILITY is the contractual obligation of SMG and GTAC is to remain an advisory arm of the DEPARTMENT representing community interests related to the Greek Theatre.

N. Citywide Outreach

Greek Theatre - Operational Oversight AGREEMENT – December 1, 2017
SMG shall coordinate and cooperate with DEPARTMENT to develop strategies to outreach to at risk youth to provide enrichment opportunities including, but not limited to, job training, workshops, tours, educational concerts or attending concerts/events.

O. Cleanliness
SMG shall ensure the VENUE and PREMISES are always maintained in a safe and clean condition and will work in conjunction with the DEPARTMENT to keep the PREMISES, including the theatre building, parking lots, surrounding community and the surrounding hillside, including fencing, clean, uncluttered, and sanitary at all times. SMG shall work in conjunction with the DEPARTMENT to keep the VIP Parking Lot, the adjacent valley (west of the Theatre) and the surrounding area impacted by the FACILITY, clean, uncluttered and sanitary after all events, or other use by SMG. SMG shall work in conjunction with the DEPARTMENT and/or custodial subcontractors to provide all necessary janitorial services to maintain PREMISES, restrooms and public areas according to CITY standards. SMG agrees to respond and correct any instruction immediately or to provide a written response within twenty-four (24) hours of necessary corrective action.

SMG shall not permit any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, to remain thereon, and SMG shall prevent any such matter or material from being or accumulating upon said PREMISES.

SMG, at its own expense, shall see that all garbage or refuse is collected from the offices, as often as necessary and in no case less than twice a week, and disposed of in the main dumpster. This expense is included in the ANNUAL FIXED FEE. SMG will incur the cost of all garbage pick-ups from the main dumpster for the PREMISES during the term of this AGREEMENT.

P. Conduct
SMG and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of the DEPARTMENT.

Q. Disorderly Persons
SMG shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon the aid of peace officers to assist in maintaining peaceful conditions. SMG shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

R. Personnel

1. SMG shall develop a protocol, subject to the DEPARTMENTS approval, for the engagement of any employee or subcontractor. SMG'S protocol shall comply with all applicable CITY, STATE, and/or Federal labor laws.

2. Qualified Personnel
SMG will, in the operation of the FACILITY, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the CITY. All personnel will be trained in accordance with SMG’S submitted training plan prior to starting work at the premises. All such personnel, while on or about the PREMISES, shall be neat in appearance and directed to be courteous at all times and shall be appropriately attired in conjunction with agreed upon appearance standards attached, with badges or other suitable means of identification. SMG shall prohibit persons employed by SMG, while on or about the PREMISES, to be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment. In the event an employee is not satisfactory, the DEPARTMENT may direct SMG to remove that person from the PREMISES or from employment at the Greek Theatre. The SMG will create an employee handbook that will delineate these requirements to be signed by all employees.

3. **GENERAL MANAGER of the Greek Theatre:**
   SMG shall appoint, subject to written approval by the DEPARTMENT, a GENERAL MANAGER of SMG’S operations at the FACILITY.

   The GENERAL MANAGER 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 FACILITY, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of SMG’S agents, servants, and employees. The GENERAL MANAGER shall be available during regular business hours, including show times and, at all times during that person’s absence, a responsible subordinate shall be in charge and available. The authority of the GENERAL MANAGER includes, but is not limited to, the ability to: hire, fire, and schedule personnel; order merchandise and materials; oversee inventory control and tracking; implement a marketing plan; maintain accounting records; book parties and events; oversee operations; train employees (to include such areas as customer service); and have ultimate on-site decision-making responsibility, as delegated and under the ultimate discretion of the DEPARTMENT.

   The GENERAL MANAGER shall devote the greater part of their working time and attention to the operation of the FACILITY and shall promote, increase and develop the business. During the days and hours established for the operation of the subject FACILITY, the GENERAL MANAGER’S personal attention shall not be directed toward the operation of any other business activity.

4. **Approval of Personnel**
   The DEPARTMENT shall have the right to approve or disapprove any employees of SMG or hired to work, in any capacity at the Greek Theatre.

5. **Diversion of Business**
SMG shall not divert, cause, allow, or permit to be diverted any business from the PREMISES and shall take all reasonable measures, to develop, maintain, and increase the business conducted by it under the AGREEMENT.

T. Equipment and Furnishings
Office Space at the FACILITY (but not office equipment and furniture) will be provided to SMG by CITY at no cost to SMG. SMG shall provide, maintain and repair office furniture and equipment necessary to operate the administrative offices located at the facility ("SMG'S OFFICE FURNITURE AND EQUIPMENT"). SMG shall pay all SMG'S OFFICE FURNITURE AND EQUIPMENT costs with no reimbursement from the CITY. SMG’S office furniture and equipment shall remain the personal property of SMG. The DEPARTMENT reserves the right to approve or disapprove any office equipment and/or furnishing provided at the Greek Theatre.

Except for SMG’S OFFICE FURNITURE AND EQUIPMENT AND ADMINISTRATIVE COSTS, equipment, furnishings, and expendables required to operate the PREMISES shall be a CITY obligation to provide, obtain or reimburse SMG for the provision of any property (all such property being referred to herein as "CITY'S FF&E"). CITY may request SMG to purchase and install the same on its behalf and, in such case, the expense of doing so shall be a REIMBURSABLE EXPENSE. SMG shall deliver an inventory of all equipment with designation of ownership at the beginning of each calendar year and for each year of the term of the AGREEMENT thereafter. The inventory report shall include updated equipment lists as well as equipment status, length of remaining useful life, and explanations of any reduction in inventory. If, upon termination of the AGREEMENT, the DEPARTMENT does not renew said AGREEMENT, SMG shall have the right to remove its SMG'S OFFICE FURNITURE AND EQUIPMENT, but not improvements, from the PREMISES and shall be allowed a period of thirty (30) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of the DEPARTMENT.

U. Maintenance of Equipment
SMG shall, at all times and at its expense, keep and maintain SMG'S OFFICE FURNITURE AND EQUIPMENT, in good repair and in a clean, sanitary, and orderly condition and appearance. As between SMG and the CITY, CITY will be responsible for maintenance and repair of the PREMISES, the FACILITY, ADDITIONAL PARKING SITES and all CITY FF&E, which the CITY shall maintain and repair in a manner to support a premium, high-quality operation. CITY may request SMG to maintain and repair the PREMISES, FACILITY AND CITY'S FF&E on its behalf and, in such case; the expense of doing so shall be a REIMBURSABLE EXPENSE. The CITY reserves the right to conduct inspections of the FACILITY and make additional requirements to the maintenance of equipment at any time or to approve or disapprove the placement of any property located on any location on or within the PREMISES.

No equipment provided by CITY shall be removed or replaced by SMG without the prior written consent of the DEPARTMENT.

V. Permits and Licenses
SMG shall obtain at its sole expense any and all permits, approvals, and licenses that may be required in connection with the operation of the FACILITY including, but not limited to: tax permits, business licenses, health permits, police, fire and Building and Safety permits. All permits, approvals and licenses shall be posted in the appropriate areas on a year-round basis.

W. Signs and Advertisements
SMG shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without the prior written approval from the DEPARTMENT, who reserves the right and who may require the removal or refurbishment of any previously approved sign.

SMG shall not permit vendors to display wares inside or outside the building or on said property unless written permission is secured from the DEPARTMENT in advance of installation, and such permission shall be subject to revocation at any time but shall not be unreasonably withheld, unless signage is part of a concessionaire or approved artist merchandise. The type of sign or advertisement and the duration of display shall be approved in advance and in writing by the DEPARTMENT.

At the FACILITY, a sign maybe posted in a non-public place stating that the FACILITY is operated under an AGREEMENT issued by CITY through the Department of Recreation and Parks.

X. Utilities
The DEPARTMENT shall pay for utility charges associated with the PREMISES, FACILITY and ADDITIONAL PARKING SITES, with the exception of telephone, internet and trash pick-up. Charges for telephone, internet and trash pick-up shall be paid by SMG and are included in SMG'S ADMINISTRATIVE COSTS regardless of whether such utility services are furnished by CITY or by other utility service providers. The telephone number shall be placed in the FACILITY'S name and shall not be transferable to any other location. SMG will comply with all water and energy saving policies and produce a monthly report on achieving improvements in water and energy usage.

Except to the extent of CITY's fault, including failure to maintain and repair as provided in this AGREEMENT, SMG hereby expressly waives all claims for compensation, or for any diminution or abatement of the revenue-sharing 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 SMG 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 of damage to any utility service line, CITY shall be responsible for the cost of repairs and any and all damages occasioned thereby, except to the extent that such damage is caused by the negligence of SMG or its employees.

Greek Theatre - Operational Oversight AGREEMENT – December 1, 2017
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SMG shall use best efforts to assure that water and energy are utilized by SMG in the most efficient manner possible, and SMG expressly agrees to comply with all CITY water and energy conservation programs.

SMG shall reimburse the DEPARTMENT if the DEPARTMENT pays any telephone, internet or trash pick-up charges.

Y. Safety
SMG will prepare a safety plan with specific training programs for all employees. SMG will designate a safety officer to report on safety statistics including employee and patron injuries on a monthly basis. SMG will review all workers compensation claims that arise from premises.

SMG shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. SMG agrees to respond and correct any instruction of the DEPARTMENT immediately or to provide a written response within twenty-four (24) hours of necessary corrective action. In the event of injury to an employee, staff person, manager, patron or customer, SMG shall summon medical attention as soon as reasonably possible thereafter. SMG shall keep internal documentation of the incident and shall submit to the DEPARTMENT a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit I) within forty-eight (48) hours of the incident, two (2) copies of all Accident/incident reports shall be sent to address identified in SECTION 237 NOTICES.

If SMG fails to correct hazardous conditions which have led or, in the reasonable opinion of the DEPARTMENT, could lead to injury, the DEPARTMENT may at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, take the necessary action to remedy that condition and recover the cost thereof, including administrative overhead, to be paid by SMG to CITY as set forth in SEC. AA; provided that SMG shall not be responsible for such hazardous conditions to the extent caused by CITY or which are otherwise an obligation of the CITY.

Z. Security
SMG shall be responsible for the security of the interior PREMISES. SMG will designate a security director to report on security statistics on a monthly basis. SMG may install equipment, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by SMG and shall be a REIMBURSABLE EXPENSE. SMG shall obtain the DEPARTMENT’S prior written approval for the expenditure. Security personnel shall remain on duty while guests and artists are on the PREMISES.
AA. Sponsorships

As noted in SECTION 2, SMG shall provide copies of all sponsorship agreements that relate to and/or affect the Greek Theatre, including the fair market value for any in-kind, barter and cash sponsorships, to the DEPARTMENT.

SMG shall comply with all CITY rules, procedures and sign regulations, including the DEPARTMENT’S Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who Contribute to and/or Support City of Los Angeles Parks and Programs, (Exhibit I) and the Naming Policy, Procedures and Guidelines for Parks and Recreational Facilities, (Exhibit J). Sponsorships shall be approved by the CITY, who reserves the right to approve or disapprove any sponsorship. The following sponsorship categories are prohibited: firearms products, tobacco products including e-cigarettes, gaming. Sponsorships, which assign Naming Rights to sponsor, shall comply with the DEPARTMENT’S Naming Policy and are subject to prior written approval of the DEPARTMENT. The DEPARTMENT reserves the right to decline recommended sponsorship partners, but unless such sponsorship is otherwise prohibited under this paragraph, the potential revenue from such declined sponsorship shall be counted towards the Annual Minimum Guarantee in Section 7.

The CITY reserves the right to conduct an audit/review of sponsorships obtained by the SMG and collect a percentage on any in-kind/donated or additional sponsorship or support that was not submitted to the DEPARTMENT and which should have been included in the calculation of the Annual Minimum Guarantee.

The CITY further reserves the right to solicit, obtain and enact any sponsorship opportunity at the Greek Theatre.

BB. Intellectual Property

"The Greek Theatre" and the Greek Theatre logo (collectively, “Trademarks”), attached as Exhibit Q, are registered trademarks of the City. Use of these Trademarks without permission may constitute trademark infringement and unfair competition in violation of federal and state law. Except as permitted in this agreement, SMG may not:

1. Use the Trademarks in connection with any products or services unrelated to this agreement;
2. Use any trademarks confusingly similar to the Trademarks in connection with any products or services unrelated to this agreement;
3. Create or maintain a website, unrelated to this agreement, using a domain name confusingly similar to the Trademarks or includes the words “Greek Theatre”;
4. Register or attempt to register the Trademarks or any marks confusingly similar to them; and
5. Challenge or dispute City’s ownership of and rights to the Trademarks and the validity of any of City’s registrations or applications for the Trademarks.
SECTION 6. SPONSORSHIPS, BOX SEATS AND PREMIUM SEATING SALES

SMG shall comply with the DEPARTMENT'S Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who contribute and Support City of Los Angeles Parks and Programs (Exhibit I) and Naming Policy, Procedures and Guidelines for Parks and Recreation Facilities (Exhibit J).

SMG shall pay to the DEPARTMENT 75% of all sponsorship revenue, less fulfillment costs and 75% of all premium seating revenue. Should the DEPARTMENT approve barter, SMG would receive the full value of the City approved estimated barter value towards SMG's minimum performance guarantee on a dollar for dollar basis and would be credited 25% of that value as part of their revenue share. Any approved barter must reduce the CITY's OPERATING EXPENSES not covered by SMG's annual fixed fee. The CITY shall be owner of any and all bartered equipment.

SMG agrees to pay all costs associated with marketing, selling and generating SPONSORSHIP AND PREMIUM SEATING REVENUE out of its twenty-five percent (25%) share of such revenue (e.g. salespersons' base compensation, sales commissions and fulfillment costs) and CITY shall simply receive its seventy-five percent (75%) share with no obligation to pay any of such costs not otherwise approved as fulfillment costs.

The CITY reserves the right to secure, obtain and provide it owns sponsorship opportunities and venue partnerships. Any CITY obtained sponsorships or partnerships shall not be shared on any percentage split with SMG.

SECTION 7. SMG PERFORMANCE GUARANTEE

The CITY reserves the right to impose a financial penalty in the event the SMG does not meet the agreed-upon benchmarks, deliverables and standards for the FACILITY as described below. Failure to achieve the applicable benchmarks as set forth in the two (2) performance categories below shall result in SMG remitting to the DEPARTMENT a portion of its Two Hundred Thousand Dollars ($200,000.00) annual SMG profit, in proportion to the percentage amounts established for each performance category ("Performance Penalty") as follows:

I. Shuttle Transportation Increase (25%): There shall be an increase in the total number of automobiles parked offsite during each season of operation as provided below. The Annual Shuttle Transportation Benchmark is defined as the total number of automobiles parked offsite. In the event SMG fails to achieve an increase in offsite automobile parking, then CITY may elect to impose a Performance Penalty of up to Fifty Thousand Dollars ($50,000.00), based on the percentage by which SMG failed to meet the applicable Annual Shuttle Transportation Benchmark.

Example: For an actual increase of twelve percent (12%) compared to an Annual Shuttle Transportation Benchmark of fifteen (15%) (i.e., twenty percent (20%) below Benchmark), the penalty would be Ten Thousand Dollars ($10,000.00) (i.e., twenty percent (20%) of Fifty Thousand Dollars ($50,000)).

The Annual Shuttle Transportation Benchmark shall be as follows:
II. Combined Annual Sponsorships and Premium Seating Revenue (75%): Failure of SMG to remit a certain minimum annual revenue share to the DEPARTMENT of SPONSORSHIP REVENUE (only excluding fair market of all City approved estimated barter value and fulfillment costs and PREMIUM SEATING REVENUE during each year of the AGREEMENT as described below shall result in a SMG Performance Penalty of up to One Hundred Fifty Thousand Dollars ($150,000.00) for each year of the AGREEMENT to be applied on a dollar-for-dollar basis against any shortfall. To the extent the actual amounts remitted to the DEPARTMENT fall below the Annual Minimum Guarantee as follows:

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Annual Minimum Guarantee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 Season</td>
<td>$800,000.00</td>
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<tr>
<td>2017 Season</td>
<td>$825,000.00</td>
</tr>
<tr>
<td>2018 Season</td>
<td>$850,000.00</td>
</tr>
</tbody>
</table>

SECTION 8. ANNUAL FIXED FEE

An ANNUAL FIXED FEE shall be paid by CITY to SMG for the services provided by SMG in AGREEMENT. The ANNUAL FIXED FEE shall consist of the three (3) following components:

A. Greek Theatre Management Team and all operations expense, including but not limited to payroll taxes, insurance, employee benefits, bonds and any other employee related expenses;

B. General and Administrative Expense (Exhibit K, Proposal Pages 74-75); and

C. SMG’S Fee.

The Greek Theatre Management Team shall consist of the following eight (8) position classifications. Each of the following positions shall at all times be filled and maintained to perform the services required in this AGREEMENT. Failure to maintain these positions will be considered a material breach and may result in deductions of the Greek Theatre Management Team expense to SMG and/or termination of AGREEMENT.
Greek Theatre Manager, Operations/Event Manager, Box Office Manager, Finance Manager, Executive Assistant/Booking Coordinator, Marketing Manager, Patron Services Supervisor, Receptionist. Subject to reasonable modification at discretion of SMG with approval by DEPARTMENT, provided however it shall not create any variance to the MANAGEMENT STAFFING REQUIREMENTS and COSTS. The CITY reserves the right to approve or disapprove or have removed any employee of SMG or of THE VENUE from working that the Greek Theatre and SMG agrees to comply and remove any SMG or contracted employee from employment at the VENUE or its PREMISES.

The ANNUAL FIXED FEE for the first year of the AGREEMENT was not to exceed One Million Four Hundred Eighty-Six Thousand One Hundred Fifty Dollars ($1,486,150.00), consisting of the following:

1. Greek Theatre Management Team and all operations expense, including but not limited to payroll taxes, insurance, employee benefits, bonds and any other employee related expenses- $800,800.00;
2. General and Administrative Expense - $485,350.00; and
3. SMG'S Fee $200,000.00

The ANNUAL FIXED FEE for the second year of the AGREEMENT was not exceed One Million Four Hundred Ninety Thousand One Hundred Thirty-Five Dollars ($1,490,135.00).

The ANNUAL FIXED FEE in the third year of the AGREEMENT shall not exceed One Million Five Hundred Thirty-Four Thousand Eight Hundred Thirty-Nine Dollars ($1,534,839.00).

SECTION 9. REIMBURSABLE EXPENSES

SMG will procure services at the FACILITY on behalf of the DEPARTMENT. SMG will submit qualified vendors for the equipment or service and will recommend the specific vendor to the DEPARTMENT. SMG must obtain the DEPARTMENT'S prior written approval for the expenditure. SMG will be reimbursed for the service costs by providing DEPARTMENT the appropriate documentation to support the request for reimbursement. REIMBURSABLE EXPENSES will be included in the Monthly Event Closing Statement for reimbursement.

SECTION 10. EVENT SERVICES STAFFING EXPENSES

SMG shall ensure each event is staffed in accordance with the approved Event Services Staffing Plan. Each event will include the following position classifications and have the following services performed:

Usher, ticket takers, security, parking attendants, box office personnel, neighborhood event staffing, administration, hospitality, Los Angeles Police Department officers (off-duty or on duty uniformed), Department of Transportation officers, Los Angeles Fire Department Emergency Medical Technicians, Offsite Parking Shuttles, ADA Shuttles, traffic control and equipment
For the 2018 CONCERT SEASON, rates billed for EVENT SERVICES AND STAFFING COSTS for the applicable cost category are provided for in Exhibit L. The EVENT SERVICES AND STAFFING COSTS for subsequent CONCERT SEASONS must be submitted to the DEPARTMENT for approval. Any proposed adjustments to said rates at any time subsequent to each pre-CONCERT SEASON submittal shall require approval from the DEPARTMENT.

SMG shall submit the appropriate documentation with the Monthly Event Closing Statement for reimbursement of actual expenditures.

SECTION 11. ACCOUNTING, RECORDS AND ADDITIONAL FEES

A. Bank Accounts

FOUR (4) GREEK THEATRE ACCOUNTS: On or before November 2, 2017, the City will open four (4) new bank accounts, deposits, box office, operations, and disbursement. RAP must be owner of all four (4) bank accounts and the DEPARTMENT will give SMG authority to access these bank accounts based on Greek Theater’s operation needs.

1. DEPOSIT ACCOUNT:

SMG will receive deposits for incidental charges from promoters and agents as required by the User Agreement in the normal course of business. SMG will deposit such funds from promoters and agents into DEPOSIT ACCOUNT. SMG shall be responsible for accurately maintaining records for each promoter or agent deposit. At the end of the event or at the end of the concert season, SMG will book transfer refundable deposit from deposit account to operation account. The City’s staff will transfer refundable deposit from operation account to disbursement account so that SMG will disburse the proper refundable monies to promoter or agent. SMG has no disbursement authority on DEPOSIT ACCOUNT.

2. BOX OFFICE ACCOUNT:

SMG will receive ticket proceeds for events via the ticketing agents as well as through box office operations. SMG will deposit ticket proceeds and related revenues into BOX OFFICE ACCOUNT. At event settlement, SMG will book transfer from box office account to operation account. The City’s staff will transfer funds from operation account to disbursement account. SMG will distribute funds to promoter and venue. SMG has no disbursement authority on BOX OFFICE ACCOUNT.

3. OPERATION ACCOUNT:

SMG shall deposit any funds derived from the DEPARTMENT’S Greek Theater OPEN VENUE MODEL operations. The City’s staff will transfer funds from operation account to disbursement account as needed to pay for Greek Theater operation expenses. SMG has no disbursement authority on OPERATION ACCOUNT.

4. DISBURSEMENT ACCOUNT:

The City give SMG authorization to disburse funds from DISBURSEMENT ACCOUNT to pay for Greek Theater operation expenses, refund promoter and agent’s refundable
deposits and distribute event settlement funds to promoter and venue. The City's staff will transfer cash from operation account to disbursement account for Greek Theater's operation on as needed basis. SMG will provide cash outflow projection to the City on or before April 1, 2018 for season 2018. The City give SMG authorization to sign checks and perform electronic funds transfer (EFT) to pay for Greek Theater operation invoices. SMG is disallowed to disburse funds to their cooperate office from Greek Theater's disbursement account. SMG's property management fees will be disbursed through the City's Financial Management System.

B. Monthly Event Closing Statement
SMG shall submit a monthly event closing statement to the DEPARTMENT for review and approval within twenty-five (25) calendar days after the end of the month. The monthly event closing statement shall be accompanied by a Monthly Remittance Advice Form (Exhibit N), clearly identifying: (i) all revenues recognized for that month at the facility including, without limitation, event revenue, sponsorship and premium seating revenue and any miscellaneous revenue generated from operations at the FACILITY ("monthly operating revenue") and (ii) all expenses incurred in that month including, without limitation, city's operating expenses applicable to such period along with outstanding amounts of city's operating expenses due for prior periods, SMG's share of sponsorship and premium seating revenue and any miscellaneous expenses incurred in connection with the operation of the FACILITY ("monthly operating expenses"). SMG shall include with such statement detail of monthly operating revenue and expenses including a line item event profit and loss statement for each event presented during the period and supporting documentation for CITY's operating expenses in a form acceptable to DEPARTMENT.

SMG will include a statement for each of the four (4) bank accounts established for the Greek Theater as described in SECTION 11.A above.

1. SMG must pay each eligible promoter the Event Volume Incentive dollar amount (with prior approval by the DEPARTMENT) by December 1st after conclusion of the current concert season.

SMG will include a check payable to the DEPARTMENT for any MONTHLY Operating Revenue exceeding the MONTHLY OPERATING EXPENSE, by December 31, annually.

C. Late Payment Fees
Failure of SMG to pay any of the revenue-sharing payments or any other fees, charges, or payments within ten (10) days following notice of such failure to pay is a material 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 SMG, 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, SMG 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 Thousand Dollars ($1,000.00) 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 DEPARTMENT reserves the right to increase any and all administrative fees at the time of exercising each option to renew the AGREEMENT.

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

D. **Annual Accounting Adjustment**

No later than November 25th of each year, OPERATOR shall prepare and submit to CITY a statement showing the total gross receipts for the last AGREEMENT year by category and the revenue-share paid for the year. If the sums paid by SMG during said period total less than the annual minimum revenue-sharing guarantee, as noted in SECTION 7, SMG shall remit to the CITY the under payment amount with the annual statement postmarked no later than November 25th.

E. If CITY pays any sum or incurs any obligations or expense which SMG 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 SMG 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 SMG contrary to said conditions, covenants, and agreements, SMG 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 6 hereof. The DEPARTMENT reserves the right to increase any and all administrative fees at the time of exercising each option to renew the AGREEMENT.

F. The charges for any late or delinquent payments shall be One Thousand Dollars ($1,000.00) 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. The DEPARTMENT reserves the right to increase any and all administrative fees at the time of exercising each option to renew the AGREEMENT.

G. 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 SMG 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 chargeable to Greek Theatre - Operational Oversight AGREEMENT – December 1, 2017

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SMG, and charge SMG 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 SMG.

SECTION 12. MAINTENANCE OF PREMISES

A. The DEPARTMENT will be responsible for the maintenance of PREMISES, except custodial maintenance services covered under Event Services. During all periods that the PREMISES are used or are under the control of the SMG for the uses, purposes, and occupancy aforesaid, SMG shall work in conjunction with DEPARTMENT to coordinate all necessary damage/maintenance repairs, including general exterior appearance of all equipment and facilities and regular graffiti removal, to the satisfaction of the DEPARTMENT and in keeping with other first class, high-quality venues. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

Building maintenance which includes all building components including but not limited to structural, mechanical and electrical for the FACILITY will be provided by the DEPARTMENT unless the SMG is specifically requested by the DEPARTMENT to perform a replacement or repair. Should a request be made and a mutually agreed upon scope and cost be reached, said cost will be paid to SMG by CITY as a REIMBURSABLE EXPENSE.

The DEPARTMENT will provide grounds maintenance which includes tree trimming, mowing, weeding and landscaping.

B. Property Damage and Theft Reporting
SMG shall complete and submit to the DEPARTMENT a "Special Occurrence and Loss Report," 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. The DEPARTMENT shall provide blank forms for this purpose.

C. Damage or Destruction to Premises
a. Partial Damage
If all or a portion of the PREMISES are 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 SMG, its agents, officers, or employees, SMG shall be responsible for reimbursing CITY for the cost and expense incurred in making such repairs.

b. 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 DEPARTMENT as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of SMG, its agents, officers, or employees, said fees and charges will not abate and SMG shall be responsible for the cost and expenses incurred in making such repairs.

c. 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, SMG 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 SMG, its agents, officers, or employees, said fees and charges shall not abate and CITY may, in its discretion, require SMG to repair and reconstruct the same within twelve (12) months of such destruction and SMG shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs.

d. 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 SMG at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies included within SMG’S office furniture and equipment costs shall be the responsibility of SMG and any such redecoration and refurbishing/re-equipping shall be equivalent in quality to that originally installed.

D. Pest Control
CITY shall perform and pay for pest control in or on structures or areas maintained by CITY. SMG shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES in clean condition. DEPARTMENT may direct SMG to take additional measures to abate pests, which are an immediate threat to public health or safety.
SECTION 13. PROHIBITED ACTS

SMG shall not:

1. Use the PREMISES to conduct any other businesses operations of SMG not related to the Greek Theatre;

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 FACILITY, nor do or permit to be done anything which may interfere with free access and passage in 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 FACILITY or use the PREMISES for any purpose which is not essential to the FACILITY 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 the DEPARTMENT;

5. Overload any floor or roof in the PREMISES;

6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to DEPARTMENT any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by SMG, and in the event of the loss of any keys furnished by DEPARTMENT, SMG 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 (except in connection with increased or changed usage) 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 DEPARTMENT, 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 SMG 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 Title 26, Division 19.1, Section 19-2510 of the California Code of Regulations, 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 SMG 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. Permit undue loitering on or about the PREMISES;

10. Use the PREMISES in any manner that will constitute waste;

11. Use or allow the PREMISES to be used for, any improper, immoral, or unlawful purposes

12. Install or allow the installation of video games, or vending machines including but not limited to Automated Teller Machines (ATMs) without the prior written approval of the DEPARTMENT.

13. Permit gambling on the PREMISES or install or operate or permit to be installed or operated thereon, any device which is illegal; or use the PREMISES or permit it to be used for any illegal business or purpose.

14. Permit smoking in the audience seating area and any other interior areas of the theatre building or FACILITY PREMISES, with the exception of designated dressing rooms in conformance with AB13 California Smoke-Free Workplace Law. Any exceptions to this policy will require the prior written approval of the DEPARTMENT.

SECTION 14. NUMBER OF ORIGINALS

The number of original texts of this AGREEMENT shall be equal to the number of parties hereto, one text being retained by each party

SECTION 15. RATIFICATION LANGUAGE

Due to the need for the SMG’S services to be provided continuously on an ongoing basis, SMG may have provided services prior to the execution of this AGREEMENT. To the extent that said services were performed in accordance with the terms and conditions of this AGREEMENT, those services are hereby ratified.

SECTION 16. PERFORMANCE DEPOSIT

A. SMG shall provide the DEPARTMENT a sum equal to Five Hundred Thousand Dollars ($500,000.00) for the term of the AGREEMENT.

B. Form of Deposit

SMG’S Deposit shall be in the following form:

1. A cashier's check drawn on any recognized local bank, which cashier's check is payable to the order of the City of Los Angeles.

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C. **Agreement of Deposit and Indemnity**
SMG unconditionally agrees that in the event of any material default of this AGREEMENT by SMG and consequent termination by CITY, CITY shall have full power and authority to use the deposit in whole or in part to indemnify CITY. All deposits of cash or checks must be immediately so deposited by the DEPARTMENT.

D. **Maintenance of Deposit**
CITY shall hold SMG’S deposit in an interest-bearing account during the entire term of the AGREEMENT.

E. **Return of Deposit to SMG**
Said Deposit, together with accumulated interest, shall be returned to SMG and any rights assigned to Deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and the later of (i) any exit audits and inspections performed in conjunction with the AGREEMENT, or (ii) ninety (90) days thereafter. The CITY reserves the right to deduct from the Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to the CITY by SMG as shown by any exit audits performed by CITY, or as compensation to CITY for material breach by SMG of this AGREEMENT. SMG shall have the right to challenge the accuracy of such audit and/or the propriety of any claim by CITY against the funds, and in the event that the parties fail to reach AGREEMENT concerning the disposition of the funds, may institute appropriate dispute resolution or legal proceedings.

**SECTION 17. TAXES, PERMITS AND LICENSES**

A. SMG shall obtain and maintain any and all approvals, permits, or licenses that may be required in connection with the operation of the FACILITY including, but not limited to, tax permits, business licenses, health permits, building permits, police and fire permits, etc.

B. SMG shall pay all applicable CITY, STATE and Federal taxes associated with SMG’S business activities in performance of the services required in AGREEMENT.

C. During the entire term of the AGREEMENT, the SMG must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY’S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.)

**SECTION 18. ASSIGNMENT, SUBLEASE, BANKRUPTCY INDIRECT TRANSFERS RESULT IN CITY’S RIGHT TO TERMINATE**
SMG 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. 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 FACILITY 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, encumbrance, pledgee or other lien holder, successor or purchaser.

SMG may not, without prior written permission of the CITY:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment, except that the parties acknowledge that the foregoing does not preclude the assignment by SMG of its rights to receive fees hereunder to its lender(s) as collateral security for SMG’s obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover SMG’s rights to manage, promote or operate the Facility hereunder.

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

SECTION 19. BUSINESS RECORDS

A. SMG shall maintain for three (3) years after termination, 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 DEPARTMENT, 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.

B. Employee Fidelity Bonds
At the DEPARTMENT’S discretion, adequate employee fidelity bonds may be required to be maintained by SMG covering all its employees who handle money.

C. Cash and Record Handling Requirements
If requested by DEPARTMENT, SMG shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the FACILITY, which shall be submitted to DEPARTMENT for approval.

SMG shall be required to maintain a method of accounting in compliance with Generally Accepted Accounting Principles of the FACILITY, Which shall correctly and accurately reflect the gross receipts and disbursements received or made by SMG from the operation of the FACILITY. The method of accounting, including bank accounts, established for the FACILITY shall be separate from the accounting systems used for any other business operated by SMG or for recording SMG’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.

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3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

4. Receipt vouchers shall be retained in order for daily sales to be identified. Reconciliations required per event.

5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

D. Method of Recording Gross Receipts
Gross receipts will be recorded through the Point of Sale system in order to establish the daily receipts records and reconciliation per event with the exception of onsite parking for which ticket vouchers are retained.

E. Annual Statement of Gross Receipts and Expenses
SMG shall transmit certified financial statements for the FACILITY operations, prepared in a form and by a Certified Public Accounting firm acceptable to the DEPARTMENT, on or before January 15th for the foregoing AGREEMENT year during the term of the AGREEMENT. Notwithstanding the expiration of the AGREEMENT on November 1, 2018, the certified financial statements provisions shall survive the expiration of the AGREEMENT and the final certified financial statements shall be filed on or prior to January 15th of the calendar year after the expiration of the AGREEMENT. To the extent required by law, the certified financial statements shall set forth an expense account entitled "Compensation to Officers" or an account having some similar title. The amount shown opposite this item shall include all salaries or other compensation paid to officers of the SMG'S corporation, directors, shareholders, any individual owning stock indirectly and other persons employed by SMG to manage the operations or supervise SMG'S employees and members of their respective families where such payment is for services derived from the FACILITY operations by SMG. These salaries or other compensation shall not be indicated in any other expense category.

The annual certified financial statements shall include an attachment containing the following information for each show of the preceding season:

- All actual revenue, categorized by source (i.e. gate, parking, etc.)
- Paid attendance and total attendance

Failure to provide the certified financial statements described above, within the prescribed time allowed, shall be cause for the DEPARTMENT to call for an immediate audit of the FACILITY operations. SMG shall be charged for the full cost of labor, mileage, and materials expended in the investigation and preparation of the audit, plus 30 percent (30%) of said costs for administrative overhead.

All records obtained or created in connection with CITY'S inspections of record or audits, will be or become subject to public inspection and production as public records, except to the extent that certain records or information are not required by law to be disclosed.

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All documents, books and accounting records shall be open for inspection and reinsertion at any reasonable time during the term of the AGREEMENT, and for a reasonable period, not to exceed one year, thereafter. In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by SMG 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 SMG to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, SMG shall pay CITY within 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, SMG shall also pay the cost of the audit.

SECTION 20. REGULATIONS, INSPECTION, AND DIRECTIVES

A. Constitutional and Other Limits on SMG’s Rights to Exclusivity

Notwithstanding exclusivity granted to SMG by the terms of this AGREEMENT, the CITY in its discretion may require SMG, without any reduction in rent or other valuable consideration to SMG, 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:

a. 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 FACILITY;

b. Any and all orders, directions or conditions issued, given, or imposed by DEPARTMENT with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;

c. 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 SMG’S operations; and,

d. 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 SMG from CITY or the DEPARTMENT and any errors or omissions therefrom shall not relieve SMG of its obligations to faithfully perform the conditions therein. SMG shall immediately comply with any written request or order submitted to it by CITY or the DEPARTMENT.

D. Right of Inspection and Access to Venue

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CITY and the DEPARTMENT, their authorized representatives, agents and employees shall possess and maintain the right to enter upon the PREMISES at any and all times. Said access and/or inspections may be made at any time by persons identified to SMG as CITY employees, or CITY authorized persons. Inspections may be made for the purpose set forth below, however, the enumerations below shall not be construed to limit CITY'S right of inspection for any purpose incidental to the rights of CITY:

1. To determine if SMG is complying with the terms and conditions of the AGREEMENT.
2. To observe transactions between the SMG and patrons in order to evaluate the quality and quantities of services provided or items sold or dispensed, the courtesy extended to and method of dealing with the public, the performance and caliber of SMG'S employees, subcontractor employees and the methods for recording receipts.

The information gathered on these inspections may be used to evaluate SMG to provide a basis for an action by CITY for the termination, renewal or denial of extensions to the AGREEMENT or for any other appropriate action.

E. Control of Premises
CITY shall at all times retain and possess 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 SMG.

F. Business Inclusion Program
SMG 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 O). SMG certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. SMG shall not change any of these designated sub consultants and subcontractors, nor shall SMG 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, SMG must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit O) when submitting the Monthly Event Closing Statement. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit P) and certified correct by SMG or its authorized representative. The completed Schedule C shall be furnished to the DEPARTMENT 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. SMG shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that SMG 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. SMG further pledges that it will, during the term of the AGREEMENT:
   a. At least seven 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 of Los Angeles (EWDD), which will refer individuals for interview;

   b. Interview qualified individuals referred by EWDD; and

   c. Prior to filling any employment opportunity, the SMG 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 SMG interviewed and the reasons why referred individuals were not hired

3. Any Subcontract entered into by the SMG relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. SMG 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 SMG intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority’s SMG Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of SMG’s subsequent SMG 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 SMG has violated provisions of the FSHO.

SECTION 21. SURRENDER OF POSSESSION

SMG 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 SMG or CITY.

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 SMG. 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 SMG under the AGREEMENT.
SECTION 22. 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: Concessions Unit
   P. O. Box 86328
   Los Angeles, California 90086-0610

   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.

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

B. To SMG:
   The execution of any notice to SMG by DEPARTMENT shall be as effective for SMG 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 SMG or to any officer or responsible employee of SMG 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 to SMG shall be addressed to SMG as follows:

   SMG
   300 Conshohocken State Rd., Suite 770
   West Conshohocken, PA 19428
   Attn: President

   And

   SMG
   300 Conshohocken State Rd., Suite 770
   West Conshohocken, PA 19428
   Attn: Counsel

   With a copy to (which shall not constitute notice):

   SMG
   Attention: GREEK THEATRE MANAGER
   2700 North Vermont Avenue

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

SECTION 23. 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. 10/17)
B. Insurance Requirements and Instructions
C. Premises Map
D. Additional Parking Lots
E. User Agreement, Revised November 1, 2017
F. Promoter’s Commercial Incentive Program Policy, Established June 18, 2015
G. Proposer’s Financial Reports, Proposal Page 46
H. Form General No. 87 "Non-Employee Accident or Illness Report"
I. Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who Contribute to and/or Support City of Los Angeles Park and Programs
J. Naming Policy, Procedures and Guidelines for Parks and Recreational Facilities
K. Proposer’s General and Administrative Expense, Proposal Page 74-75
L. Event Services and Staffing Costs.
M. Monthly Remittance Advice Form
N. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
O. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B
P. Final Subcontracting Report form, Schedule C
Q. Trademark Registrations

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 C, 4) Exhibits G and K, 5) Exhibit E, 6) Exhibit L.

(Signature Page to Follow)
IN WITNESS WHEREOF, THE CITY OF LOS ANGELES has caused this AMENDED AGREEMENT to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and SMG 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 the Department of Recreation and Parks

BY: [Signature]

DATE: 12-1-17

MICHAEL A. SHULL
General Manager

SMG

BY: [Signature]

DATE: 12-6-17

Title: President + CEO

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

BY: [Signature]

DATE: 12/15/17

Mike Dundas
Deputy City Attorney

Business Tax Registration Certificate Number: 285897-001-9
Internal Revenue Service Taxpayer Identification Number: 23-2511871
AGREEMENT Number: 3534
# 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.


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

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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 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.

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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 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.
EXHIBIT 1

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) as determined in writing by the CAO-RM.

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.

Submitting your documents. **Track4LA** 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. Track4LA® 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 **Track4LA** at [http://track4la.lacity.org](http://track4la.lacity.org) and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however **submissions other than through Track4LA will significantly delay the insurance approval process as documents will have to be manually processed. CONTRACTOR must provide CITY** a thirty day notice of cancellation (ten 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. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

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 **Track4LA**, the CITY’S online insurance compliance system, at [http://track4la.lacity.org](http://track4la.lacity.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 **Track4LA** at [http://track4la.lacity.org](http://track4la.lacity.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](http://cao.lacity.org/risk/InsuranceForms.htm)) to the CAO-RM for consideration.

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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](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 Bond Assistance Program website address at [http://cao.lacity.org/risk/BondAssistanceProgram.pdf](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.
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

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>WC</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation (WC) and Employer's Liability (EL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waiver of Subrogation in favor of City</td>
<td></td>
<td>Longshore &amp; Harbor Workers</td>
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<tr>
<td></td>
<td></td>
<td>Jones Act</td>
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<tr>
<td>General Liability</td>
<td></td>
<td></td>
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<tr>
<td>Products/Completed Operations</td>
<td></td>
<td>Sexual Misconduct</td>
</tr>
<tr>
<td>Fire Legal Liability</td>
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</tr>
</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All Risk Coverage</td>
<td></td>
<td>Boiler and Machinery</td>
</tr>
<tr>
<td>Flood</td>
<td></td>
<td>Builder's Risk</td>
</tr>
<tr>
<td>Earthquake</td>
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</tr>
</tbody>
</table>

Pollution Liability

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

Crime Insurance

Other:

______________________________

______________________________

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______________________________

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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.


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 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 contributarily, 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:


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 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.
EXHIBIT 1

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) as determined in writing by the CAO-RM.

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.

Submitting your documents. Track4LA® 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. Track4LA® 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 Track4LA® at http://track4la.lacity.org and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed. CONTRACTOR must provide CITY a thirty day notice of cancellation (ten 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. Completed Insurance Industry Certificates other than ACORD 25 Certificates are sent electronically to CAO.insurance.bonds@lacity.org.

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 Track4LA®, the CITY’s online insurance compliance system, at http://track4la.lacity.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 Track4LA® at http://track4la.lacity.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 CAO-RM 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 Bond Assistance Program website address at [http://cao.lacity.org/fisk/BondAssistanceProgram.pdf](http://cao.lacity.org/fisk/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.
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 |

<table>
<thead>
<tr>
<th>General Liability</th>
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<tbody>
<tr>
<td>☐ Products/Completed Operations</td>
</tr>
<tr>
<td>☐ Fire Legal Liability</td>
</tr>
<tr>
<td>☐ Sexual Misconduct</td>
</tr>
</tbody>
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<tr>
<th>Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</th>
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<table>
<thead>
<tr>
<th>Professional Liability (Errors and Omissions)</th>
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<tbody>
<tr>
<td>Discovery Period</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Insurance (to cover replacement cost of building - as determined by insurance company)</th>
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</thead>
<tbody>
<tr>
<td>☐ All Risk Coverage</td>
</tr>
<tr>
<td>☐ Flood</td>
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<tr>
<td>☐ Earthquake</td>
</tr>
<tr>
<td>☐ Boiler and Machinery</td>
</tr>
<tr>
<td>☐ Builder’s Risk</td>
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</tbody>
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<tr>
<th>Pollution Liability</th>
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<tbody>
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<td>☐</td>
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</table>

<table>
<thead>
<tr>
<th>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</th>
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</table>

<table>
<thead>
<tr>
<th>Crime Insurance</th>
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</thead>
</table>

Other: ___________________________________________
_______________________________________________

STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 10/17) [v.2] 18
**Required Insurance and Minimum Limits**

**Name:** Oversight of the Greek Theatre's Open Venue Model  
**Date:** 05/22/2015

**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.

<table>
<thead>
<tr>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td>✓ <strong>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</strong></td>
</tr>
<tr>
<td>✔ Waiver of Subrogation in favor of City</td>
</tr>
<tr>
<td>□ Longshore &amp; Harbor Workers</td>
</tr>
<tr>
<td>□ Jones Act</td>
</tr>
<tr>
<td>WC Statutory</td>
</tr>
<tr>
<td>EL $1,000,000</td>
</tr>
<tr>
<td>✓ <strong>General Liability</strong></td>
</tr>
<tr>
<td>✔ Products/Completed Operations</td>
</tr>
<tr>
<td>✔ Fire Legal Liability 100,000</td>
</tr>
<tr>
<td>✔ Liquor Liability $1,000,000</td>
</tr>
<tr>
<td>✔ Sexual Misconduct</td>
</tr>
<tr>
<td>$5,000,000</td>
</tr>
<tr>
<td>✓ <strong>Automobile Liability</strong> (for any and all vehicles used for this contract, other than commuting to/from work)</td>
</tr>
<tr>
<td>$1,000,000</td>
</tr>
<tr>
<td>— <strong>Professional Liability</strong> (Errors and Omissions)</td>
</tr>
<tr>
<td>Discovery Period 12 Months After Completion of Work or Date of Termination</td>
</tr>
<tr>
<td>— <strong>Property Insurance</strong> (to cover replacement cost of building - as determined by insurance company)</td>
</tr>
<tr>
<td>✔ All Risk Coverage</td>
</tr>
<tr>
<td>□ Flood</td>
</tr>
<tr>
<td>□ Earthquake</td>
</tr>
<tr>
<td>□ Boiler and Machinery</td>
</tr>
<tr>
<td>□ Builder's Risk</td>
</tr>
<tr>
<td>$5,000,000</td>
</tr>
<tr>
<td>— <strong>Pollution Liability</strong></td>
</tr>
<tr>
<td>□</td>
</tr>
<tr>
<td>— <strong>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</strong></td>
</tr>
<tr>
<td>100% of the contract price</td>
</tr>
<tr>
<td>— <strong>Crime Insurance</strong></td>
</tr>
</tbody>
</table>

**Other:**

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Form Gen. 146 (Rev. 3/09)  
Exhibit B - Insurance Requirements and Instructions
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 must 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 best method of submitting your documents. Track4LA® 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 -- the CITY is a licensed redistributor of ACORD forms. Track4LA® 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 Track4LA® at http://track4la.lacity.org and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed. All Certificates must provide a thirty (30) days’ cancellation notice provision (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. Completed Insurance Industry Certificates other than ACORD 25 Certificates are sent electronically to CAO.insurance.bonds@lacity.org.

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 Track4LA®, the CITY’s online insurance compliance system, at http://track4la.lacity.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 Track4LA® at http://track4la.lacity.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](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](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 Bond Assistance Program website address at [http://cao.lacity.org/risk/BondAssistanceProgram.pdf](http://cao.lacity.org/risk/BondAssistanceProgram.pdf) or call (213) 258-3000 for more information.

Page 2 of 2
SAMPLE EVENT SERVICES PLAN

Below is a site diagram showing the locations of the various personnel by position.
CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
Greek Theatre  
User Agreement  

This User Agreement No. _____ is made and entered into this day _____ of ___20__ by and between SMG, a Pennsylvania General Partnership ("SMG"), as agent for the City of Los Angeles ("City"), a municipal corporation, acting through its Department of Recreation and Parks ("Department") and [INSERT USER NAME AND ADDRESS] (hereinafter referred to as the "User").  

WITNESSETH:  

SECTION 1. Permitted Premises and Term  

1. For and in consideration of the mutual agreements contained herein and subject to its stated terms and conditions, SMG hereby grants a Right of Entry and leases to the User, the Greek Theatre, located at 2700 North Vermont Ave. in Griffith Park, Los Angeles, CA. The leased premises shall consist of the theatre stage house, the spectator seating area, available dressing rooms, production offices, green room/hospitality room, and such other areas permitted by SMG for the sole purpose of presenting the event ("Premises"), expressly excepting any rights to all parking lots, except for the allotted parking spaces provided in Section 3 of this Agreement.  

SECTION 2. Event Information and Term  

The User shall have the right to occupy and use the venue for [INSERT HEADLINER ARTIST or SHOW NAME], (the "Event") on INSERT DATES AND TIME and no other, and the tenancy shall not be assigned or sublet.  

Access to the PREMISES shall be granted at [time] a.m. (Load-In) on [day and date]. The Event shall commence at [time] p.m. and conclude at approximately [time] p.m. Door opening time is agreed to be Ninety Minutes before scheduled show time indicated on ticket. Load-out of the Event shall commence immediately after the conclusion of the Event and be completed no later than 2:00am the day following the Event.  

SECTION 3. Rental Rates  

a. For each performance, the rental rate shall be either eleven percent (11%) of the gross gate receipts (less applicable taxes and facility fee) or the minimum rental rate of Twenty-Five Thousand Dollars ($25,000.00), whichever is greater. In no event shall the maximum rental rate for each performance exceed Thirty-Five Thousand Dollars ($35,000.00). Should the same artist have multiple performances on the same day, the rental rate for each subsequent performance on the same day shall be at a flat rate of Fifteen Thousand Dollars ($15,000.00)
per subsequent performance. The advance deposit for this engagement is Twenty-Five Thousand Dollars ($25,000.00).

b. Rental rate includes a total of twenty-five (25) parking passes for USER or show vehicles.

c. Each additional parking space is Twenty-Five Dollars ($25.00).

d. Move-in and move-out dates must be arranged with SMG, and will be subject to availability of the premises and conditioned upon the User paying all costs as stated in the below table. If a definite booking of a rehearsal date or move-in or move-out date is authorized before or after the performance date, the User shall pay Two Thousand Five Hundred Dollars ($2,500.00) for each such reserved date in addition to all applicable costs. * In no case shall the load in for any performance be authorized to begin prior to 7:00 AM.

e. Rental Rate Table:

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<th>Venue</th>
<th>Commercial Rental Rate (Those events promoted and/or sponsored by a commercial group organization)</th>
<th>Community Rental Rate (Those events which are promoted and/or sponsored by a Civic, Educational, Religious or Charitable group registered as a non-profit 501c3 status)</th>
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</thead>
<tbody>
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<td></td>
<td>(A) Admission Charged Minimum vs %  (B) No Admission Charged Minimum</td>
<td>(C) Admission Charged Minimum vs %  (D) No Admission Charged Minimum</td>
</tr>
<tr>
<td>Greek Theatre</td>
<td>$25,000  11% $35,000 Rental fee is Gross Ticket Receipts (less applicable taxes and facility fee)</td>
<td>$7,500  8% $5,000</td>
</tr>
</tbody>
</table>

SECTION 4. Fees

All fees due to SMG must be remitted to:

**SMG GREEK THEATRE**
2700 VERMONT AVENUE
Los Angeles, CA 90027
Attn: Becky Colwell

**A. Commercial Rental Rate, with Admission Charged (A):**

1. In addition to the rental rates in the table above, the User agrees to reimburse SMG for any and all labor utilized for this event at a House Flat Rate of Twenty-Six Thousand, Five Hundred Dollars ($26,500.00). The House Flat Rate includes
labor costs for ushers, ticket takers, security, cleaning, police, emergency medical services, box office staff and leasing costs associated with the house sound, lighting and video. The House Flat Rate expressly excludes the costs of stagehands and production related personnel, which must be provided through the existing contracts with the International Alliance of Theatrical Stage Employees (IATSE) Local 33 (Stage Technicians Union), Local 706 (Make-up Artists and Hair Stylists Guild), Local 768 (Theatrical Wardrobe Union), and Local 47 (Musicians Union). The House Flat Rate also expressly excludes the costs of private security employed for personal protection of artists or not related to public safety, special medical services requested for the artist only, advertising, ASCAP/BMI/SESAC, insurance, catering, runners, transportation, sign language interpreters (if requested), pyro/fire watch expenses (if any), Confetti cleaning expenses One Thousand Five Hundred Dollars ($1,500) and other USER/artist requested expenses.

2. The House Flat Rate covers the event with doors opening ninety (90) minutes prior to the advertised Event time and the performance ending no later than 10:30PM. The Greek Theatre has a curfew of 11:00PM. Additional labor fees will be charged at a rate of Two Thousand, Seven Hundred Fifty Dollars ($2,750) per one-half hour or portion thereof for events who’s duration time exceed three and one half hours from the scheduled event time as indicated on ticket. User will be responsible for any staffing costs associated with any load-in/load-out days and rehearsals.

3. The User shall provide SMG, at least ten (10) days prior to holding an event, a full and detailed Event and production advance, and such other information required by SMG concerning the booked event. SMG shall determine the final minimum number of, and use of, ushers, ticket takers, security, cleaning, police, emergency medical services and box office staff for those employed to handle and govern the conduct of all in attendance at the User’s event.

4. The User also shall pay to SMG, on demand, any other and further sums which may become due to SMG on account of special facilities, equipment, material, or extra services furnished or to be furnished by SMG at the request of the User, or necessitated by the User’s occupancy of the premises, the compensation for which is not included in the rent or rents specified above. The User shall pay the guaranteed minimum rental on signing this User Agreement. Should the User fail to satisfy and pay any debts, accounts, and amounts owing and due SMG under the terms of this User Agreement, then the SMG may apply the proceeds of the security deposit.

5. The User agrees to promptly pay any and all Municipal, State, or Federal taxes, permit or license fees of whatever nature applicable to this occupancy and to take out all permits and licenses required for occupancy, and further agrees to furnish SMG, upon request, duplicate receipts or other satisfactory evidence showing the
prompt payment or possession of any such taxes, fees or permits. Appropriate records shall be maintained and made available upon request by SMG.

6. A Five Dollar ($5.00) Facility Maintenance Fee must be added to the price of each ticket sold.

7. Any complimentary tickets set aside by the User and for the User’s use shall be marked as such. Any tickets not marked accordingly will be counted as "sold" and Facility Maintenance Fee ("FMF") will be collected. For additional Greek Theatre Ticketing policy requirements please see policy attached in Exhibit A

B. Commercial, with no admission charged and Community Rental Rates

1. In addition to the policies and rental rates listed above, the User agrees to pay SMG for any and all labor costs for ushers, ticket takers, security, cleaning, police, emergency medical services, box office staff and leasing costs associated with the house sound, lighting and video systems, stagehands and production related personnel. These costs will be determined on an event by event basis. In addition, USER shall be responsible for the costs of private security employed for personal protection of artists or not related to public safety, medical services required for the artist only, advertising, ASCAP/BMI/SESAC, insurance, catering, runners, transportation, sign language interpreters (if requested), pyro/fire watch expenses (if any), confetti cleaning expenses One Thousand Five Hundred Dollars ($1,500) and other USER/artist requested expenses

2. The User also shall pay to SMG, on demand, any other and further sums which may become due to SMG on account of special facilities, equipment, material, or extra services furnished or to be furnished by SMG at the request of the User, or necessitated by the User's occupancy of the premises, the compensation for which is not included in the rent or rents specified above. The User shall pay the guaranteed minimum rental on signing this User Agreement. Should the User fail to satisfy and pay any debts, accounts, and amounts owing and due SMG under the terms of this User Agreement, then SMG may apply the proceeds of the security deposit.

3. The User agrees to promptly pay any and all Municipal, State, or Federal taxes, permit or license fees of whatever nature applicable to this occupancy and to take out all permits and licenses required for occupancy), and further agrees to furnish SMG, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment or possession of any such taxes, fees or permits. Appropriate records shall be maintained and made available upon request by SMG.
SECTION 5. Security Deposit

Security Deposit for promoters with less than four (4) shows for the current season shall furnish a Ten Thousand Dollar ($10,000.00) per show cashier check only, security deposit to SMG for each show. Beginning with fifth (5th) booking, promoters must provide letter of credit.

SECTION 6. Rules & Regulations

It is understood and agreed that SMG hereby reserves the right to control and manage the Greek Theatre and to enforce all necessary and proper established rules for its management and operation and for its authorized representatives to enter any portion of the Greek Theatre and on any occasion, provided that SMG and its agents shall not unnecessarily disturb the privacy of the artists in areas and circumstances where the artists have a reasonable expectation of privacy. SMG also reserves the right, but not the duty, to safely and reasonably have any objectionable person or persons removed from the premises and the User hereby waives any and all claims for damages against or any and all of their officers, agents or employees resulting from the exercise of this authority. SMG reserves the right to manage and control all parking facilities on the Greek Theatre property or leased by SMG at all events held at the Greek Theatre. Notwithstanding the foregoing, SMG will make such parking facilities available to event patrons during the User’s event (at such prices determined by the Department).

The standard door opening at the Greek Theatre shall be ninety minutes prior to the advertised start time of the show; this may be adjusted as necessary with advance notice by the User to SMG but may be subject to additional fees.

Performances must end no later than 10:30 PM, unless prior written permission has been granted by SMG. In no case, however shall a performance extend past 11:00 PM. SMG reserves the right to cut power, and assess a penalty of One Thousand Dollars ($1,000.00) per minute for the first five (5) minutes past 11:00pm. A penalty of Five Thousand Dollars ($5,000.00) per minute will be assessed thereafter.

SMG shall be the sole provider of conversion labor, ticket takers, ushers, ticket sellers, peer security, police, medical), cleaning personnel, receptionist, maintenance/operations staff, engineers, event coordinator, and local stagehand labor. SMG, using reasonable discretion, shall have final say as to the minimum number of personnel required based on the nature of the Event and the anticipated attendance.

Special stage effects involving pyrotechnic displays (including fireworks and flash powders) are prohibited except by a special fee and a City permit from the Fire Prevention Bureau. If a pyrotechnic display is required, arrangements must be made through the Los Angeles Fire Department at the User’s expense.

The Greek Theatre has blow-thru barricade available for use at shows with a standing General Admission Pit only.
The User shall use and occupy the venue in a safe and careful manner and shall comply with all applicable Municipal, State, and Federal laws, rules and regulations pertaining to the City of Los Angeles, the Department of Recreation and Parks and all other rules and regulations prescribed by the Fire and Police Departments and other governmental authorities as may be in force and effect during the tenancy. The User shall not use said premises or any part thereof for the possession, storage, or sale of liquor (except with the permission of SMG, and according to law), for any unlawful or improper purpose or in any manner so as to injure persons or property in, on, or near the premises. User shall not do any act or permit or allow, any act to be done during the term of this User Agreement which will in any way mark, deface, alter or injure any part of the Greek Theatre.

All portions of the sidewalks, entrances, passages, vestibules, halls, and all ways of access to public utilities on the Premises shall be kept unobstructed by the User and shall not be used for any purpose other than ingress or egress to and from the premises. The doors, stairways, or openings into any place in the structure, including, hallways, corridors, and passageways, also house lighting attachments, shall in no way be obstructed by the User.

SMG will be responsible for traffic control working in conjunction with the City's Department of Transportation (DOT).

SMG assumes no responsibility whatsoever, for any property placed in said premises, and SMG is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said premises under this User Agreement. All watchmen or other protective service desired by the User must be arranged for by special agreement with SMG with due diligence taken for the receipt, handling, care or custody of any property shipped or otherwise delivered to the Greek Theatre, either prior to, during, or subsequent to the User’s occupancy. SMG and its officers, agents, and employees shall act solely for the accommodation of the User and neither SMG nor its officers, agents, or employees shall be liable for any loss, damage, or injury to such property.

SMG shall have the sole right to collect and have custody of all articles left on the premises by persons attending any function held on the premises. Any property left on the premises by User shall, after a period of thirty (30) days from the last day of tenancy hereunder, be deemed abandoned and at SMG’s sole option, become the property of SMG, without further notice.

In the event any portion of the Greek Theatre is not vacated at the end of the term of this rental, then SMG shall be and is hereby authorized to remove articles from the venue, at the expense of the User. SMG shall not be liable for any damage to or loss of such goods, wares, merchandise or property sustained either during the removal or storage of by SMG and it and its agents, employees and officials are hereby expressly released from any and all claims for such loss or damage. SMG will notify the User of any equipment or articles inadvertently left by the User and provide the User with a reasonable opportunity to remove same prior to removal or disposal by SMG. Upon termination of this
Agreement, the User will deliver back to SMG the venue in as good condition and repair as it was received and in conformance with the Department’s guidelines. Should the User fail to return the venue in as good condition and repair as it was received, any necessary and reasonable amounts owed and due SMG under the terms of this User Agreement may be subtracted from the User’s security deposit.

Notwithstanding exclusivity granted to User by the terms of this Agreement, the City in its discretion may require User, without any reduction in rent or other valuable consideration to User, 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 in appropriately legal areas which are not disruptive to the Event, intrusive of the User’s exclusivity or which impede commercial operations of the venue.

ADA – Americans with Disability Act Requirements:

The parties recognize that the City is subject to the provisions of Title II of the Americans with Disabilities Act (“ADA”) and that the User is subject to the provisions of Title III of the ADA (including all revised regulations dated September 15, 2010 and effective March 15, 2011). Concerning compliance with the ADA and all regulations thereunder, the City is responsible for the permanent building access requirements; such as wheelchair ramps, elevators, restrooms, doors and walkways. The User is responsible for the non-permanent accessibility standards and requirements, such as, but not limited to, seating accessibility, ticketing, ticket pricing, sign language interpreters, signage and all other auxiliary aids and services customarily provided by the User. The User shall comply with the ADA and all regulations thereunder.

Tickets for unsold accessible seating may be released for sale to individuals without disabilities: 1. When all non-accessible tickets (excluding luxury boxes, club boxes, or suites) have been sold; 2. When all non-accessible tickets in a designated seating area have been sold and the tickets for accessible seating are being released in the same designated area; or 3. When all non-accessible tickets in a designated price category have been sold and the tickets for accessible seating are being released within the same designated price category. User represents that it has viewed or otherwise apprised itself that such access to the premises and common areas and accepts such access, common areas and other conditions of the premises as adequate for User’s responsibilities under the ADA. The User shall be responsible for ensuring that the space rented by City to User complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as the User modifies, rearranges or sets up in the facility in order to accommodate the performance produced by the User. The User shall be responsible for any violations of the ADA that arise from User’s reconfiguration of the seating areas or modification of other portions of the premises in order to accommodate User’s engagement. The User shall be responsible for providing and paying for auxiliary aids and services that are ancillary to its production and for
ensuring that the policies, practices and procedures it applies in its production are in compliance with the ADA.

SECTION 7. Ticketing Agent and Tickets

The User will adhere to the Greek Theatre Ticketing Policy as established by Department (Exhibit A). The User shall not sell, allow, or cause to be sold or issued, admission tickets in excess of the seating capacity of, or admit a larger number of persons to the area than can be lawfully and safely seated or moved about, with the final decision vested by SMG.

SECTION 8. Broadcasting & Advertising Rights

"The Greek Theatre" and the Greek Theatre logo are registered trademarks of the City. Use of these trademarks without permission may constitute trademark infringement and unfair competition in violation of federal and state law. Except as permitted below, User may not use or register any City-owned trademarks on or in connection with websites, domain names, advertising or marketing events or for any other purpose except pursuant to an express written trademark license from the City. Any User who uses the name "The Greek Theatre" or the Greek Theatre logo in an infringing manner may be prohibited from booking Events at or doing business with the Greek Theatre. User shall use only the Greek Theatre approved website address of www.lagreektheatre.com when advertising the host venue for Event.

This Agreement includes rights to broadcast from the Greek Theatre. Broadcast is defined as the "the dissemination of video, film or radio content via electronic means including but not limited to high definition, standard and cable television, radio, web casting, web streaming, down loads, and/or other forms of digital transmission, digital broadcast or digital distribution effectuated by means of the internet in all forms of television media now and hereafter known SMG shall retain all television, film, radio and/or recording rights to any Events which take place in or at the Facility. Licensee may purchase such rights from SMG for a broadcast and/or recording fee ("Broadcast Fee") of Fifteen Thousand Dollars ($15,000.00) plus applicable stagehand costs.

This User Agreement does not include any advertising rights pertaining to the venue in favor of the User. SMG retains all rights to sell or lease advertising on the premises, and to determine whether any incidental display of products, logos, etc., may conflict with the Department's rights. SMG shall not permit any display on the premises of an objectionable nature, in the sole and absolute discretion of SMG.

SMG further reserves the right to make or record any photographs, audio or video at the venue for its own personal use or for the customary advertising and publicity, subject to any applicable required approval(s) from the performing artist.

Except for announcement of upcoming concerts at the Greek Theatre, or events in which the User is promoting or advertising for artists performing at the event, the User shall not distribute fliers, brochures, petitions, surveys or literature of any kind nor sell or cause to
be sold or sampled pamphlets, novelties, curios, souvenirs, or similar items at or in the Greek Theatre, except upon written permission of SMG.

USER shall use the Greek Theatre logo in all advertising controlled by or done on behalf of USER relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. USER's right to use the Greek Theatre Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG in writing prior to the use thereof. In connection with USER's use of the Greek Theatre Logo as permitted in this section, USER shall use only the form of the Greek Theatre as provided by SMG to USER in any artwork or other depiction thereof.

SECTION 9. Sound, Video & Lighting

SMG will provide house sound, video displays and basic lighting systems originating at the front house mix position in the venue. The User is required to use the house audience public address/sound reinforcement system for the event but may provide alternative and/or additional-stage sound monitors and consoles, video displays and lighting systems required for the event. A comprehensive Greek Theatre Technical Package can be found at www.lagreektheatre.com

During the performance, SMG will work in conjunction with the User to monitor sound levels. In the event, sound levels that exceed 95dBA, sustained over any three (3) minute interval, the User will be given a warning to lower the sound. If additional violations occur, monetary penalties shall apply as set forth below. A sound monitoring data report showing sound readings each minute shall be generated at the conclusion of each performance. At the conclusion of the show the sound-monitoring data report will be provided to document all violations of the sound level limit that occurred during the performance. If any violations occurred, the following penalties shall apply and shall be paid by USER as part of the Event settlement, or otherwise deducted from USER security deposit:

First Offense: Shall be a warning during the performance to lower sound levels to 95dBA.
Second Offense: Shall be a Five Thousand Dollar ($5,000.00) fine.
Third Offense: Shall be a Seven Thousand Five Hundred Dollar ($7,500.00) fine.
Subsequent Offenses: Shall be Ten Thousand Dollars ($10,000.00) per violation.

SECTION 10. Food and Beverage

The User shall not sell or cause to be sold items of food or drink at or in the Greek Theatre, without written permission. Food and beverage sales are in the exclusive rights of the Department's Food and Beverage Concessionaire. SMG must approve any and all sampling requests, with such approval not to be unreasonably withheld if they are made at the request of artist's tour sponsors. The User may opt to bring in a caterer to perform backstage artist and dressing room duties with no additional buy-out fee.

Established June 18, 2015
Revised November 1, 2017
Page 9
SECTION 11. Artists Merchandise Sales

With regard to Event merchandise sales, Department’s Food and Beverage Concessionaire (Concessionaire) shall handle sales on behalf of the Event/artists. USER agree to a merchandise split of eighty percent [80%] (Event) AND twenty percent [20%] (Concessionaire), ninety percent [90%] (Event)/ ten percent [10%] (Concessionaire) on recorded media, after the deduction of all applicable taxes, credit card commissions and bootleg security, if requested. Concessionaire shall supply and pay the merchandise vendors. Neither User nor Department will receive any monetary benefits from the sale of artists’ merchandise.

SECTION 12. Notices

Any notice or formal communications between SMG and the User shall be made in writing and will be deemed sufficiently rendered or given when made or sent by e-mail to:

    Email: bcolwell@lagreektheatre.com

SECTION 13. Legal Authority

User assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this User Agreement. The person or persons signing and executing this User Agreement on behalf of User, do hereby warrant and guarantee that he/she or they have been fully authorized by User to execute this User Agreement on behalf of User and to validly and legally bind User to all the terms, performances, and provisions herein set forth:

A. Standard Provisions for City Contracts (Rev. 10/17), excluding PSC-31 and PSC-32.
B. Ticketing Policy, Exhibit A
C. Insurance Requirements Form, Exhibit B
D. Greek Theatre Booking Policy, Exhibit C

(Signature Page to Follow)
IN WITNESS WHEREOF, THE CITY OF LOS ANGELES has caused this User Agreement to be executed on its behalf by its duly authorized Department of Recreation and Parks, and User has executed the same as of the day and year herein below written.

SMG, as agent for THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of Recreation and Parks:

BY: ________________________________ DATE: ________________
    General Manager or Designee

[INSERT USER NAME]

BY: ________________________________ DATE: ________________
Print Name: __________________________
Title: ________________________________
Signature
BTRC: ________________________________

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

BY: ________________________________ DATE: ________________

MIKE DUNDAS
# 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.


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.

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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:


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.

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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 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.
EXHIBIT 1

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) as determined in writing by the CAO-RM.

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.

Submitting your documents. Track4LA® 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. Track4LA® 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 Track4LA® at http://track4la.lacity.org and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed. CONTRACTOR must provide CITY a thirty day notice of cancellation (ten 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. Completed Insurance Industry Certificates other than ACORD 25 Certificates are sent electronically to CAO.insurance.bonds@lacity.org.

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 Track4LA®, the CITY’S online insurance compliance system, at http://track4la.lacity.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 Track4LA® at http://track4la.lacity.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 CAO-RM for consideration.

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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](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 Bond Assistance Program website address at [http://cao.lacity.org/risk/BondAssistanceProgram.pdf](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.
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)

□ Waiver of Subrogation in favor of City

□ Longshore & Harbor Workers
□ Jones Act

____ General Liability

□ Products/Completed Operations
□ Fire Legal Liability
□ Sexual Misconduct

____ 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
□ Flood
□ Earthquake
□ Boiler and Machinery
□ Builder's Risk

____ Pollution Liability

□

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

____ Crime Insurance

Other:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 10/17) [v.2] 18
Greek Theatre Ticketing Policy – 2016 Season

Per the User Agreement, promoters/ producers (hereafter referred to as “Users”) retain the right to select a preferred ticketing company for any performance. Any selected ticketing company can request to make their system available for selection by the User provided they meet the following, but not limited requirements:

1. **Infrastructure and Equipment** - ticketing company shall incur all costs for the installation and utilization of their ticketing system including wiring/cabling, telecommunication jacks/ports, ticket sales computer terminals, ticket printers, ticket stock, access control (scanners, antennas), and storage of said items when not in use.

2. **Training** – ticketing company shall provide initial and ongoing training, at no cost, to the Greek Theatre box office staff for proper utilization of the system to service the USERS and the public.

3. **On-site support** – ticketing company shall provide technical and operational support during events upon reasonable request of the Greek Theatre Operator ("Operator"). Ticketing company will also maintain phone and email support.

4. **Agreement** - after executing a User Agreement, User must identify its preferred ticketing company from among the Greek Theatre’s existing providers and enter into a Ticketing agreement with Operator.

5. **Ticketing Operations** - Ticketing operations will be conducted by the Operator in accordance with the Ticketing Agreement and the User will receive all financial and informational benefits associated with that agreement.

However, if the User already has an existing agreement of its own with the selected ticketing company, the USER shall not be required to execute a Ticketing Agreement, but shall receive the following benefits and required to provide:

A. User shall be able to use their ticket convenience charge schedule.

B. User will directly receive all ticket royalties in accordance with their agreement.

C. User will receive ticket purchaser data and provide same to Operator.

D. User will receive credit for the ticket sales volume of the event.

E. User may request and will be granted advances on advance ticket sales (up to the amount in excess of estimated venue expenses). Said advances will be returned to Operator within twenty four (24) hours of any notice of a cancelled performance.
F. User shall retain the right to build their event, place holds, and otherwise manage the ticketing inventory, subject to compliance with the venues' stipulations below.

6. Stipulations - Regardless of which ticketing agreement or ticketing company is used, the following venue ticketing stipulations will apply:

A. Advance ticket sales monies will be sent by the ticketing company on a weekly basis to Operator.

B. A $5.00 Facility Fee will be included in the sales price of every ticket sold, as per the USER agreement.

C. No convenience or other service charge will apply to tickets purchased in advance of event day at the Greek Theatre box office.

D. Credit card fees from box office sales will be assessed to the buyer on the sale of each ticket.

E. CITY shall determine the hours of operation of the Greek Theatre Box Office for public sales.

F. Operator shall manage and approve the on-sale schedule for all events, to coordinate the management of sale traffic and minimize conflicts between similar event types or genres.

G. Greek Theatre box seats shall not be included in the ticket manifest of the event, and Operator shall retain all revenues associated with the box seats.

H. Seating locations for the Greek Theatre Personal Seat License options (200 seats) shall be placed on hold prior to any sales being conducted, and shall be held until the option is exercised or released, even if the USER is placing the holds and managing the inventory. Option to purchase tickets will expire prior to each show's general on-sale date for the public. Please see venue PSL map below.

I. User will set aside and provide Operator with thirty (30) tickets for each event, at no charge to venue. The location of said venue comps shall be mutually agreed upon within X days of each event.

J. Operator shall be permitted to place venue holds, for purchase, subsequent to show and premium program holds being placed and prior to public sale, in quantities and locations comparable to industry standards for venue holds. Please see venue PSL hold map attached.
K. User shall also bear financial responsibility for any chargebacks related to the event.

L. Operator shall have access to view and validate all ticket sales activity.

M. The City reserves the right to amend this ticketing policy at any time in its sole discretion.
## Required Insurance and Minimum Limits

**Name:** ____________________________  
**Date:** ____________________________

**Agreement/Reference:**
Evidence of coverage's 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.

<table>
<thead>
<tr>
<th>Limits</th>
<th>WC Statutory</th>
<th>EL $1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Workers Compensation - Workers' Compensation (WC) and Employers Liability (EL)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Waiver of Subrogation in favor of City</td>
<td>☐ Longshore &amp; Harbor Workers</td>
<td>☐ Jones Act</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Limits</th>
<th>$5,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>X General Liability</td>
<td></td>
</tr>
<tr>
<td>X Products/Completed Operations</td>
<td>☐ Sexual Misconducts</td>
</tr>
<tr>
<td>X Fire Legal Liability $100,000</td>
<td></td>
</tr>
<tr>
<td>X Liquor Liability $1,000,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Limits</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Limits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X Professional Liability (Errors and Omissions)</td>
<td></td>
</tr>
<tr>
<td>Discovery Period 12 Months After Completion of Work or Date of Termination</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Limits</th>
<th>$5,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Property Insurance (to cover replacement cost of building - as determined by insurance company)</td>
<td></td>
</tr>
<tr>
<td>X All Risk Coverage</td>
<td>☐ Boiler and Machinery</td>
</tr>
<tr>
<td>☐ Flood</td>
<td>☐ Builders Risk</td>
</tr>
<tr>
<td>☐ Earthquake</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Limits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Pollution Liability</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Limits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Surety Bonds - Performance and Payment (Labor and Materials) Bonds</td>
<td>100% of the current price</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Limits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Crime Insurance</td>
<td></td>
</tr>
</tbody>
</table>

**Other:** SMG, the Greek Theatre & the City of Los Angeles shall be named as additional insureds.


RESERVATIONS

The Greek Theatre has a limited number of concert dates available during the event season of April – October. Filling out and returning the venue rental application will ensure your reservation is placed in date receipt order on the master calendar of events and programs for the Greek Theatre ("Venue Calendar"). Venue rental applications can only be submitted by email at booking@lagreektheatre.com

A. Reserving and Holding Dates on the Venue Calendar
   To place a hold on the Venue Calendar, an applicant must provide the headlining act name and date of performance to be placed in the first available hold position. Should an applicant wish to change the headlining act name, and there is (are) additional date holder(s) behind you, then the applicant’s hold will be released and will be placed in the last hold position along with the new headlining act’s name.

B. Challenge Policy
   An applicant in the first hold position cannot be challenged if the minimum rent deposit has been received (see rental rates below for appropriate minimum rent deposit amount). An applicant who has not paid the minimum rent deposit may be subject to the following challenge policy.

   Prior to signing the User Agreement, any applicant behind the first hold position may issue a “challenge” to the first date holder’s position. The challenger will be required to submit a certified check or a company check made payable to: SMG Greek Theatre, or electronically transfer funds to SMG Greek Theatre in the amount of Twenty-Five Thousand Dollars ($25,000.00) for the challenge fee. The challenged holder may meet the “challenge” within forty-eight (48) business hours by providing a matching certified check or company check payable to: SMG Greek Theatre or electronically transfer funds to SMG Greek Theatre, in the amount of Twenty-Five Thousand Dollars ($25,000.00) and executing the User Agreement. If the challenge is met, the challenger fee will be returned to the challenger. User Agreements may be submitted via email to the Greek Theatre General Manager or in person at the Greek Theatre Administrative Office Monday – Friday between the hours of 9am-5pm (excluding City of Los Angeles observed Holidays). Challenges delivered after these set hours (either in person or by email) will not start until the next business day.

   Challenge starts once both deposit and signed User Agreement have been received.
City of Los Angeles  
Department of Recreation and Parks  
General Booking Policy for the Greek Theatre

If the challenged applicant fails to meet the challenge, the applicant’s position will be immediately surrendered and the successful challenger will become the confirmed act. The challenge fee will be applied to the event (rent and incidental expenses) and is not refundable nor is it transferable to any other event or date. Contracted dates with appropriate fees paid cannot be challenged.

Please note: The act associated with this challenge MUST be the headliner on this date. Should the act not become the headliner, the date may be lost.

MULTIPLE DATE PERFORMANCES

Users may reserve multiple days on the calendar for one artist by providing a deposit of Twenty-Five Thousand Dollars ($25,000.00) per performance day. Once desired dates are confirmed, User may elect to put one event day on-sale to the general public to determine consumer ticket demand. If after a period of 10 days from initial event on-sale date, User determines that additional dates for artist are no longer necessary, the additional dates will be returned to the Greek booking calendar for other Users to access. The deposit of $25,000.00 for the released date(s) will not be returned, but may be applied to another date in same calendar year for User.

RENT/DEPOSITS AND FEES

To issue a User Agreement, the advance or minimum rent is due. All funds must be paid by a certified check or a company made payable to: SMG Greek Theatre or electronically transferred to SMG Greek Theatre. Please Note: Multiple Dates require the minimum rent per day.

<table>
<thead>
<tr>
<th>Venue Capacity</th>
<th>Commercial Rental Rate (Those events promoted and/or sponsored by a commercial group organization)</th>
<th>Community Rental Rate (Those events which are promoted and/or sponsored by a Civic, Educational, Religious or Charitable group registered as a non-profit 501c3 status)</th>
<th>Load-In/Out Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Admission Charged Minimum vs % Minimum</td>
<td>Admission Charged Minimum vs % Admission Charged</td>
<td>$2,500</td>
</tr>
<tr>
<td>5,901</td>
<td>$25,000 11% $35,000 Rental fee is Gross Ticket Receipts (less applicable taxes and facility fee)</td>
<td>$7,500 8% $5,000</td>
<td></td>
</tr>
</tbody>
</table>

Established June 18, 2015  
Revised November 1, 2017
City of Los Angeles  
Department of Recreation and Parks  
General Booking Policy for the Greek Theatre

CANCELLATION

If the promoter or artist wishes to cancel a contracted event, the advance deposit is forfeited and will not be returned to the promoter. In addition the promoter will be responsible for any venue incurred costs associated with the cancelled event.

SELECTED VENUE RULES AND REGULATIONS

User is responsible for all event related labor expenses as defined in the User Agreement. Event Load-in shall not occur prior to 7:00 AM. Performances must end no later than 10:30 PM, unless prior written permission has been granted by SMG but in no case shall a performance extend past 11:00 PM. Events whose duration time exceed three and one half hours from the scheduled event time as indicated on ticket will be subject to additional expenses. See User Agreement for fees. SMG reserves the right to cut power to any performance past 11:00 PM. Should the performance for whatever reason fail to end at the agreed upon ending time, a penalty of One Thousand Dollars ($1,000.00) per minute for the first five (5) minutes past the ending time will be assessed. A penalty of Five Thousand Dollars ($5,000.00) per minute will be assessed thereafter.

INSURANCE

Insurance is required. Instructions and Information on Complying with City Insurance Requirements, Exhibit B, is provided for your insurance agent or broker’s use. The City of Los Angeles requires specific language for the policy, a copy will be provided in the User Agreement at the time of contracting.

TICKETING

Event on-sales must be communicated to SMG prior to events being announced or tickets going on sale to the general public. Information provided to SMG must include ticket prices, ticket purchase link and any age restrictions. Ticket sales must not take place before the advance deposit is received and the User Agreement has been executed. See Greek Theatre Ticketing Policy, Exhibit A of the User Agreement.

ADVERTISING & MARKETING

Advertising and marketing is prohibited before the advance deposit is received and the User Agreement has been executed. The Greek Theatre logo must be included in all marketing efforts utilized by User to promote their event. USER shall use the Greek Theatre logo in all advertising controlled by or done on behalf of USER relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. USER’s right to use the Greek Theatre Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG in writing prior to the use thereof. In connection with USER’s use of the Greek Theatre Logo as permitted in this section, USER shall use only the
form of the Greek Theatre as provided by SMG to USER in any artwork or other depiction thereof.

"The Greek Theatre" and the Greek Theatre logo are registered trademarks of the City. Use of these trademarks without permission may constitute trademark infringement and unfair competition in violation of federal and state law. Except as permitted in this section, User may not use or register any City-owned trademarks on or in connection with websites, domain names, advertising or marketing events or for any other purpose except pursuant to an express written trademark license from the City. Any User who uses the name "The Greek Theatre" or the Greek Theatre logo in an infringing manner may be prohibited from booking Events at or doing business with the Greek Theatre. User shall use only the Greek Theatre approved website address of www.lagreektheatre.com when advertising the host venue for Event.

SPONSORSHIP/HOSPITALITY

Greek Theatre management retains the right to display logos, branding, slides, and/or videos of their sponsor partners throughout the venue and on any video screens prior to performances, during intermission and after performances.

On-site exposure and activation of artists/tour sponsors and/or USER sponsors must be presented to Greek Theatre management for approval, and any expense of said activations shall be borne by USER or the applicable sponsor. This approval includes, but is not limited to, placement of signage, location and size of activation spaces, inflatables, product displays, sampling, or giveaways, etc. Onsite activation and/or signage, sampling, giveaways are not permitted inside the seating area of the Greek Theatre. In no event shall approval of said sponsors infringe upon, diminish, or violate the rights and entitlements of Greek Theatre sponsors in at the venue, including all hospitality areas, including, but not limited to The Redwood Deck and its adjacent hospitality room, or any other designated-hospitality areas for which access is permitted and controlled by Greek Theatre management. USERs may request access to these spaces for their guests. Requests may be granted based on availability, and USER may—be charged a per person access fees for each access granted.

USERs are permitted use of the under stage catering rooms and dressing rooms for the hospitality of their sponsors, VIPs, and guests. USERs are permitted to provide their own catering for these spaces, or may select the Greek Theatre Concessionaire for their catering needs. Any and all alcohol provided by USER or any caterer other than the Greek Theatre Concessionaire will not be permitted to leave the aforementioned spaces in this paragraph.
City of Los Angeles
Department of Recreation and Parks
2016 Commercial Incentive Program

The following is a term sheet that would allow for a Promoter/Agent ("User") renting the Greek Theatre ("Greek Theatre") for the presentation of commercial concerts to receive an incentive for those events in 2016. In order to qualify for this program, the User must enter into a contract, in a form acceptable to the City of Los Angeles Department of Recreation and Parks ("Department"), reflecting the terms described below, and other provisions standard in City contracts.

Qualifying Events:
A User must present a minimum of twenty (20) commercial events before an incentive is earned.

Additional Terms:
1. This program is limited to ticketed commercial events and is not applicable to events booked under the Community Rental Rates.
2. Each performance is considered a separate event if it meets the above requirements where a performance has a discrete audience for a discrete period of time in which a ticket is used for admittance.
3. The Greek Theatre User Agreement shall only have one User named and only the agreements with said User shall be counted toward the required number of qualifying events.
4. All other rental terms as defined by Department apply including the terms in the standard User Agreement.
5. This is the only form of commercial incentive program recognized by the Department. The Department will review the incentive program requirements on an annual basis and retains the right to modify the incentive program in the future as it sees fit in the best interests of the Department, subject to rights under an existing contract.
**City of Los Angeles**  
**Department of Recreation and Parks**  
**2016 Commercial Incentive Program**

**Incentive Payment Schedule:**  
Minimum number of qualifying events is twenty (20) in the concert season. Incentives are retroactive to the first qualifying event once the minimum twenty (20) commercial events have been achieved. Incentive payment will be calculated as a percentage of the adjusted gross ticket sales. The adjusted gross ticket sales is the amount of the total tickets sold less the Department’s Facility Access Fee and Facility Maintenance Fee. Incentive calculations apply only to one specific incentive tier and are not retroactive to prior incentive tiers.

<table>
<thead>
<tr>
<th>Incentive Tier</th>
<th>Number of Commercial Events</th>
<th>Incentive Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualify Events</td>
<td>1 - 20</td>
<td>1.5% of Adjusted Gross Ticket Sales</td>
</tr>
<tr>
<td>One</td>
<td>21 - 30</td>
<td>2.0% of Adjusted Gross Ticket Sales</td>
</tr>
<tr>
<td>Two</td>
<td>31 - 40</td>
<td>2.5% of Adjusted Gross Ticket Sales</td>
</tr>
<tr>
<td>Three</td>
<td>41 +</td>
<td>3.0% of Adjusted Gross Ticket Sales</td>
</tr>
</tbody>
</table>
FINANCE AND ADMINISTRATIVE SYSTEMS AND PROCEDURES

We accept the highest level of fiduciary responsibility and accountability to the clients we serve. Our ability to meet that standard is unique in the industry.

+ Our Corporate Finance Department provides supervision and support in all fiscal areas including internal controls, risk management, data processing, audit and cash management. A comprehensive accounting manual created by our financial professionals offers the staff at our facilities a complete set of procedures and policies to be followed.

+ When a facility joins our network, its monthly financial statement is formatted to comply with both the client's requirements and our standards. This ensures that the revenues are collected for each event and enables us to identify weak areas and evaluate changes to improve performance. A standard payroll system is also implemented to make sure that all labor related expenses for a particular event or project are recorded appropriately.

+ Internal audit reviews are conducted annually, often unannounced, and address all areas tangibly affecting the bottom line: box office, concessionaire operations, cash management, payroll, purchasing, etc. These audits examine the facility’s operation for opportunities to improve.

+ Our management team, with input from our client and key corporate administrators, prepare yearly statements of facility objectives, which are then incorporated into fiscal yearly plans encompassing issues such as cash flow management, short-term investment strategies, tax planning and payroll administration.

+ Yearly budgets, including capital improvement requests, are submitted to our governmental partners for review and approval. They contain a condensed income statement, an event analysis, and a management fee calculation, along with key facts, assumptions, and trend analysis on which the budget was based.

+ We also prepare annual and monthly cash-flow projections so that appropriate funding is obtained. Our Finance Department has established a standardized box office sales report to track sales for ticketed events in the months and weeks before the events. These “flash” reports provide a snapshot of each event and its success, along with monthly cash forecast which allows us to monitor adherence to our policies and procedures for controlling cash to ensure maximization of investment earnings.

Information regarding cash management and banking procedures is contained in the Finance Department Procedures Manual. It is available upon request.

FACILITY ACCOUNTING SYSTEMS - MONTHLY FINANCIAL STATEMENT REPORTS

+ Monthly Event Income: Income broken down by event reflecting major revenue categories for each.

+ Statement of Services Income: Schedule of revenues billed to clients and associated expenses to the facility measuring effectiveness of the event management staff in the billing of services.

+ Event Income Statement: Accumulation of expenses and revenues for all events during the year. Identifies individual expense and revenue categories that have significantly changed from budget or from the prior year. Provides information on profitability of all revenue centers within the events.

+ YTD Event Summary: Allows the operator to see the total number of events within any specific category and the total event income generated by those categories.

+ Departmental Income Statement: Detailed listing of expenses by department. Allows the operator to determine if individual department heads are staying within their budget constraints.

+ Indirect Expense Summary: Category 1 includes all expenses related to in-house labor costs. Category 2 is materials and services which breaks out all other expenses. This allows the operator to determine if overall goals for expenses are being met.

+ Annual Reports: Includes the budget, financial statement, cash flow forecast, marketing/capital improvement/repairs and maintenance plans. The Budget serves as the primary document for setting financial management goals and objectives for the fiscal year. It also provides the Theatre with a forecast of cash requirements for the facility. This document is put together with input from all departments with the objective of identifying all sources of revenues and expenses.

+ Facility Annual Report: Provides the Facility with an accounting of the activities of the facility for the prior year as well as a brief preview of the year to come. This report will typically include sections related to meeting such goals as local management involvement with community organizations. Annual reports typically include the annual reports listed in the paragraph above.
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) (M.I.)
2a. HOME ADDRESS (Street) (City) (Zone)
2b. BUSINESS ADDRESS (Street) (City) (Zone)
3a. PHONE NO.
3b. PHONE NO.
4. SEX □ M □ F
5. DATE OF BIRTH
6. IF MINOR, NAME OF PARENT OR GUARDIAN
7. PHONE NO.

PART II — ACCIDENT/INJURY
8. DATE
9. TIME A.M. P.M.
10. LOCATION OF PUBLIC PROPERTY INVOLVED
11. WAS FIRST AID GIVEN? □ YES □ NO
12. FIRST AID GIVEN BY (NAME)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO
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) (M.I.)
19. ADDRESS (Street) (City) (Zone)
20. PHONE NO.

a. □ YES □ NO
b. □ YES □ NO
c. □ YES □ NO
d. □ YES □ NO

PART IV — STATEMENT OF INJURED PARTY OR WITNESS
21.

PART V — EMPLOYEE FILING REPORT
22. NAME AND POSITION
23. SIGNATURE
24. DATE
City of Los Angeles Department of Recreation and Parks
Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and
Individuals who Contribute to and/or Support City of Los Angeles Parks and Programs

The mission of the Department of Recreation and Parks ("RAP") is to enrich the lives of the
residents of Los Angeles by providing safe, welcoming parks and recreation facilities and affordable,
diverse recreation and human services activities for people of all ages to play, learn, contemplate, build
community and be good stewards of our environment.

RAP's objective is to enhance and expand recreational programs and services through public and
private collaborations.

POLICY:

RAP recognizes that there are many opportunities and potential benefits to be gained from RAP
collaborations with private and public entities for monetary, in-kind (product and/or services), and capital
contributions (collectively referred to herein as "Sponsorships") benefiting RAP facilities, programs,
events, services and/or activities. These contributions often merit some form of recognition to
acknowledge and thank the sponsor, donor, and/or contributor (collectively, "Sponsors") for their
contribution to RAP. However, it shall be understood that any transaction between RAP and a private
and public entity involving the naming of a park, recreation facility, amenity, landmark or other park
asset, in exchange for financial support shall be in accordance with the RAP Naming Policy, which is
separate and independent of this Policy.

RAP supports, in principle, public-private relationships that generate financial and/or other types of
support for RAP's mission. Accordingly, the Board of Recreation and Park Commissioners ("Board")
has adopted this Sponsorship Recognition Policy ("Policy") establishing the criteria and setting forth the
guidelines and procedures for thanking, acknowledging, and/or recognizing significant contributions
provided to RAP by private and public entities. The intent of this Policy is to establish a mechanism
under which RAP may thank, acknowledge and recognize private and public entities who contribute to
parks and related programs and services for the primary benefit of the general public. The Board has
hereby designated RAP's General Manager or her or his designee (collectively, "GM") to implement this
Policy.

Pursuant to this Policy, RAP shall have the authority to determine the criteria, requirements, and
restrictions under which a proposed form of Sponsorship Recognition shall be evaluated and approved,
whether included herein or established in the future. It shall be understood that all forms of Sponsorship
Recognition shall be temporary in nature, and that the duration of time that such Sponsorship Recognition
shall remain in place and/or be in effect is subject to the prior approval of the Board.

RAP shall identify and solicit potential Sponsors, and evaluate Sponsorship proposals from private and
public entities in accordance with this Policy, and if such Sponsorship is approved and implemented,
shall recognize such Sponsors for providing monetary and/or in-kind support for RAP parks and
recreation facilities, programs and/or services, and grant the authority for the Sponsor to associate its
name or function with RAP parks and facilities, programs and services, and/or RAP name, as approved by
the Board. RAP may provide Sponsorship Recognition, other than a displayed acknowledgement on RAP
property (recognition signage), such as but not limited to, use of the RAP name or logo, association with
RAP in communications, media opportunities, event participation, and distribution of information and/or
product sample.

Board of Recreation and Park Commissioners
Approved June 5, 2013
GENERAL PROVISIONS:

RAP shall retain complete discretion and authority at all times in determining whether, with whom, where, how, and when contributions shall be accepted, Sponsorships approved, and Sponsorship Recognition provided, subject to the approval of the Board. Sponsorship signage shall comply with all applicable laws.

1. Criteria for Sponsorship Agreements. The following criteria, in its entirety, shall be considered in evaluating sponsorship proposals:
   a. The Sponsorship must support, and conform to, the Mission of RAP.
   b. The Sponsorship must provide a direct benefit to the park, facility or amenity.
   c. Sponsorship benefits may be commensurate with the value of the support offered through the Sponsorship.

2. Sponsorship Considerations. RAP shall consider the following when evaluating a Sponsorship proposal.
   a. The timeliness, readiness, and requirements associated with a potential Sponsor entering into an agreement with RAP.
   b. Any current or future RAP operating or maintenance costs associated with the Sponsorship or impacts on other agencies.
   c. The Sponsor’s record of responsibility in past involvement with the City, RAP, and/or community.
   d. Sponsorships, Sponsorship benefits, and Sponsorship Recognition shall enhance rather than detract from the design standards and visual integrity of the sponsored program, activity or facility.

3. Sponsorship Recognition Requirements and Responsibilities. Subject to prior determination by RAP, Sponsorship Recognition requirements and responsibilities may include, but not be limited to the following:
   a. RAP shall exercise full control and authority over the form and content of the Sponsorship Recognition, including but not limited to, retaining editorial and design control over signage, publications, the sponsor name, logo and all other graphic materials.
   b. Prior to the implementation of any form of Sponsorship Recognition portraying any physical or intellectual image incorporating the RAP logo or name, and/or indicating the existence of an affiliation between RAP and the Sponsor, such recognition shall be approved by the Board.

4. Sponsorship Benefits. Sponsor benefits may include, but not be limited to:
   a. Public exposure of corporate logo through placement on RAP publications (facility brochures and program fliers), RAP website and/or social media, on apparel (for participants and volunteers), or on other materials such as bags, or giveaways.
   b. Recognition through press and other events, and media mentions.
   c. Participation in RAP events.
   d. Distribution of product samples at RAP events and/or facilities.
   e. The placement of a Sponsor logo on an athletic field or court surface.
f. **Recognition Signage.** In addition to the general provisions of this Policy, the following shall be considered when determining the appropriateness of placing Recognition Signage on park property.
   
   (i) Recognition Signage may include, but not be limited to, banners, wraps, plaques, placards, dasher boards, or signs.
   
   (ii) RAP shall maintain control over the printing, manufacturing, or otherwise fabricating of Recognition Signage to be placed on park property, and shall oversee the installation of all Recognition Signage, which may be accomplished by RAP staff or by a third party acting under RAP’s direction and control, whether funded at Contributor’s expense or RAP’s expense.
   
   (iii) Signage in recognition of a Sponsor’s furtherance of RAP’s mission through contributions in support of RAP programs or activities, and/or improvement of RAP facilities, shall expressly include a phrase confirming that RAP is recognizing, acknowledging, and/or thanking the Sponsor, which text shall be prominently featured, and of a reasonable size proportionate to space and location, and identifying RAP as the entity responsible for the content and placement of the Sponsorship Recognition.

5. **Sponsorship and Recognition Restrictions.** In general, the following shall be restricted under this Policy:

a. **Sponsorship Restrictions:**

   (i) A company or organization, or subsidiary, that conducts or has business or operational activities substantially derived from or involved with the sale, production, or distribution of alcohol, tobacco, firearms, pornography, or any other business or activities regarded as “adult oriented”.

   (ii) A Sponsorship that could cause a conflict of interest or policy deviation.

   (iii) A Sponsorship made conditional upon RAP performance with respect to level of public participation or response, event outcome, or objectives achieved.

   (iv) An individual Sponsor that limits RAP’s ability to seek other sponsorship opportunities, unless agreed to by RAP.

b. **Recognition Signage Restrictions:**

   (i) The placement of individual Recognition Signage shall not limit RAP’s ability to seek other Sponsorship opportunities, unless agreed to by RAP.

   (ii) Billboards shall not be authorized under this Policy for use on park property.

   (iii) Signs that contain a call to action by a commercial sponsor, for the public or RAP to purchase a good or service, shall not be authorized for use on park property.

**SPONSORSHIP RECOGNITION APPROVAL REQUIREMENTS**

Prior to any form of Sponsorship Recognition being implemented, sponsorship proposals shall be evaluated by RAP staff, with recommendations to the GM for possible consideration by the Board, which shall be provided in a report detailing the scope of the proposal (sponsorship, donation, cost, funding, duration, etc.) and the terms and conditions of any related Sponsorship Agreement, when applicable.
City of Los Angeles Department of Recreation and Parks
Naming Policy, Procedures and Guidelines for
Parks and Recreational Facilities

The mission of the Department of Recreation and Parks ("RAP") is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreational facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment.

One of RAP's objectives under the Mission is to enhance and expand recreational programs, services, and significant financial support and contributions through public and private collaborations.

Policy:

RAP recognizes that parks and recreational facilities are an essential and integral part of the communities they serve, and that the names of parks and recreational facilities, and park amenities within them, play a significant role in fostering identities in the surrounding communities. This Naming Policy ("Policy") establishes the criteria and requirements, and sets forth the guidelines and procedures, for the naming and renaming (collectively, "Naming") of parks, recreational facilities, landmarks and any other assets determined appropriate by RAP (collectively referred to herein as "Park Assets"), which are owned, managed or controlled by RAP.

Pursuant to this Policy, the initial name of a new park or recreational facility, which may be temporary for purposes of administration and accounting, shall be administratively assigned by RAP staff in the traditional manner utilized prior to the establishment of this Policy, based on geographic features such as street and community names or prominent features. In addition, the Naming of existing Park Assets, pursuant to a RAP recommendation relevant to a Naming proposal received from a private or public entity, shall be subject to the approval of the Board of Recreation and Park Commissioners ("Board"), as described herein. In accordance with this Policy and pursuant to RAP recommendations, the Board shall consider the following two types of naming proposals. The first type encompasses situations in which RAP receives or is offered a donation, gift, sponsorship, and/or other contribution from an outside entity that presents a decisive benefit and shows a direct connection to a Park Asset and serves the interests of the City and its residents. This type of Naming proposal would require a Naming Agreement to summarize the terms and conditions necessary to effectuate the financial or other benefits connected to the Naming proposal with a term (time period) recommended by the GM and approved by the Board, depending on the scope or nature of the agreement, and value, visibility, and lifespan of the donation, gift, sponsorship and or other contribution. The second type comprises Naming proposals to use a major historic event and/or unique significance of a specific place or person, as the basis for the proposed Name; again with the requirement that there be compelling and impressive substantiation demonstrating how the interests of City and its residents were served or impacted. The key in both types of Naming proposals is the importance of demonstrating direct connections to the Park Asset and clear community benefits as a foundation for considering any Naming proposal.
For purposes of this Policy, and with the exception of the temporary Naming of new Park Assets, the authority to approve the Naming of existing Park Assets shall be solely with the Board. Any exceptions to this Policy shall be subject to the prior approval of the Board.

Criteria and Guidelines for Evaluating Park Asset Naming Proposals:

For purposes of this Policy, the following shall be considered when evaluating the appropriateness, feasibility, and implementation of Naming proposals:

- The Naming of parks after individuals shall be limited to those who are deceased and have made exceptional contributions to the park or community within which the park is located.
- Parks shall only be named after living persons under circumstances requiring such naming as a condition precedent of a grant deed or covenant.
- The Naming of a park after a major historic event must be based on a direct connection between the park and such event.
- The Naming engenders a positive public image which does not unduly commercialize the park or recreational facility.
- The proposed name for the park or recreational facility, and/or contributor, must be compatible with the Mission of RAP.
- Park Assets that are held by RAP through a lease or use agreement may be considered for Naming under this Policy, subject to any requirements or restrictions contained in such document.
- RAP reserves the right to limit the duration of time a Name will be in place and/or in effect.
- No specialized signage or advertisement containing a commercial message to purchase a good or service shall be authorized for use on park property.
- All forms of signage placed on or within a Park Asset shall meet RAP's graphic and sign standards.
- There shall be no religious symbols included on Naming signage.
- Park Assets not under the operation of RAP (shared or exclusive), although under the ownership or jurisdiction of RAP, shall not be subject to this Policy; such as for example, the Los Angeles Zoo in Griffith Park.
- Parks should not be subdivided for purposes of Naming, unless there are readily-identifiable physical divisions in the park (major roads, waterways, hillsides, etc.) which facilitate or warrant a subdivision; or there exist other compelling reasons for having more than one name connected to a park. This should not prevent independently Naming a recreational facility or amenity located within a park, as long as the selected name will not cause confusion for park patrons.
- RAP shall seek to inform the public with regard to the Naming of a park in their community.
- Any exception to the above shall be subject to the Naming criteria contained herein, and the Board’s prior approval.
Procedures:

The Board retains the authority to name or rename Park Assets situated on park property. The following shall be the protocol for evaluating, considering and denying or approving Naming proposals:

1. A written proposal for the Naming of a Park Asset must be initially submitted to the RAP Board Office, to the attention of the Board Secretary. In accordance with this Policy, the Board Office shall forward the proposal to the RAP General Manager ("GM") for consideration.

2. Prior to any form of Naming Policy being implemented, sponsorship proposals shall be evaluated by RAP staff, with recommendations to the GM for possible consideration.
### General & Administrative

<table>
<thead>
<tr>
<th>Item</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
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<td>21,218</td>
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<tr>
<td>Equipment Rental</td>
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**Total General & Administrative**

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<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
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<tbody>
<tr>
<td>$485,350</td>
<td>$459,311</td>
<td>$473,090</td>
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### Contractor Profit

- **Year 1**: $200,000
- **Year 2**: $206,000
- **Year 3**: $212,180

### TOTAL BASE FEE

- **Year 1**: $685,350
- **Year 2**: $665,311
- **Year 3**: $685,270
## 2016 & 2017

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<th>Burdened</th>
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<td>Concert/Event Cleaning</td>
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<td>Cleaning Projects</td>
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<td>$ 13.00</td>
<td>$ 15.90</td>
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<td><strong>LAPD</strong></td>
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Note: 2018 costs to be added upon availability in January 2018.
**CITY OF LOS ANGELES**  
**DEPARTMENT OF RECREATION AND PARKS**  
Attn: Concessions Unit  
P.O. Box 86610  
Los Angeles, CA 90086

**REMITTANCE ADVICE FORM**  
**OVERSIGHT OF THE GREEK THEATRE'S OPEN VENUE MODEL**  
**NAME OF CONTRACTOR**

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<thead>
<tr>
<th>PERIOD COVERED: From:</th>
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<td>ANNUAL COST</td>
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<tr>
<td>OPERATION MANAGER</td>
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<tr>
<td>BOOKING MANAGER/</td>
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<tr>
<td>BOX OFFICER MANAGER</td>
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<tr>
<td>ADMINISTRATIVE SUPPORT</td>
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<tr>
<td>OPERATIONAL EXPENSE</td>
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<td>A. TOTAL POSITION AND OPERATIONAL EXPENSE COSTS:</td>
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<td>B. BASE MANAGEMENT FEE</td>
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<td>TOTAL ANNUAL FEE (A+B)</td>
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**NON-EVENT SERVICES**

List non-event services and cost. Attach vendor invoice.

**SUB-TOTAL NON-EVENT SERVICES AMOUNT OWED:**  

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**SUB-TOTAL REVENUE SHARING FEE DUE:**  

**EVENT SERVICES REVENUE AND COST (2):**

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<th>NET REVENUE TO DEPARTMENT</th>
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1. COMPLIANCE DOCUMENTS

1G - BUSINESS INCLUSION PROGRAM (BIP) REQUIREMENTS

RFP EXHIBIT D

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)

Project Title: Oversight of the Greek Theatre's Open Venue Model (CON-M15-001)

Proposer: SMG

Address: 2000 E. Convention Center Way, Ontario, CA 91764

Local Office

Contact Person: Michael Krouse

Phone/Fax: 909-937-3001 / 909-937-3801

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

<table>
<thead>
<tr>
<th>NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT</th>
<th>DESCRIPTION OF WORK OR SUPPLY</th>
<th>MBE/WBE/SBE/EBE/DVBE/OBE</th>
<th>CALTRANS/CITY/MTA CERT. NO.</th>
<th>DOLLAR VALUE OF SUBCONTRACT</th>
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<tbody>
<tr>
<td>Volt Management Group, Los Angeles, CA 90074</td>
<td>Janitorial</td>
<td>OBE</td>
<td></td>
<td>$37,500 / yr.</td>
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<tr>
<td>714-921-5891</td>
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<tr>
<td>Brother Sister Staffing, 865 S. Milliken Ave., #8, Ontario, CA 91761</td>
<td>Janitorial</td>
<td>WBE (TBD)</td>
<td>TBD</td>
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<tr>
<td>909-438-1161</td>
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<tr>
<td>Askari, Los Angeles, CA 90074, 562-806-0053</td>
<td>Security</td>
<td>M/SBE</td>
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<td>$132,500 / yr.</td>
</tr>
<tr>
<td>Securitas, Los Angeles, CA 90074, 909-882-4356</td>
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<td>Schubert Systems Group, 7325 Hines Ave., North Hollywood, CA 91605, 818-503-1234</td>
<td>Sound System &amp; Monitoring</td>
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PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

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<td>TOTAL EBE AMOUNT</td>
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<tr>
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<tr>
<td>BASE BID AMOUNT</td>
<td>See below note</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Person Completing this Form

John F. Burns
EVP/CFO 7/17/2015
Title Date

MUST BE SUBMITTED WITH PROPOSAL

Rev 07/01/11 (Citywide RFP - BAVN BIP)

Note: There is no base bid amount included with this proposal. Percent values based on a base bid amount cannot be determined.
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)

Project Title: Oversight of the Greek Theatre’s Open Venue Model (CON-M15-001)

Proposer: SMG
Address: 2000 E. Convention Center Way, Ontario, CA 91764
Local Office
Contact Person: Michael Krouse
Phone/Fax: 909-937-3001 / 909-937-3801

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

<table>
<thead>
<tr>
<th>NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT</th>
<th>DESCRIPTION OF WORK OR SUPPLY</th>
<th>MBE/WBE/SBE/EBE/DVBE/OBE</th>
<th>CAL/TRANS/CITY/MTA CERT. NO.</th>
<th>DOLLAR VALUE OF SUBCONTRACT</th>
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<tr>
<td>Standard Parking 3470 Wilshire Blvd., Los Angeles, 90010 614-332-0165</td>
<td>Parking</td>
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<tr>
<td>Empire Transportation Inc. 8800 Park St., Bellflower, CA 90706 310-574-4877</td>
<td>Shuttle</td>
<td>W/MBE (TBD)</td>
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<td>$364,000 / yr</td>
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<tr>
<td>Simplex Grinnell 10282 Sixth St., Rancho Cucamonga, 91713 909-685-0933</td>
<td>Fire, Life &amp; Safety</td>
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<td>$10,000 / yr</td>
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<tr>
<td>HCI 1354 S. Parkside, Ontario, CA 91761 909-628-7773</td>
<td>Fire, Life &amp; Safety</td>
<td>OBE</td>
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<tr>
<td>TBD *In response to 7/16/15 CLA email to SMG, TBD</td>
<td>Lighting</td>
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PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

<table>
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<tr>
<th>DOLLARS</th>
<th>PERCENT</th>
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<td>TOTAL OBE AMOUNT</td>
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<tr>
<td>BASE BID AMOUNT</td>
<td>$</td>
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Signature of Person Completing this Form:
John F. Burns
Printed Name of Person Completing this Form:
EVP/CFO
Date: 7/17/2015
Title:

MUST BE SUBMITTED WITH PROPOSAL

Rev. 07/01/11 (Citywide RFP - BAVN BIP)
**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)*

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<th>Oversight of the Greek Theatre's Open Venue Model (CON-M15-001)</th>
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<tbody>
<tr>
<td>Proposer</td>
<td>SMG</td>
</tr>
<tr>
<td>Address</td>
<td>2000 E. Convention Center Way, Ontario, CA 91764</td>
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<tr>
<td>Local Office</td>
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<tr>
<td>Contact Person</td>
<td>Michael Krouse</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>909-937-3001 / 909-937-3801</td>
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</table>

**LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)**

<table>
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<tr>
<th>NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT</th>
<th>DESCRIPTION OF WORK OR SUPPLY</th>
<th>MBE/WBE/SBE/EBE/DVBE/OBE</th>
<th>CALTRANS/CITY/MTA CERT. NO.</th>
<th>DOLLAR VALUE OF SUBCONTRACT</th>
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<tr>
<td>Iwen Hsu 4133 N. Morada Ave., Covina, 91722</td>
<td>CPA</td>
<td>SBE</td>
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<tr>
<td>626-430-7944</td>
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<tr>
<td>Lance, Stoll &amp; Lunghard, LLP 203 N. Brea Blvd, #203, Brea, CA 92821 714-672-0022</td>
<td>CPA</td>
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<td>$5,000 / yr.</td>
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<tr>
<td>SMG (Will Self Perform Legal) 2000 E. Convention Ctr. Way, Ontario 91764 909-937-3001</td>
<td>Legal Services</td>
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**PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION**

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<td>TOTAL OBE AMOUNT</td>
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<td>TOTAL DVBE AMOUNT</td>
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<tr>
<td>BASE BID AMOUNT</td>
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</table>

**Signature of Person Completing this Form**  
John F. Burns  
Printed Name of Person Completing this Form  
EVP/CFO 7/17/2015  
Title Date  

**MUST BE SUBMITTED WITH PROPOSAL**
# SCHEDULE B
**CITY OF LOS ANGELES**
**MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

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<td>DOLLARS</td>
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<td>TOTAL EBE PARTICIPATION</td>
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<tr>
<td>TOTAL DVBE PARTICIPATION</td>
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<tr>
<td>TOTAL OBE PARTICIPATION</td>
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</tbody>
</table>

Signature of Person Completing this Form:

Printed Name of Person Completing this Form:

Title:  
Date:  

---
SCHEDULE C
CITY OF LOS ANGELES
FINAL SUBCONTRACTING REPORT

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<th>Phone</th>
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<table>
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<th>Name, Address, Telephone No. of all Subconsultants Listed on Schedule B</th>
<th>Description of Work or Supply</th>
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* If the actual dollar value differs from the original dollar value, explain the differences and give details.

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<tr>
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<tr>
<td>OBE Participation</td>
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</tbody>
</table>

Signature of Person Completing this Form
Printed Name
Title
Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION
City-owned Trademarks


2. "The Greek Theatre" word mark – USPTO Reg. No. 5290224
AMENDED AGREEMENT
FOR OPERATION AND MAINTENANCE
OF THE GREEK THEATRE’S
FOOD AND BEVERAGE CONCESSION

Between

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

And

SMG D.B.A. PREMIER FOOD SERVICES MANAGEMENT GROUP, INC.
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AGREEMENT FOR OPERATION AND MAINTENANCE OF THE GREEK THEATRE’S FOOD AND BEVERAGE CONCESSION

This Agreement ("AGREEMENT") is made and entered in this __________ day of __________, 2017, by and between the CITY OF LOS ANGELES, a municipal corporation ("CITY"), acting by and through the Department of Recreation and Parks ("DEPARTMENT"), and SMG d.b.a. Premier Food Services Management Group, Inc. ("PREMIER").

WHEREAS, the DEPARTMENT seeks to hire a food and beverage concessionaire to provide food and beverage at the Greek Theatre; and

WHEREAS, the DEPARTMENT 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 DEPARTMENT 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 the Department for the provision of food and beverage at the Greek Theatre; and

WHEREAS, the DEPARTMENT finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in a Request for Proposals (RFP); and

WHEREAS, the DEPARTMENT advertised for proposals for a Food and Beverage Concession at the Greek Theatre on June 29, 2015; and

WHEREAS, the DEPARTMENT received and evaluated three (3) proposals from food and beverage companies on August 25, 2015; and

WHEREAS, PREMIER was scored as the highest-ranked proposer, and selected to conduct the food and beverage operations during the Greek Theatre’s 2016 Season in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, on January 7, 2016, PREMIER and CITY entered into a one (1) year contract with two (2) one (1) year options to renew; and

WHEREAS, The CITY desires to exercise option 1 with PREMIER and PREMIER agrees to enter into another one (1) year AGREEMENT to provide the public with premium, high-quality patron offerings and services at the Greek Theatre.
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-four (34) pages and fourteen (14) exhibits (A-N) 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: Greek Theatre Food and Beverage Concession, the permitted operation granted by this AGREEMENT

CONCERT SEASON: April 15 through October 31

DEPARTMENT: The Department of Recreation and Parks, acting through the Board of Recreation and Park Commissioners.

FACILITY: GREEK THEATRE, located at 2700 N. Vermont Avenue, Griffith Park, Los Angeles, California 90027

LAAC: The Los Angeles Administrative Code

LAMC: The Los Angeles Municipal Code

PREMIER: SMG d.b.a. Premier Food Services Management Group, Inc.

PREMIER CAPITAL INVESTMENT: The amount of capital paid by Premier under Section 10 to fund revenue-generating improvement and enhancement projects in an AGREEMENT year.

PREMISES: The geographical area, as defined in Section 3 of this AGREEMENT, in which the concession may be operated.

SMG: DEPARTMENT’S venue management company.
SECTION 2. PERMISSION GRANTED

For and in consideration of the payment fees and charges hereinafter provided, and subject to all terms, covenants, and conditions of this AGREEMENT, the DEPARTMENT hereby grants to PREMIER the exclusive (except as otherwise excepted herein) right and obligation to sell food, non-alcoholic and alcoholic beverages, artist merchandise and Greek Theatre merchandise during the AGREEMENT'S term. PREMIER will provide and sell food, beverages and merchandise from designated portions of the PREMISES and will be permitted to use mobile carts to sell food, beverages and merchandise at appropriately designated areas pursuant to the DEPARTMENT'S prior approval, needs and requests. The CONCESSION area as described in Section 3 of this AGREEMENT shall only be used for PREMIER'S designated rights and not for any other purpose without the prior written consent of DEPARTMENT. The address and phone number of PREMIER will be shown along with the notation that all complaints regarding change, food and beverage, etc., should be referred directly to PREMIER.

The granted CONCESSION rights shall be at the Greek Theatre solely within the limits and confines of the PREMISES (Section 3) in this AGREEMENT and shall not make use of the PREMISES in any manner which might interfere with other recreational uses of the FACILITY.

In the event of a conflict between PREMIER 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, the DEPARTMENT shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and PREMIER hereunder agrees to be bound by the DEPARTMENT'S final determination.

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: the Greek Theatre, 2700 North Vermont Avenue, Los Angeles, CA 90027.

The CONCESSION PREMISES are located within the Greek Theatre venue. PREMIER will have exclusive rights to the FACILITY, including the following areas:

- North and South Concession Stands
- Front Plaza Area
- Upper and Lower Zeus Bars

PREMIER will have exclusive rights to the Redwood Deck and Hospitality Room.

The DEPARTMENT agrees to provide PREMIER with appropriately designated office and food and beverage storage spaces at the Greek Theatre. All furniture, office supplies, internet, phone, security, fencing, refrigeration, storage shelving or other tenant improvements for the office and food and beverage storage spaces shall be at the sole expense of PREMIER.
Unless otherwise contracted, PREMIER shall not be responsible for backstage catering for the artists’ entourage or crew.

The DEPARTMENT shall retain all rights to sponsorships, including non-alcoholic pouring rights, at the Greek Theatre, and shall execute and administer such sponsorships as obtained by SMG, the sole entity responsible for obtaining the venue’s sponsorship agreements. PREMIER, to the extent possible, shall collaborate and assist SMG or the DEPARTMENT to secure and obtain any sponsorship opportunities for the venue.

PREMIER to the best of its knowledge shall not use or allow the PREMISES, to the extent under PREMIER’S exclusive control, 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 and use of the PREMISES.

SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT shall be one (1) year with one (1) one-year extension option exercisable at the sole discretion of the Department and upon approval of Board of Recreation and Park Commissioners, effective on the date of execution. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to PREMIER because of any action taken to revoke, or decline to exercise an option of the AGREEMENT.

SECTION 5. OPERATING RESPONSIBILITIES

To the extent arising from PREMIER’S CONCESSION rights hereunder, PREMIER shall, at all times during the term of the AGREEMENT, comply with the following conditions:

A. **Cleanliness**
PREMIER shall, at its own expense, keep the PREMISES clean and sanitary all CONCESSION materials including, but not limited to, food and beverage-related materials and merchandise-related materials at all times. No offensive or refuse food, beverage or any matter related to merchandise sales, 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 PREMIER shall prevent any such matter or material from being or accumulating upon said PREMISES.

PREMIER, at its own expense, shall see that all of its garbage or refuse is collected as often as necessary and in no case less than twice a week, and disposed of in the main dumpster. PREMIER shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by DEPARTMENT. If no trash storage area is made available, PREMIER shall
provide at its own expense and with DEPARTMENT'S prior written approval, an enclosed area concealing the trash storage from public view.

B. **Conduct**
PREMIER and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of DEPARTMENT.

C. **Disorderly Persons**
PREMIER will coordinate with venue security to assist in maintaining peaceful conditions. PREMIER shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

D. **Personnel:**
1. PREMIER shall develop a protocol, subject to the DEPARTMENT'S approval, for the engagement of any employee or subcontractor. PREMIER'S protocol shall comply with all applicable CITY, STATE and/or Federal labor laws.

2. **Freedom from Tuberculosis**
For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of DEPARTMENT, PREMIER shall provide SMG and DEPARTMENT with certificates on applicable employees indicating freedom from communicable tuberculosis.

3. **Alcohol Service Training**
All PREMIER employees involved in the sale, service, and distribution of alcoholic beverages shall be trained in effective alcoholic and awareness, which includes training based on any applicable Laws of California. This training shall include the State of California Department of Alcoholic Beverage Control (ABC) sanctioned training or the Licensee Education on Alcohol and Drugs Alcohol Seller/Server Training Program (LEAD) and may include, without limitation, policies and procedures developed by PREMIER dealing with alcohol management and a nationally-recognized program such as “Techniques For Effective Alcohol Management” (or “TEAM”) or “Techniques For Intervention Procedures By Servers of Alcohol” (or “T.I.P.S.”). PREMIER shall provide SMG and DEPARTMENT with certificates on applicable training for all employees involved in the sale, service and distribution of alcoholic beverages.

PREMIER will not knowingly serve intoxicated persons and will coordinate with, and immediately notify, SMG and venue security of any known or observed safety concerns, illegal substances and improper use of alcohol that pose immediate threats of safety to patrons and intoxicated individuals.
4. **Qualified Personnel**
PREMIER 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 the CITY. 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. PREMIER shall use best efforts to assure that no person employed by PREMIER, 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 for a work environment. In the event an employee is not satisfactory, DEPARTMENT may direct PREMIER to remove that person from the PREMISES.

5. **Concession Manager**
PREMIER shall appoint, subject to written approval by DEPARTMENT, a Concession Manager of PREMIER'S operations at the FACILITY.

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 CONCESSION goods and services, and the appearance, conduct, and demeanor of PREMIER'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 business. During the days and hours established for the operation of the subject CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

6. **Approval of Personnel**
The DEPARTMENT shall have the right to approve or disapprove employees of PREMIER.

F. **Quality, Price Schedules and Merchandising**
PREMIER shall commit to implement and offer varied, high-quality food products, specialty items, food and beverage offerings to patrons at the Greek Theatre, PREMIER agrees to highlight and implement, when reasonably feasible, products and beverages from local purveyors including but not limited to: specialty regional food, craft beers, premium wines, unique and high end spirits and in consultation with the CITY develop an operational plan for upcoming seasons and individual
events to ensure the highest quality products are offered to benefit patrons and provide high quality service, satisfaction and first-class food and beverage offerings consistent with the overall theme of the venue.

1. CITY agrees that PREMIER'S merchandise, including its price for same, shall be within PREMIER'S discretion; subject, however, to disapproval by DEPARTMENT if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of DEPARTMENT. Such determination shall not be unreasonable and shall take into account the business considerations presented by PREMIER. PREMIER shall present the menu selections and offerings on a monthly basis to the DEPARTMENT for approval. Menu selections and offerings must take into consideration the diversity of the events and the demographics of the event patrons. All prices shall be comparable to prices charged in similar establishments in the CITY.

2. PREMIER with the prior approval of the CITY may contract 3rd party vendors for the purpose of specialty food and beverage items to be sold at concert events. CITY retains the right to limit the number of 3rd party vendors. All 3rd party vendors shall conform to the same CITY guidelines and standard as PREMIER'S. PREMIER will collect a minimum of Thirty percent (30%) commission fee on net sales. The commission collected will be included in the Forty Two percent (42%) of net sales up to Three Million Dollars ($3,000,000.00) of gross receipts of all concession food and beverage sales and Forty Five percent (45%) of gross receipts in excess of Three Million Dollars ($3,000,000.00) Event season 3rd party vendors shall abide by CITY guidelines and uniformity.

3. All menu items and service, offered for sale and/or sold by PREMIER and any approved 3rd party vendors in 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 PREMIER. All merchandise kept for sale by PREMIER shall be kept subject to the approval or rejection of DEPARTMENT and PREMIER shall remove from the PREMISES any article which may be rejected and shall not again offer it for sale without the written approval of DEPARTMENT. DEPARTMENT may order the improvement of the quality of any merchandise kept or offered for sale. In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted.

4. PREMIER shall offer for sale to the public a full range of fresh and pre-packaged food items and beverages (alcoholic and non-alcoholic).

5. PREMIER shall offer for sale to the public an appropriate selection of food and refreshment items, which includes a variety of healthy choice options
for food and beverages. This includes the availability of fresh fruits and fresh vegetables, bottled water, One Hundred percent (100%) juice, beverages that contain at least Fifty percent (50%) fruit juice with no added sweeteners, and providing healthy snacks. PREMIER expressly agrees to comply with CITY'S Good Food Purchasing Guidelines for Food Service Institutions. (Exhibit C).

6. PREMIER shall not use artificial trans-fat (e.g., industrially created partial hydrogenation plant oils) in the preparation of food products. All prepared food items are to be free of artificial trans-fat. PREMIER shall attempt to use only artificial trans-fat free prepackaged food items.

7. The sale of liquor, beer, and wine is permitted. PREMIER is solely responsible for obtaining all necessary licenses and permits, including but not limited Alcoholic Beverage Control License, for the sale of such items. The DEPARTMENT shall provide all cooperation and assistance necessary for PREMIER to secure necessary licenses under this paragraph. At the termination of AGREEMENT, PREMIER shall transfer all necessary licenses and permits to the successor food and beverage concessionaire at fair market value, where applicable, within thirty (30) days of termination, unless prohibited or prevented by the respective licensing authority.

8. The sale of energy drinks are prohibited.

9. PREMIER will implement the proposed plan for Food and Beverage guidelines outlined in PREMIER'S Proposal Pages 157 through 253 (Exhibit D).

All merchandise sold or kept for sale by PREMIER shall be of first class, high-quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by PREMIER and all edible merchandise kept on hand shall be stored and handled with due regard for sanitation.

10. PREMIER shall minimize the paper items (straw covers, serving cartons, etc.) distributed with take-out CONCESSION products. PREMIER shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. PREMIER shall not sell or give away or otherwise dispose of any commodity which in the opinion of DEPARTMENT will cause undue litter. PREMIER expressly agrees to comply with all CITY and DEPARTMENT recycling programs.

11. PREMIER shall not sell lottery tickets or similar type merchandise.
G. **Diversion of Business**
PREMIER shall not divert, cause or allow the AGREEMENT 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.

H. **Equipment, Furnishings, and Expendables:**
All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by PREMIER at its sole expense and shall remain its personal property, with the exception of the equipment identified by PREMIER as purchased using the Two Hundred Thousand Dollars ($200,000.00) equipment credit described below. At the beginning of each AGREEMENT year, PREMIER will provide SMG and DEPARTMENT with an inventory of PREMIER-owned equipment and CITY-owned equipment.

The DEPARTMENT accepts the Investment Equipment List, Proposal Pages 202 and 203 (Exhibit E), totaling Six Hundred Thousand Dollars ($600,000.00), and PREMIER is obligated to invest Six Hundred Thousand Dollars ($600,000.00) to purchase such equipment and smallwares. If at the termination of the AGREEMENT, PREMIER has not purchased equipment totaling Six Hundred Thousand Dollars ($600,000.00), PREMIER shall pay to the DEPARTMENT the unspent balance of the Six Hundred Thousand Dollars ($600,000.00). The list of CITY owned and PREMIER owned equipment, as of the execution of this amended contract, is attached hereto as Exhibit M.

If, upon termination of the AGREEMENT, CITY does not renew said AGREEMENT, PREMIER shall have the right to remove its own equipment, furnishings, and expendables (e.g., purchased utilizing the Four Hundred Thousand Dollars {$400,000.00} PREMIER investment), but not CITY owned equipment and improvements (e.g., purchased utilizing the Two Hundred Thousand Dollars {$200,000.00} equipment credit), from the PREMISES and shall be allowed a period of thirty (30) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY. The foregoing notwithstanding, the CITY shall have a right of first refusal to purchase PREMIER’S equipment at fair market value, exercisable by notifying PREMIER within five (5) business days after termination if CITY elects to exercise such right of first refusal, and in such case, the period for removal of the equipment shall be tolled until such time as the parties agree on fair market value or the right of first refusal is waived.

I. **Maintenance of Equipment**
PREMIER shall, at all times and at its expense, perform routine and preventive maintenance on all equipment, whether owned and/or installed by PREMIER or CITY, such as, but not limited to, refrigeration/freezer units, heat exchangers, fans, controls and electric panels, installed by CITY, together with all of the fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a
clean, sanitary, and orderly condition and appearance. CITY will be responsible for the maintenance of utility lines and repairs, including telephone, exterior to the PREMISES. The cost of any replacement of CITY-owned equipment or parts thereof shall be borne by the CITY, unless caused by improper maintenance by PREMIER. PREMIER shall be responsible for the maintenance and replacement of PREMIER-owned equipment.

PREMIER shall at all times keep current all necessary Fire/Life/Safety permits and certifications, testing, inspections, maintenance and repairs including but not limited to fire extinguishers, alarms, fire sprinklers, and cooking equipment. PREMIER shall provide copies of all permits, certifications, testing, inspections and maintenance and repair records to SMG and DEPARTMENT.

Routine and preventive maintenance of all equipment shall be performed at the sole expense of PREMIER. PREMIER may elect not to use City-owned equipment, with prior written consent of DEPARTMENT.

No equipment provided by CITY shall be removed or replaced by PREMIER without the prior written consent of DEPARTMENT, and if consent is secured, such removal and/or replacement shall be at the expense of PREMIER.

J. **Claims for Labor and Materials**
PREMIER 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 PREMIER hereunder), against PREMIER'S rights hereunder, or against CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

K. **Signs and Advertisements**
PREMIER shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without the prior written approval from DEPARTMENT. Certain signs and advertisements may also require the prior written approval of the Cultural Affairs Department or other appropriate agencies.

On signage at FACILITY, PREMIER shall provide credit, or as proportions of signage allow, similar credit as approved by DEPARTMENT in writing.

"In Collaboration with the City of Los Angeles Department of Recreation and Parks"

DEPARTMENT may require removal or refurbishment, at PREMIER'S expense, of any sign previously approved.
PREMIER further agrees to only place signs, advertisements, marketing materials, promotional materials, signs or displays visible to the public pre-approved by the DEPARTMENT and in conformance with the venue’s theme and overall look and consistency of all branding materials and otherwise designated signage.

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

L. Utilities
The DEPARTMENT shall pay for utility charges associated with the CONCESSION, with the exception of telephone, internet and trash pick-up. Charges for telephone, internet and trash pick-up shall be paid by PREMIER regardless of whether such utility services are furnished by CITY or by other utility service providers.

Except to the extent of DEPARTMENT’S negligence or breach of its obligations hereunder, PREMIER hereby expressly waives all claims for compensation, or for any diminution or abatement of the revenue-sharing 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 PREMIER 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 PREMIER, its employees, contractors, sub-contractors, suppliers, agents, or invitees, PREMIER shall be responsible for the cost of repairs and any and all damages occasioned thereby.

PREMIER shall use best efforts to utilize water and electricity in the most efficient manner possible, and PREMIER expressly agrees to comply with all CITY water and electrical conservation programs.

PREMIER shall reimburse the DEPARTMENT if any telephone, internet or trash pick-up charges are paid by the DEPARTMENT.

M. Vending Machines
PREMIER shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines without prior written approval of DEPARTMENT. DEPARTMENT shall have the right to order the immediate removal of any unauthorized machines.
N. **Safety**
PREMIER shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or DEPARTMENT notifies PREMIER of said condition. PREMIER shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, PREMIER shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, PREMIER shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (see SECTION 20, “NOTICES,” for mailing address) (Exhibit F). If PREMIER fails to correct hazardous conditions specified by DEPARTMENT in a written notice, which have led, or in the opinion of CITY could lead, to injury, DEPARTMENT 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 PREMIER to CITY on demand.

PREMIER will provide SMG and DEPARTMENT with all injury reports in order for SMG to include in the monthly safety report to the DEPARTMENT.

O. **Environmental Sensitivity**
PREMIER must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies regarding protection of the environment. PREMIER shall not use or allow the use on the PREMISES of environmentally unsafe products.

P. **Fund Raising And/Or Special Events Activities**
PREMIER will be expected to cooperate with DEPARTMENT personnel on all matters relative to the conduct of fund-raising and/or special events, as well as use of these areas by the film industry. PREMIER, given adequate notice may be required to cease operations or to allow for fund-raising and/or special events at the discretion of DEPARTMENT.

Q. **Quiet Enjoyment**
CITY agrees that PREMIER, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by PREMIER 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 CONCESSION 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 PREMIER’S quiet enjoyment of the CONCESSION PREMISES, DEPARTMENT shall have final determination of any solution to such dispute; DEPARTMENT’S final determination shall be binding upon all parties in such dispute.
R. Receipts
   1. On request, PREMIER shall offer receipts to customers for every transaction.
   2. PREMIER shall at all times have a sign placed 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 for this transaction is not provided on request, please contact Department of Recreation and Parks - Concessions Unit at (213) 202-3280.”
   3. In advance of commencement of customer transactions, PREMIER shall submit its cash-handling procedures to the DEPARTMENT.

S. Annual CONCERT SEASON Opening Event for the Community
   PREMIER shall provide services at an Annual CONCERT SEASON Opening Event for the surrounding community at its own expense.

T. Greek Theatre Advisory Committee (GTAC) Support
   PREMIER will provide light refreshments for the monthly GTAC meetings at its own expense.

U. Community Engagement
   PREMIER will provide light refreshments to community meetings hosted by SMG including, but not limited to, regularly scheduled monthly community meetings and coffee hours at its own expense.

V. Customer Satisfaction Surveys
   PREMIER shall be responsible to ensure Customer Satisfaction Surveys are conducted after every event. The Customer Satisfaction Survey measures the quality of service being delivered to patrons, which rates service in five (5) separate categories. PREMIER will provide summary reports to SMG and DEPARTMENT on a quarterly basis. The DEPARTMENT shall be consulted regarding survey questions and reserves the right to suggest additional questions as necessary to assist in the evaluation of community satisfaction. Surveys may be carried out in the form of e-mail messaging QR codes, website link, or other methods as may be determined by PREMIER.

SECTION 6. CONCESSION OPERATIONS

- CONCERTS AND EVENTS: The CONCESSION will be open in accordance with the Venue’s User Agreement and mutually agreed upon operating times and hours necessary and consistent with event and show plans for each performance.

- NON-CONCERTS AND EVENTS: The Front Plaza Area will be open in accordance with the DEPARTMENT’S operating plans, hours and needs, and the
CONCESSION will be open based upon mutually agreed upon operating times necessary and consistent to offer a year-round operation.

SECTION 7. REVENUE-SHARING PAYMENT

A. As part of the consideration for CITY'S granting the CONCESSION rights hereinabove set forth, PREMIER shall pay to CITY a monthly revenue-sharing fee of:

The greater of:

The Annual Minimum Revenue-Sharing Guarantee, as follows:

- One Million Four Hundred Thousand Dollars ($1,400,000.00) and Sixty Percent (60%) of net sales of all Greek Theatre Merchandise

OR

- Forty-two percent (42%) of gross receipts of all food and beverage sales up to Three Million Dollars ($3,000,000.00) and Forty-five percent (45%) of gross receipts of all food and beverage sales greater than Three Million Dollars ($3,000,000.00)

AND
  - 20% of catering food and beverage sales
  - Any catering Retail cash bars beverage sales will be calculated at 42% commission rate.

Notwithstanding the foregoing, the monthly revenue-sharing fee for all catering and special events shall be as follows and shall said revenues shall be included in the minimum revenue sharing guarantee calculations addition to the Annual Minimum Revenue-Sharing Guarantee stated above and shall not be included in the minimum revenue-sharing guarantee calculations.

Catering and Special Events

For the 2017 contract, 20% from food and beverage catering sales will be credited towards commission. The total $3 million goal and that all cash services will remain at the rate of 42%.

The Annual Minimum Revenue-Share shall be paid to the DEPARTMENT at the beginning of each AGREEMENT year with the exception of the first year of the AGREEMENT, when the payment shall be paid within three (3) days of AGREEMENT execution. The first year's payment will be One Million Two Hundred Thousand Dollars ($1,200,000.00).
which is the One Million Four Hundred Thousand Dollars ($1,400,000.00) less the Two Hundred Thousand Dollar ($200,000.00) equipment credit provided in Section 5. H. In subsequent AGREEMENT years, the Annual Minimum Revenue-Share payment shall be One Million Four Hundred Thousand Dollars ($1,400,000.00) as stated above.

Refer to SECTION 7.C for the definition of “Gross Receipts.”

Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by DEPARTMENT or not, may result in additional charges; however, any such use without the prior written approval of the DEPARTMENT shall also constitute a material breach of AGREEMENT and is prohibited.

If the annual minimum revenue-sharing is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by the Department and the annual minimum revenue-sharing payment will be due to the Department by January 15th 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.

B. Revenue-Sharing Payment Due
Said payment (to the extent in excess of the Annual Minimum Revenue-Share) 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 (Section 7.D) shall be addressed to:

DEPARTMENT OF RECREATION AND PARKS
ATTENTION: Partnership and Revenue Branch/Concessions Unit
P.O. Box 86610
Los Angeles, California 90086-0610

C. Gross Receipts Defined
The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this CONCESSION, but not including 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 PREMIER;
3. California Redemption Value (CRV);
4. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;

5. 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 PREMIER;

6. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of PREMIER where such exchanges or transfers are not made for the purpose of avoiding a sale by PREMIER which would otherwise be made from or at the PREMISES;

7. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;

8. Receipts from the sale at cost of uniforms, clothing, or supplies to PREMIER'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;

9. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by PREMIER, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;

10. Fair market trade-in allowance, in the event merchandise is taken in trade;

11. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;

12. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both PREMIER and DEPARTMENT, including discounts to employees, if concurred by DEPARTMENT; on total sale transaction

13. Credit/debit card fees.

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

14. Any error in cash handling by PREMIER or PREMIER'S employees or agents;

15. Any losses resulting from bad checks received from the consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to PREMIER by customer or purchaser;
16. Any arrangement for a rebate, kickback, or hidden credit given or allowed to any customer of PREMIER.

17. Any labor fees recovered

D. **Monthly Revenue-Sharing Reports**
PREMIER shall transmit a Monthly Gross Receipts and Revenue-sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit G), for the month for which the revenue was earned, to SMG and DEPARTMENT whether or not a revenue-sharing payment is submitted. The Monthly Remittance Advice Form must be postmarked by the fifteen (15) of the month for preceding month’s revenue. The DEPARTMENT may revise the Monthly Remittance Advice Form as needed. PREMIER shall use the Food and Beverage Sales Report (Exhibit N) and submit within 48 hours after event for each event as an indicator of revenue performance.

E. **Late Payment Fee**
Failure of PREMIER to pay any of the revenue-sharing payments or any other fees, changes, or payments required herein on time is a breach of the AGREEMENT for which CITY may provide notice of breach and thereafter terminate as specified herein 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 PREMIER, 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, PREMIER agrees to pay 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 payment by CITY shall not be deemed as a waiver of any other breach by PREMIER of any term or condition of this AGREEMENT other than the failure of PREMIER to timely make the particular revenue-sharing payment so accepted.

**SECTION 8. ADDITIONAL FEES AND CHARGES**

A. If CITY pays any sum or incurs any obligations or expense which PREMIER 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 PREMIER to perform or fulfill any one or more of the conditions,
covetnats, or agreements contained in the AGREEMENT, or as a result of an act or omission of PREMIER contrary to said conditions, covenants, and agreements, PREMIER agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, actual costs, (including CITY'S fifteen percent (15%) administrative overhead cost), incurred by the CITY, 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 monthly revenue-sharing payment set forth in Section 7 hereof.

B. The charges for any 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.

C. 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 PREMIER 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 PREMIER 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 PREMIER.

SECTION 9. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of PREMIER for the uses, purposes, and occupancy aforesaid, PREMIER shall be responsible for all necessary CONCESSION-related janitorial duties and damage/maintenance repairs, to the satisfaction of DEPARTMENT. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism. PREMIER shall provide copies of all repair and maintenance records to SMG and DEPARTMENT on a monthly basis.

A. Interior of Premises:

1. **Areas to be Maintained by PREMIER**
   PREMIER shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, CONCESSION equipment and utility systems which may now or hereafter exist thereon, whether installed by CITY or PREMIER. 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 buildings, fences, posts, signs, electrical hook-ups, plumbing, tracks, tanks, etc.).
2. **Duties**
PREMIER'S maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be required to properly maintain the premises in a safe, clean, operable, and attractive condition. PREMIER shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by DEPARTMENT to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and plumbing maintenance in the interior of the premises, such as light fixtures, toilets, and faucets.

B. **Exterior of Premises and Common Passageways**
CITY shall maintain the exterior of all buildings including roofing and heating and air conditioning equipment 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 PREMIER for purposes of this Section.

C. **Correction of Conditions Leading to Damage**
If PREMIER 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, DEPARTMENT 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 PREMIER to CITY on demand. If, for any reasons, payment of such fees becomes delinquent, DEPARTMENT may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

D. **Property Damage and Theft Reporting**
PREMIER shall complete and submit to SMG and DEPARTMENT a "Special Occurrence and Loss Report," (Exhibit H) 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 DEPARTMENT.

E. **Damage or Destruction to Premises**

1. **Partial Damage:**
If all or a portion of the PREMISES are 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
PREMIER, its agents, officers, or employees, PREMIER 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 DEPARTMENT as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of PREMIER, its agents, officers, or employees, said fees and charges will not abate and PREMIER 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, PREMIER 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 PREMIER, its agents, officers, or employees, said fees and charges shall not abate and CITY may, in its discretion, require PREMIER to repair and reconstruct the same within twelve (12) months of such destruction and PREMIER shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs. PREMIER shall continue paying CITY revenue-sharing payment 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 PREMIER at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall
be the responsibility of PREMIER and any such redecoration and refurnishing/reequipping shall be equivalent in quality to that originally installed.

F. **Pest Control**

Unless otherwise specified in the AGREEMENT, PREMIER 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 PREMIER, 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 and any storage facilities or storage containers owned and/or used by PREMIER.

   CITY shall be responsible for pest control if pests are found in or on structures or areas maintained by CITY, such as:

2. All outdoor areas of the venue and surrounding landscaping.
3. Interior areas of the venue including backstage, dressing rooms, stage areas, chorus rooms, stagehand work areas and restrooms.
4. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of PREMIER; or areas, structures, or facilities shared by PREMIER and CITY.

Pest control for pests which may cause permanent structural damage to DEPARTMENT property (for example, termite infestation) shall be the responsibility of CITY. PREMIER 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. DEPARTMENT may direct PREMIER to take additional measures to abate pests which are an immediate threat to public health or safety.

**SECTION 10. IMPROVEMENTS**

CITY reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by PREMIER. Such development or improvement may require the suspension or termination of the AGREEMENT. CITY shall not be liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES. PREMIER'S Annual Minimum Revenue-Share may be reduced or suspended to the extent that revenues are adversely effected by CITY improvement. Any such revenue share reduction shall be mutually agreed to by both parties.
SECTION 11. PROHIBITED ACTS

PREMIER shall not:

1. Use the PREMISES to conduct any other businesses operations of PREMIER not related to the Greek Theatre;

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 FACILITY, nor do or permit to be done anything which may interfere with free access and passage in 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;

2. Interfere with the public’s enjoyment and use of the FACILITY or use the PREMISES for any purpose which is not essential to the CONCESSION operations;

3. 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 DEPARTMENT;

4. Overload any floor in the PREMISES;

5. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefor is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to DEPARTMENT any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by PREMIER, and in the event of the loss of any keys furnished by DEPARTMENT, PREMIER shall pay CITY, on demand, the cost for replacement thereof;

6. 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 DEPARTMENT, 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 PREMIER 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;
7. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 of the California Code of Regulations, 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 PREMIER 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 the City, State and Federal rules, regulations, ordinances and laws;

8. Allow any sale by auction upon the PREMISES;

9. Permit undue loitering on or about the PREMISES;

10. Use PREMISES in any manner that will constitute waste;

11. Use or allow the PREMISES to be used for, in the opinion of DEPARTMENT, any improper, immoral, or unlawful purposes.

SECTION 12. NUMBER OF ORIGINALS

The number of original texts of this AGREEMENT shall be equal to the number of parties hereto, one text being retained by each party.

SECTION 13. RATIFICATION LANGUAGE

Due to the need for PREMIER'S services to be provided continuously on an ongoing basis, PREMIER may have provided services prior to the execution of this AGREEMENT. To the extent that said services were performed in accordance with the terms and conditions of this AGREEMENT, those services are hereby ratified.

SECTION 14. PERFORMANCE DEPOSIT

A. PREMIER shall provide the DEPARTMENT a refundable performance deposit equal to Three Hundred Thousand Dollars ($300,000.00) for the term of AGREEMENT.

B. Form of Deposit
   PREMIER'S Deposit shall be in the following form:

   1. A cashier's check drawn on a recognized local bank, which cashier's check is payable to the order of the City of Los Angeles.
C. Agreement of Deposit and Indemnity
PREMIER unconditionally agrees that in the event of any material default of this AGREEMENT by PREMIER and consequent termination by CITY, CITY shall have full power and authority to use the deposit in whole or in part to indemnify CITY. All deposits of cash or checks must be immediately so deposited by the DEPARTMENT.

D. Maintenance of Deposit
CITY shall hold PREMIER’S deposit in an interest-bearing account during the entire term of the AGREEMENT

E. Return of Deposit to PREMIER
Said Deposit, together with accumulated interest, shall be returned to PREMIER and any rights assigned to 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 Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to the CITY by PREMIER 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 15. TAXES, PERMITS, AND LICENSES

A. PREMIER 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, building permits, police and fire permits, etc. PREMIER shall provide copies of all permits and licenses to SMG and DEPARTMENT.

B. PREMIER shall pay all taxes of whatever character that may be levied or charged upon the rights of PREMIER to use the PREMISES, or upon PREMIER’S improvements, fixtures, equipment, or other property thereon or upon PREMIER’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. PREMIER, 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. During the entire term of the AGREEMENT, PREMIER must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY’S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.).

D. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, PREMIER 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 (revenue-sharing 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 DEPARTMENT, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, PREMIER shall be responsible to pay the updated, higher rate.

The charges for late or delinquent Occupancy Tax 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 16. ASSIGNMENT, SUBLEASE, BANKRUPTCY

PREMIER 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. 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.

PREMIER may not, without prior written permission of the CITY:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

SECTION 17. BUSINESS RECORDS

PREMIER 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 DEPARTMENT, 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 DEPARTMENT'S discretion, adequate employee fidelity bonds may be required
to be maintained by PREMIER covering all its employees who handle money.

B. Cash And Record Handling Requirements:
If requested by DEPARTMENT, PREMIER 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 DEPARTMENT for approval.

PREMIER shall be required to maintain a method of accounting of the
CONCESSION which shall correctly and accurately reflect the gross receipts and
disbursements received or made by PREMIER from the operation of the
CONCESSION. 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 PREMIER or for recording PREMIER'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, PREMIER 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. PREMIER shall not purchase or install the cash register before obtaining
DEPARTMENT'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, PREMIER 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. PREMIER shall not purchase or install the computerized Point-of-Sale system, including hardware and software, before obtaining DEPARTMENT’S written approval of the specific hardware and software to be purchased.

D. Annual Statement of Gross Receipts and Expenses:
PREMIER shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations to SMG and DEPARTMENT as specified in the AGREEMENT, in a form acceptable to DEPARTMENT, 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 DEPARTMENT or his designee, provided sufficient verification of the need for the extension is provided, as accepted by DEPARTMENT. The charge for late or delinquent Profit and Loss Statements shall be One Hundred Fifty Dollars ($150.00) 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 PREMIER 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 PREMIER to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, PREMIER shall pay CITY within thirty (30) days after billing any additional revenue-sharing payments disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, PREMIER shall also pay the cost of the audit.

SECTION 18. REGULATIONS, INSPECTION, AND DIRECTIVES

A. Constitutional and Other Limits on PREMIER’S Rights to Exclusivity
Notwithstanding exclusivity granted to PREMIER by the terms of this Agreement, the City in its discretion may require PREMIER, without any reduction in rent or other valuable consideration to PREMIER, 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 DEPARTMENT 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 City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over PREMIER’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 PREMIER from CITY or DEPARTMENT and any errors or omissions therefrom shall not relieve PREMIER of its obligations to faithfully perform the conditions therein. PREMIER shall immediately comply with any written request or order submitted to it by CITY or DEPARTMENT.

D. Right of Inspection and Access to Venue
CITY and the DEPARTMENT, their authorized representatives, agents and employees shall possess and maintain the right to enter upon the PREMISES at any and all times. Said access and/or inspections may be made at any time by persons identified to PREMIER as CITY employees, or CITY authorized persons. Inspections may be made for the purpose set forth below, however, the enumerations below shall not be construed to limit CITY’S right of inspection for any purpose incidental to the rights of CITY:

1. To determine if PREMIER is complying with the terms and conditions of the AGREEMENT.

2. To observe transactions between PREMIER and patrons in order to evaluate the quality and quantities of services provided or items sold or dispensed, the courtesy extended to and method of dealing with the public, the performance and caliber of PREMIER’S employees, subcontractor employees and the methods for recording receipts.

The information gathered on these inspections may be used to evaluate PREMIER to provide a basis for an action by CITY for the termination, renewal or denial of extensions to the AGREEMENT or for any other appropriate action.

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 PREMIER.

F. Business Inclusion Program
PREMIER 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 I). PREMIER certifies that it has complied with Executive Directive No. 14 (Villaraigosa Series) regarding the Outreach Program. PREMIER shall not change any of these designated sub consultants and subcontractors, nor shall PREMIER 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, PREMIER must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit J) 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 K) and certified correct by PREMIER or its authorized representative. The completed Schedule C shall be furnished to the DEPARTMENT 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. PREMIER shall, prior to the execution of the Agreement, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that PREMIER 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. PREMIER 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, PREMIER 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
PREMIER interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by PREMIER relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. PREMIER 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 PREMIER 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 PREMIER’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 PREMIER 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. CEC Form 50 attached as Exhibit L. Responses submitted without a completed CEC Form 50, by proposers that qualify as a lobbying entity under Los Angeles Municipal Code 48.02 shall be deemed nonresponsive.

Bidder Contributions – City Charter Sections 470(c) (12)
Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c) (12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, twelve (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 bidders 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. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders 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.

SECTION 19. SURRENDER OF POSSESSION

PREMIER 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 PREMIER or CITY.

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 PREMIER. 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 PREMIER under the AGREEMENT.

SECTION 20. 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: Vicki Israel
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

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.

CITY shall provide PREMIER with written notice of any address change within thirty (30) days of the occurrence of said change.
B. To PREMIER:
The execution of any notice to PREMIER by DEPARTMENT shall be as effective for PREMIER as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to PREMIER or to any officer or responsible employee of PREMIER 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.

B. Written notices to PREMIER shall be addressed to PREMIER as follows:

SMG d.b.a. Premier Food Services Management Group, Inc.
300 Conshohocken State Rd., Suite 770
West Conshohocken, PA 19428
Attn: President

With a copy to:

SMG d.b.a. Premier Food Services Management Group, Inc.
300 Conshohocken State Rd., Suite 770
West Conshohocken, PA 19428
Attn: Counsel

And with a copy to:

SMG d.b.a. Premier Food Services Management Group, Inc.
Attention: CONCESSION MANAGER
2700 North Vermont Avenue
Los Angeles, California 90027

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

SECTION 21. 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. 3/09), Excluding PSC-34
B. Premises Map
C. Good Food Purchasing Policy Guidelines for Food Service Institutions
D. Premier’s Proposal Plan for Food and Beverage

2017 Greek Theatre F&B Concession Agreement
32
E. Premier's Investment Equipment List
F. Non-Employee Accident or Illness Report
G. Monthly Remittance Advice Form
H. Special Occurrence and Loss Report
I. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
J. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B
K. Final Subcontracting Report form, Schedule C
L. CEC Form 50
M. PREMIER/CITY Equipment list breakdown
N. Food & Beverage Event Sales 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 B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J, 12) Exhibit K, 13) Exhibit L, 14) Exhibit M, and 15) Exhibit N.

(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 PREMIER 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 the Department of Recreation and Parks

BY: [Signature]    DATE: 12-20-16
MICHAEL A. SHULL
General Manager

SMG d.b.a. Premier Food Services Management Group, Inc.

BY: [Signature]    DATE: Jan 4, 2017
Harold L. Westley
President/CEO

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

BY: ___________________________ DATE: ___________________________
Stefan Fauble
Deputy City Attorney

Business Tax Registration Certificate Number: 0858497-001-9
Internal Revenue Service Taxpayer Identification Number: 23-2511871
AGREEMENT Number: 278
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Check # 158083

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Wells Fargo Bank, NA  
wellsfargo.com,Org 075 R/T 031000503  
Philadelphia, PA  
3-50/310  

CHECK# 158083

CHECK DATE 1/4/2017  

$ ****1,400,000.00  

** Void after 90 days **  

One Million Four Hundred Thousand and 00/100------------------------- US Dollars  

PAY TO THE  
ORDER OF  

CITY OF LOS ANGELES  

Authorized Signatures