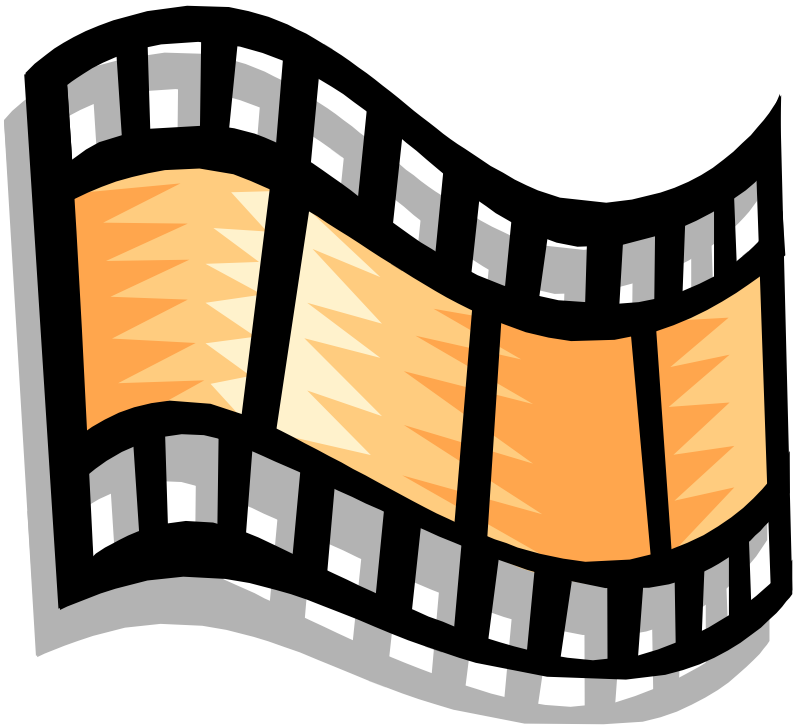
CITY OF PISMO BEACH

FILM PERMIT PROCESS
AND
APPLICATION FORM



To arrange for submittal of a Film Development Permit application, contact the Community Development Department Film Development Office at (805) 773-4658, or visit City Hall at 760 Mattie Road.

Filming Permit
Terms and Conditions

1. One-stop Approval Process: All authorization for filming in Pismo Beach and/or the issuance of necessary permits (e.g., street closure or fire permits) is coordinated and/or referred by the Film Development Office.

2. General Information: This permit is issued by the Film Development Office for the purpose of filming on City-owned, leased or controlled real property or City street. This permit does not constitute or grant permission to use or occupy property not owned, leased or controlled by the City. This permit must be in the possession of the permitee at all times while on location and is not transferable.

   Permittee shall obtain the private property owner's permission, consent, and/or lease for use of property not owned or controlled by the City.

   This permit is granted subject to the terms and conditions stated herein. Failure to comply with these terms and conditions constitutes grounds for permit revocation.

3. Fees: No permit application-processing fee is assessed for issuance of this permit. Please see Attachment A "Fees Associated With Filming in The City of Pismo Beach".

4. Insurance and Indemnification: Please see Attachment B "Insurance and Indemnification Agreement for Filming in The City of Pismo Beach".

5. Time Restrictions: In residential areas, filming is restricted to the hours of 7 a.m. to 10 p.m. Night filming between the hours of 10 p.m. and 7 a.m. must be approved in writing in advance by the Film Development Office.

6. Notice Prior to Entry: Permittee shall provide no less that 24 hours notice to the Film Development Office prior to entry by any of its officers, agents, employees, contractors or subcontractors upon City property for purposes of filming.

7. Parking: All production vehicles must be marked with visible identification at all times while on location for parking enforcement purposes.

   The procurement of adequate parking for production vehicles will be arranged through the City Public Works Department upon recommendation by the Film Development Office.

8. Pyrotechnics: During the filming of any special effect or stunt requiring the use of pyrotechnics or any other material deemed hazardous, including but not limited to, fireworks, open flames and explosives, a Fire Permit must be obtained and a Pismo Beach Fire Department representative must be physically present on the location site.

9. Street Closures: Any filming that necessitates street closures, partial street blockages, halting of traffic or obstruction of sidewalks due to the encroachment of equipment, work crews or vehicles requires the issuance of a short-term encroachment permit by the Pismo Beach Police Department.

10. Non-Interference: In performing the filming activity, permitted shall not interfere with any easement or other real property interest(s) of the City unless the City of Pismo Beach Police Department has issued a short-term encroachment permit.

11. Acknowledgment: The City of Pismo Beach shall be acknowledged in film credits for any assistance provided in making feature films, television movies or documentaries. Neither the City of Pismo Beach nor any City insignia shall be mentioned as a real location or used in the script unless authorized in writing by the Film Development Office.

12. Equal Employment Opportunity: Permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age, national origin, or physical handicap.

    The permitted shall take affirmative action to insure that applicants for employment and employees are treated during employment, without regard to their race, color, religion, ancestry, sex, sexual orientation, age, national origin, or physical handicap.

    Permittee shall make a good faith attempt to employ Pismo Beach residents and/or use Pismo Beach based services and accommodations, whenever possible during the period in which the production is being filmed in Pismo Beach.

13. Compliance With All Pertinent Laws: Permittee shall comply with all City ordinances, and State and Federal laws.

14. Alternations/Changes to City Property: Permittee shall not alter, modify, or otherwise change any City property without prior written approval of the Film Development Office or its authorized designee. Permittee shall, at its own expense, remove any alterations or modifications that it makes to City property and return the property to its original condition, reasonable wear and tear excepted, upon the expiration of the permit.

ATTACHMENT A

FEES ASSOCIATED WITH FILMING IN THE CITY OF PISMO BEACH

No permit application-processing fee is assessed for issuance of this film permit.

Film companies, whether visiting Pismo Beach, headquartered in, or operating from a permanent office in Pismo Beach are required to obtain a City of Pismo Beach business license prior to filming in the City.

A schedule of fees for City services and use of City property shall be established as part of the City's Master Fee Schedule as follows:

1. The permittee shall pay the City's costs including fringe benefits and indirect costs, in providing the services of City employees during filming activity when required while filming on City-owned property.

   1a. Police & Fire Department Costs: Costs for Police and Fire services will be computed at an overtime rate pursuant to the hourly rate per rank of officer.

   The permittee shall be required to make a fee deposit or prepay fees for officers assigned to the filming activity by the City of Pismo Beach Police and Fire Departments.

   2a. Other City Employee Costs: Costs for City employees (other than Police Officers and Fire Officers) will be computed using Pismo Beach employee job classification hourly rates (either straight time or overtime) plus fringe benefits and indirect costs as designated by the City's Master Fee Schedule.

   3a. Equipment Costs: All charges for use of any City vehicle will be computed at the actual cost incurred by the City incurred by the City.

   4a. Rental of City-Owned Property: Rental fees for City-owned facilities, parkland, and other properties owned by the City are designated by the City's Master Fee Schedule.

   All rental fees for City-owned property require advance payment.

   5a. Short-term Encroachment Permit: Any filming that necessitates street closures, partial street blockage, halting of traffic or obstruction of sidewalks die to the encroachment of equipment, work crews, or vehicles requires the issuance of short-term encroachment permit by the Police Department as mandated by the City's Master Fees Schedule.

   The encroachment permit fee is assessed as a one-time charge per production (not individual location).

5b. Any requested modification in rental fees mandated by the City's Master Fee Schedule may be recommended by the Film Development office for review of the City Manager and/or City Council when it is determined that at least one of the following exist:

(1b) The filming is for charitable, non-profit or educational purposes.

(2b) The total production budget is documented below $50,000.

(3b) The production company has permanent offices located in the City of Pismo Beach.

(4b) The schedule of filming days (not including construction or clean up) at any one City-owned facility is more than ten (10) consecutive days.

6a. All fees for City services performed in relation to the Film Permit shall be due and payable within ten (10) working days after permittee receives an invoice from City for such services. The Film Office is authorized and shall require an advance deposit in an amount that is estimated to be commensurate with actual City cost and rentals and shall reimburse itself from the deposit prior to concluding final billing or return of unused deposit.

Commonly requested services shall be charged in accordance with the City's Master Schedule of Fees as follows:

POLICE OFFICERS

Officers are assigned for Traffic control purposes only at an overtime rate for a minimum of five hours.

FIRE OFFICERS

Fire officers are assigned at an overtime rate for a minimum of four hours when stunts requiring pyrotechnics or use of other hazardous materials occurs.

PUBLIC WORKS SIGN POSTING

Public Works employees will produce and post, when necessary, "No Parking" signs to accommodate street parking for production vehicles.

BUILDING ENGINEER

When filming at City Hall or other designated City buildings, a Building Engineer is required to remain on-site during filming.

SHORT -TERM ENCROACHMENT PERMIT

This permit must be obtained when necessary for any street or sidewalk closure or encroachment.

FIRE PERMIT

This permit must be obtained when necessary for any use of special effects or stunts requiring the use of pyrotechnics or any other material deemed hazardous, including, but not limited to, fireworks, open flames or explosives.

$150.00

RENTAL OF CITY PROPERTY

A per-day charge will be assessed to utilize City owned facilities of property for each day of filming, constructing or striking the film location.

RENTAL OF CITY PROPERTIES, FACILITIES AND/OR PARKLANDS
In accordance with City's Master Fee Schedule.

City of Pismo Beach
760 Mattie Road
Pismo Beach, CA 934499
(805) 773-4657 Fax (805) 773-7006
www.pismobeach.org

Memorandum

To: TO WHOM IT MAY CONCERN

From: CITY CLERK'S OFFICE

Date: April 10, 2012

Subject: INSURANCE REQUIREMENTS FOR FILMING PERMIT

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See Attachment B – Insurance and Indemnification Agreement for Filming in the City of Pismo Beach; #4 – Insurance, (pages B-1, B-2, B-3, and B-4).

Filming applicants shall obtain an Endorsement of Insurance naming the City of Pismo Beach and its officers, employees, and volunteers as additionally insured in an amount to be determined by the City. The minimum amount shall be $1,000,000 for any event. Any insurance certificate or policy shall include the following special endorsement:

> "The City of Pismo Beach, its Councilmembers, their officers, employees, agents and volunteers are hereby declared to be additional insured within the terms of this policy and within the areas of the filming event, both as to the activities of the applicant and the event co-sponsors (if any). The insurance policy will not be cancelled without thirty (30) days written notice to the City of Pismo Beach; however, this cancellation provision shall not be construed as derogation of the duty of the applicant to furnish insurance during the entire term of the filming event. Furthermore, the City of Pismo Beach shall not be liable for the payment of any premiums or assessments on this policy."

ATTACHMENT B

INSURANCE AND INDEMNIFICATION AGREEMENT FOR FILMING IN THE CITY OF PISMO BEACH

USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTIONS AND SIMILAR ACTIVITIES

This Agreement for use of City property for film productions and similar activities, made this ____ day of_____, 20__, between the Community Development Department of the City of Pismo Beach, by and through the City's Film Development Office, (hereinafter "City"),and (hereinafter "Contractor" for the use of City property).

1. DESCRIPTION OF PREMISES

The City, by and through the Film Development Office, hereby authorizes the Contractor to conduct the activities and use the City property described in Appendix B to this Agreement. If any of the film productions or other activities of Contractor take place on property under the jurisdiction of other City departments, such film productions and other activities are subject to approval of the affected departments. Unless inconsistent with Federal or State law, the Pismo Beach Municipal Codes, or contract, said approval shall be evidenced by signing this Agreement.

2. USE OF CITY PROPERTY

Use of City property authorized by this Agreement shall be in accordance with the guidelines set forth in Appendix A to this Agreement, provided however that after providing reasonable notice to the Contractor, the City may change these guidelines if necessary to promote public safety, health or convenience.

3. USE CHANGES

Pursuant to City of Pismo Beach Master Schedule of Fees, Contractor shall pay the daily charges for its activities as detailed in Appendix A to this Agreement.

In addition, pursuant to City of Pismo Beach Master Schedule of Fees, Contractor shall fully reimburse City departments for the costs incurred by those departments in providing the use of City employees, equipment and rental facilities or rental properties.

4. INSURANCE

Contractor shall maintain throughout the term of this Agreement, at Company's expense, insurance as follows:

1. Worker's Compensation Insurance, including Employer's Liability with limits no less than $1,000,000 each accident and including U.S. Longshore and Harborworkers' Act and Jones Act coverage for employees eligible for such benefits;

2. Comprehensive or Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse and Underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability and Completed Operations;

3. Comprehensive or Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Single Limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired automobiles as applicable; and sudden and accidental pollution;

WAIVED
____/____
City Co.

4. Aircraft Liability Insurance, with limits not less than $5,000,000 each occurrence, combined single limit for bodily injury and property damage, including WAIVED coverage for passengers and operation of owned, non-owned or hired aircraft, as applicable, but such insurance shall be required only if company operates or causes to be operated any aircraft in conjunction with this Agreement;

WAIVED
____/____
City Co.

5. Watercraft Liability Insurance, with limits not less than $5,000,000 each occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired watercraft, a applicable, but such insurance shall be required only if Contractor operates or causes to be operated any watercraft in conjunction with this Agreement;

6. If Contractor intends to operate any rail vehicle or experimental vehicle, Contractor shall refer to City Manager for appropriate insurance requirement.

WAIVED
____/____
City Co.

7. Ballee's Insurance, on all risk form, appropriate to the nature of property insured, including earthquake and flood, in an amount equal to the replacement value of City personal property in the care, custody or control of Contractor, with any deductible not to exceed $5,000 each occurrence and with loss payable to City, but such insurance shall be required only if Contractor has City personal property in its care, custody or control in conjunction with this Agreement.

Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period three years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigations or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be two times the limits specified above.

Subject to City's prior written approval, Contractor may substitute a program of self-insurance for any required insurance coverage, provided that the following conditions are met:

With respect to Workers' Compensation, Contractor shall provide City a copy of a currently valid certificate of permission to self-insure, issued by the State of California Department of Industrial Relations or successor agency;

With respect to other insurance requirements, Contractor shall provide City a written description of such self-insurance program and such independently audited financial information as reasonably required by City to determine the financial solvency of such self-insured program. City shall maintain the confidential status of any propriety information.

Liability policies shall be endorsed to name as additional insureds the City of Pismo Beach, its Council, Officers, Agents, employees and members of the Commissions. All policies shall be endorsed to provide the following:

> Thirty days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Film Development Office, Pismo Beach City Hall, Pismo Beach, California.
>
> That such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurances applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

Before commencement of the term of this Agreement, certificates of insurance, in form and with insurers acceptable to City, shall be furnished to City, with complete copies of policies to City upon request. Should any of the required insurance be subject to deductibles, said deductible amounts shall be disclosed on certificates and shall be subject to City approval. Applicant shall file this with the Film Development Office not less than two (2) day prior to the filming activity, an original copy of insurance policies or an original certificate of insurance evidencing coverage in the amounts required above for review by the appropriate City department. The deadline for proof of insurance may be waived for good cause, however, filming may not begin without verification by the City of the adequacy of applicant's insurance coverage.

5. INDEMNITY

Contractor agrees to indemnify, hold harmless and defend the City of Pismo Beach, its Councilmembers and all of its officers, agents and employees from and against any and all liabilities, damages, judgments, actions, costs, claims and expenses on account of personal injury or death or damage to or loss of property arising out of or resulting form any act or omission, negligence, fault or violation of law or ordinance of Contractor of its representatives, employees, agents, subcontractors, patrons, or invites or any other person entering the facilities with implied or express permission of Contractor or its representatives in connection with the use of City property permitted under this Agreement. Contractor shall give to the City prompt and timely written notice of any claim made or suit instituted coming to its knowledge which may in any way directly or indirectly, contingently or otherwise affect either, and both shall have the right to participate in the defense of same to the extent of its own interest. Approval of insurance policies by the City shall in no way affect or change the terms and conditions of the indemnity agreement.

6. WAIVER OF SUBROGATION RIGHTS

Contractor hereby waives any and every claim which arises or may arise in its favor and against the City of Pismo Beach during the term of this Agreement or any extension or renewal hereof for any and all loss, or damage covered by valid and collectible insurance policies to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement.

7. COMPLIANCE WITH LAWS

Contractor agrees to comply with all applicable laws, ordinances and regulations adopted or established by Federal, State or local governmental agencies or bodies and with all rules and regulations pertaining to the premises that are applicable to the Contractor.

8. LICENSES AND PERMITS

Contractor agrees to pay promptly all taxes and exercise or license fees and to take out all licenses or permits for use of the premises as required by Federal, State or local laws and ordinances.

9. LOSS OF PROPERTY

Contractor agrees that it assumes the risk for any damage or theft of all materials for its event.

10. PUBLIC SAFETY

Contractor agrees to conduct its activities at all times with full regard to public safety and to observe and abide by all applicable regulations and requests for the City and of duly authorized governmental agencies responsible for public safety.

11. COPYRIGHTS

Contractor will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. The Contractor agrees to indemnify, defend and hold harmless the city from any claims or costs, including legal fees, which might arise regarding the use, or alleged use, or any such material described above

12. CITY'S RIGHT TO CANCEL

City reserves the right to cancel or terminate this Agreement upon the happening of the following conditions:

-The Contractor defaults in the payment of fees/charges/deposits
-The Contractor is in substantial breach if any of the other agreements, terms, covenants, or conditions which this Agreement requires the Contractor to perform.

13. AGREEMENT TO QUIT PREMISES

The Contractor agrees to quit the City property no later than the last time specified for moving out and further agrees to leave the premises in a condition equal to that existing at the time the Contractor began using or moving into the premises, except for reasonable wear and tear and damage resulting from cause beyond the Contractor's control.

14. REMOVAL OF PROPERTY

Contractor agrees that all materials brought by Contractor upon the City property, or area adjacent thereto, which are not the possession of the City will be removed from the premises no later than the last time specified for moving out by the Contractor. The City shall be authorized, without proper notice to Contractor, to remove at the expense of the Contractor all such materials remaining in the premises, or areas adjacent thereto, after said time. The Contractor shall be responsible for payment of storage costs for such materials and the Contractor agrees that the City shall in no way be responsible for loss, damage or claims against material removed or stored under this provision.

15. PAYMENT FOR DAMAGES

Contractor agrees to pay costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the use by the Contractor of City property or adjacent areas pursuant to this Agreement, in order to restore the premises or other parts of the City's premises affected by the event to a condition equal to that existing at the time the Contractor began to use such space or areas. The Contractor further agrees that should the City notify the Contractor or a representative of the Contractor at the premises that the City has determined that some damage has occurred, the Contractor will post an amount of money to be reasonably determined by the City, necessary to cover the cost of repairing or replacing such damage. The City may require the posting of such amount prior to the closing day of the event. The City will provide detailed bulling and accounting to Contractor when such repair or replacement is completed.

16. IMPOSSIBILITY OF PERFORMANCE

If, for any reason, an unforeseen event occurs, which is beyond the control of the City and the Contractor, including, but not limited to fire, casualty, or labor strike, which event renders impossible the fulfillment of any term of this Agreement, Contractor and the City shall have no right to nor claim for damages against the other.

17. RETENTION OF CITY'S PRIVILEGES

The waiver or failure of the City to insist upon strict and prompt performance of the covenants and agreements hereunder, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of City's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

18. NON-EXCLUSIVE RIGHT

The City shall retain the right to use or license the use of such portions of its property as may not be covered by this Agreement under circumstances that would not unreasonably interfere with Contractor's use of the property. The City also retains the right to re-enter any part of the property covered by this Agreement should such part become vacant and to determine that such unused portions may be offered for other use with receipts therefrom going to the City with an appropriate adjustment on the Contractor Use Fee.

19. CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor is, and at all times during the term of this Agreement shall be, deemed to be an independent contractor. City shall not be liable for any acts or omissions of Contractor and nothing herein contained shall be construed as creating the relationship of employee and employer between Contractor and City. Contractor shall be solely responsible for all matter relating to payment of his employees, including compliance with Social Security, withholding and payment of any and all Federal, State and Local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related assessments or contributions required by law and all other regulations governing such matters.

20. CONDUCT OF EMPLOYEES

Contractor assumes full responsibility for the conduct of his employees and the employees of his assignees and subcontractors and particularly warrants and guarantees that said employees will use safe and appropriate equipment, will be clean in appearance, will use decent language and treat the public courteously at all times.

21. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and any prior agreements, discussions or understandings, written or oral, is superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the parties to this Agreement.

22. HEADINGS

The Article and Section headings contained in this Agreement in no way define, limit or interpret the scope of this Agreement or any Article or Section hereof, but are for purposes of reference and convenience only.

23. CONSTRUCTION

Unless this Agreement specifically provides otherwise, it is to be construed in the following manner:

1. Syntax. Whenever the context of this Agreement requires, the singular shall include the plural, the plural shall include the singular, the masculine shall include the feminine and the feminine shall include the masculine.

2. Applicable Law. This Agreement shall be deemed to be made in, and shall be construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

This Agreement is deemed entered into in San Luis Obispo County, City of Pismo Beach, State of California.

_____	_____
Community Development Dept. Film Development Office	Contractor
Date: _____ 20___	Date: _____20_____
APPROVED AS TO FORM:	**ATTEST:**
_____	_____
City Attorney	City Clerk
Date: _____20_____	Date: _____20____

ATTACHMENTS:

Guidelines and Conditions of Permit
Permitted Activities on Premises

CITY OF PISMO BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
FILM DEVELOPMENT DEPARTMENT

PHOTOGRAPHY/FILMING APPLICATION/PERMIT

Date: _____ Permit No.: _____

Applicant and Company: _____

Address: _____

Telephone: _____ Local Telephone: _____

Production Title: _____

Type of Production: Feature ☐ Television ☐
Commercial ☐ Other ☐

Unit Manager Phone: _____ Production Mgr. Phone: _____

24-Hour Phone: _____ Others: _____

Location Manager Phone: _____

Local Address: _____

Location(s)	Activity	Int./Ent.

Date(s):	Between the Hours:	Film	Const	Strike

Total days in Pismo Beach: _____ Total number of persons: _____

Vehicles and Equipment					
Type	Generator	Cars	Trucks	Mtr Homes	Other:
No.					

Pyrotechnics: _____ Pyrotechnician: _____

Special Effects Permit # _____ License # _____

Police Required: ☐ Fire Required: ☐ Other Required: ☐

Approvals: Police: _____ Fire: _____ Other: _____

Other Provisions: _____ Attachments:_____

Insurance Company: _____ Exp. Date: _____

On behalf of myself, and any agents, employees and contractors, affiliated with the _____ company, I agree to comply with the Pismo Beach Filming Activities Ordinance and to all the attached Filming Permit Terms and Conditions, including the Insurance and Indemnification Agreement. I have attached additional information as required.

By: _____ Date: _____

Title:_____

FOR OFFICE USE ONLY. DO NOT WRITE BELOW THIS LINE.

INSURANCE ON FILE WITH PISMO BEACH FILM OFFICE	☐ YES	☐ NO
SHORT-TERM ENCROACHMENT PERMIT NEEDED	☐ YES	☐ NO
FIRE PERMIT NEEDED	☐ YES	☐ NO
CONDITIONS OF APPROVAL	☐ YES	☐ NO

FILM PERMIT ☐ APPROVED ☐ DENIED

If denied state reason: _____

Other remarks: _____

This permit is effective _____ and expires _____

and is **NOT** transferable.

This permit must be canceled by _____ or permitted will charge approximately _____ for personnel costs.

AUTHORIZED BY: _____ DATE: _____20___

City of Pismo Beach
Film Development Office

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of or in any way connected with the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permitted of the rights hereby permitted, except those arising out of the sole negligence of City.

City shall have the privilege of inspecting the premises covered by this permit at any or all times.

This permit shall not be assigned.

City may terminate this permit at any time if permitted fails to perform any covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permitted, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City.

No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age national origin or physical handicap.

Permittee agrees to comply with the terms and conditions contained in the attached Exhibit(s), which terms and conditions are by this reference made a part thereof.

The permittee hereby agrees to comply with all the rules and regulations of the facility or institution subject to this permit.

Permit must by kept on-site at all times.