

# Cirque premises

Date Printed: 15 August 2013



**Legend**

- Fire Stations**
  - LAND
  - WATER
  - LAND AND WATE
- Police Stations**
  - CHP, LAND
  - LAPD, LAND
  - LAPPD, LAND
  - LAPPD, LAND AN
  - LAPPD, WATER
  - LASO, LAND
  - LBPD, LAND; Oth
- Hospital Points**
- Lighthouses**
- Airport Points - Th**
- Public Airports He**
- Museums**
- Libraries**
- Post Offices**
- School Points**
  - College/University
  - Elementary School
  - High School / Midd
- Special Interest P**
  - Beach
  - Boat Launch
  - Bus Terminal
  - Campground (Pub
  - City Hall
  - Hotel



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



SCALE 1: 4,959  
0 826.5 Feet

Projection: WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

Transmittal 1

**CITY OF LOS ANGELES HARBOR DEPARTMENT  
PORT OF LOS ANGELES  
TEMPORARY ENTRY AND USE PERMIT**

**NO. 1384**

The Executive Director of the Los Angeles Harbor Department (hereinafter called "Harbor Department", "LAHD" or "City") hereby grants a license as set forth in this temporary entry and use permit ("Agreement" or "Permit") to:

**NAME: CIRQUE DU SOLEIL AMERICA, INC., A DELAWARE CORPORATION**

**ADDRESS: 980 KELLY JOHNSON DRIVE, LAS VEGAS, NV 89119**

**CONTACT PERSON: Yannick Spierkel, V.P. - Touring Shows**

**TELEPHONE NUMBER: 514-723-7646**

(hereinafter called "Permittee") to occupy and use the property (hereinafter called "Premises") within the Harbor District described as Parcel 1, Parcel 2 and Parcel 3 (as depicted in Exhibit A) subject to the terms and conditions contained in this Permit.

1. **USE:** Permittee shall have the non-exclusive right to use the Premises for the construction, maintenance, and operation of a temporary live entertainment facility for the presentation of its show entitled TOTEM ("Show"), and other ancillary activities related thereto, including parking and the following:
  - a. Preparation for the set up and installation of Permittee's equipment including, and not limited to, drilling between one thousand (1,000) and one thousand two hundred (1,200) holes measuring an average of five feet (5') deep by two inches (2") in diameter of the Premises;
  - b. Installation of Permittee's equipment on the Premises for the presentation of the Show, including, without restriction, tents, signs, fences, generators, lighting equipment and the scope of work submitted by Permittee to City, subject to review and approval by the Chief Harbor Engineer, and Permittee making all required modifications and corrections.
  - c. Set-up and Operation of:
    - (i) Ticket box office for the sale of Show tickets;
    - (ii) Sanitary restroom facilities, educational facilities, office trailers and kitchen facilities for the use of Permittee's staff;
    - (iii) Food stands or restaurants on the Premises for the sale and consumption of non-alcoholic beverages, beer, wine, alcoholic cocktails and food;

- (iv) Concession stands for the sale of merchandising products; and
- (v) Premises Promotional events by Permittee or Permittee's Sponsors and partners as further described in this Permit.

All Permittee's vehicles and other vehicles required by Permittee in connection with the Show shall, at all times during the term of this Permit, be provided with access to the Premises, and have the right to circulate and park freely on it except that Permittee shall make provisions to allow City to perform work upon the wharves at any time during the term of this Permit. Permittee shall, at all times coordinate with City to keep the lanes to the wharves free and clear for passage of City's employees and forces, with access through 20-foot rolling gates being available.

All activities and rights described in Sections (a) to (c) shall be collectively referred to as "Permitted Use" and the Premises shall not be used for any other use by the Permittee without the prior written consent of Executive Director which approval may be withheld by City in its sole and absolute discretion. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Permittee to be or remain, on the Premises, and Permittee shall prevent any such material or matter from being or accumulating upon the Premises. Permittee further agrees not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the Premises or any structure erected thereon provided however that Permittee has been informed by City of such prohibition in the insurance coverage.

- 2. **TERM:** Permittee may use the Premises pursuant to this Permit commencing on September 1, 2013 and expiring on November 30, 2013 ("Occupation Period" or "Term").
- 3. **COMPENSATION:** For using the Premises pursuant to this Permit compensation consisting of a base fee or percentage parking revenues as follows ("Compensation"):
  - (i) Permittee shall pay to City for the use of the Premises during the Term of this Agreement Two Hundred Thousand U.S. Dollars (US\$200,000.00) ("Base Fee"); or, if greater
  - (ii) An amount equaling eighty percent (80%) of all Net Parking Revenues (For the purpose of this Permit, the "Net Parking Revenues" shall mean all revenues received by Permittee from the operation of the parking facilities, excluding VIP Parking, less any local taxes paid for parking operations) ("Percentage Parking Revenues").
- a. Permittee shall pay the following amounts on the dates set forth below:
  - (i) 50% of the Base Fee, which is One Hundred Thousand U.S. Dollars (US\$100,000) on or before September 1, 2013;
  - (ii) 50% of the Base Fee, which is One Hundred Thousand U.S. Dollars (US\$100,000) on or before October 1, 2013; and

- (iii) In the event that the Percentage Parking Revenues exceed the Base Fee, Permittee shall pay the remaining portion of the Compensation to City on or before December 15, 2013.
  - b. Not later than seven (7) days after the last performance of the Show at the Premises, or November 15, 2013, whichever is later, Permittee shall deliver to the City a final statement stating the total amount of Net Parking Revenues collected by Permittee during the Term of this Agreement, or the Occupation Period.
  - c. No Right of Set-Off. Notwithstanding any other provision of this Permit, Permittee's obligation to pay all Compensation shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, any set-off, counterclaim, recoupment, defense or other right or claim which Permittee may have against City.
  - d. Place of Payment. Permittee shall render its payments to City of Los Angeles Harbor Department, P.O. Box 514300, Los Angeles, CA 90051-4300 or any other place that City from time to time may designate in writing. Payment shall be made in U.S. Dollars, either in the form of a check (drawn on a bank located in the State of California) or via electronically transmitted funds. Compensation is to be paid only by Permittee. Notwithstanding the foregoing, acceptance of Compensation paid by any entity or person other than Permittee shall not create any rights under this Permit for the entity or person making the Compensation payment.
  - e. Holdover. Should Permittee remain in possession of all or any part of the Premises after the expiration of this Permit, with or without the express or implied consent of City, such occupancy shall be considered to be a "holdover" from day to day only, and not a renewal of this Agreement nor an extension for any further term, and in such case, compensation or other monetary sums due hereunder for such expired Premises shall be paid by Permittee in the amount of \$4,000 a day. Subject to the receipt of such amount by City, City hereby waives its right to claim any damage, cost or expense from Permittee's holder-over of the Premises.
  - f. Compensation. All amounts payable by Permittee to City under this Permit during the Term of this Permit and any holdover period shall be deemed to be Compensation.
4. **SUITABILITY:** Permittee has inspected the Premises and agrees that they are suitable for the uses permitted herein. Permittee agrees that no officer or employee of City has made any representation of warranty with respect to the Premises, except as described in writing and contained herein or attached hereto as an addendum.

The Parties acknowledge that the Premises contain soil contaminated by hazardous materials including heavy metals. Permittee shall have no financial or legal

responsibility of any kind whatsoever for any such pre-existing contamination present on the Premises prior to its occupancy.

5. **AGENCY REQUIREMENTS:** Any and all requirements, including, but not limited to securing a Harbor Department Engineering Permit for structural work upon the Premises, and any other procedures, equipment, training, permits, etc. required by the Fire Department, Department of Building and Safety, South Coast Air Quality Management District, Regional Water Quality Control Board, U.S. Coast Guard, Environmental Protection Agency, or any other agency in connection with Permittee's use of the Premises pursuant to this Permit shall be Permittee's responsibility, and at Permittee's sole expense.
6. **SANITATION:** Permittee shall at all times during the Term maintain the Premises in a safe, sanitary, and sightly condition under all applicable laws and regulations, and to the satisfaction of Executive Director. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted by Permittee to be or remain, and Permittee shall prevent any such material or matter from being or accumulating upon said Premises.
7. **INSPECTION:** Subject to Permittee's security requirements, Executive Director and/or her representatives shall have the right to enter upon the Premises and improvements constructed by Permittee at all reasonable times for the purpose of determining compliance with the terms and conditions of this Permit or for any other purpose incidental to the rights of City, provided, however, that City's access to the Premises does not compromise in any way any of Permittee's activities unless in the event of an emergency. This right of inspection imposes no obligation upon City to make inspections nor liability for failure to make such inspections. By reserving the right of inspection, City assumes no responsibility or liability for loss or damages to the property of Permittee or property under the control of Permittee, whether caused by fire, water or other causes unless caused by the sole negligence or willful misconduct of City, its boards, offices, agents and employees and any other representative acting on its behalf. City assumes no responsibility for any shortages of cargo handled by Permittee.
8. **REMOVAL OF PROPERTY:** Upon the termination of this Permit other than by forfeiture, Permittee shall quit and surrender possession of the Premises to City and shall, without cost to City, remove any and all its property, and restore the Premises to the same or as good condition, ordinary wear and tear and damage from casualty excepted, as the same were in at the time of the first occupancy thereof by Permittee.
9. **TIDELANDS ACT:** This Permit is subject to the limitations, conditions, restrictions and reservations of the Tidelands Act, Stats. 1929, Ch. 651, as amended, and the Charter of City relating to such lands, including particularly Article VI. Permittee agrees to use the Premises only in any such manner as will be consistent therewith.
10. **MARITIME ACT:** Permittee shall not use the Premises or furnish any facilities or services thereon for or in connection with a common carrier by water as that term as

defined in the Shipping Act, 1984, as amended, unless and until this permit has been submitted to the Federal Maritime Commission and has either been approved or determined not to be subject to said Act.

11. **NO CONSTRUCTION:** Except as specifically stated in Subsections 1(a), 1(b), and 1(c). Permittee shall not construct on or alter the Premises, including a change in the grade.
12. **INDEMNIFICATION:** Except as may arise from the sole negligence or willful misconduct of City, Permittee shall at all times relieve, indemnify, protect and save harmless City and any and all of its boards, officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), for death of or injury to persons, or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties that may arise from or be caused directly or indirectly by:
  - (a) Any dangerous, hazardous, unsafe or defective condition of, in or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Permittee, its officers, agents, employees, sublessees, licensees or invitees;
  - (b) Any operation conducted upon or any use or occupation of the Premises by Permittee, its officers, agents, employees, sublessees, licensees or invitees under or pursuant to the provisions of this Agreement or otherwise;
  - (c) Any act, error, omission, willful misconduct or negligence of Permittee, its officers, agents, employees, sublessees, licensees or invitees, regardless of whether any act, omission or negligence of City, its officers, agents or employees contributed thereto;
  - (d) Any failure of Permittee, its officers, agents or employees to comply with any of the terms or conditions of this Agreement or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; or
  - (e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in subsections (a) through (d) above, existing or conducted upon or arising from the use or occupation by Permittee or its invitees on any other Premises within the "Harbor District," as defined in City's Charter.

Permittee also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department, including but not limited to damage to or loss of City property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in subdivisions (a), (b), (c), (d) and (e) above. The term "persons" as used in herein shall include, but not be limited to, officers and employees of Permittee.

13. **INSURANCE:** Permittee shall procure and maintain at its expense and keep in force at all times during the term of this permit commercial general liability insurance, including contractual liability, auto liability and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Permittee's normal limits of liability, but not less than One Million Dollars (\$1,000,000) for injury or death to one person and One Million Dollars (\$1,000,000) for injury or death to more than one person arising out of each accident or occurrence and One Million Dollars (\$1,000,000) for property damage for each accident or occurrence. Said limits shall provide first dollar coverage and the insurance provided shall provide that any other insurance maintained by the Department shall be excess of Permittee's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Where Permittee operates watercraft, liability coverage for such craft must be provided as above. Where Permittee provides or dispenses alcoholic beverages, coverage shall be provided as above.

The submitted policy shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all operations, uses, occupations, acts and activities of the insured under this Permit, and under any amendments, modifications, extensions or renewals of said permit regardless of whether such operations, uses, occupations, acts and activities occur on the Premises or elsewhere within the Harbor District.

"The policy to which this endorsement is attached shall provide a ten (10) days' prior written notice of cancellation for nonpayment of premium, and a thirty (30) days' prior written notice of cancellation for any other reasons to the Harbor Department's Risk Manager;

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

Acceptable Evidence and Approval of Insurance. Electronic submission is the required method of submitting Permittee's insurance documents. Track4LA<sup>®</sup> 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 primarily 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 advantages of Track4LA<sup>®</sup> include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Permittee's insurance broker or agent shall obtain access to Track4LA<sup>®</sup> at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Permittee's behalf.

14. **SIGNS:** Permittee shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind that are visible from the outside of the Premises without first obtaining the written consent of Executive Director. Permittee shall post, erect and maintain on the Premises such signs as Executive Director may direct.
15. **COMPLIANCE WITH LAWS:** Permittee shall comply with all applicable laws, ordinances, and regulations. In addition, Permittee shall comply immediately with any and all directives issued by Executive Director or her authorized representative under authority of any such law, ordinance or regulation. This Permit shall be construed in accordance with California law.
16. **UTILITIES:** Unless otherwise provided for herein, Permittee shall pay all charges for services furnished to the Premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light, and janitorial services, and pay all deposits, connection fees, charges, and meter rentals required by the supplier of any such service, including City.
17. **CONFLICT OF INTEREST:** It is understood and agreed that the parties to this Permit have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Permit. Notwithstanding any other provision of this Permit, it is further understood and agreed that if such a financial interest does exist, Executive Director may immediately terminate this Permit by giving Permittee written notice thereof. Termination pursuant to this section shall not be termination by forfeiture.
18. **BUSINESS TAX REGISTRATION CERTIFICATION:** Permittee represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and

following, of the Los Angeles Municipal Code). The Permittee will provide the Director of Harbor Department's Real Estate Division evidence that said Certificate has been obtained. The Permittee shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

19. **PERMITTEE IS A LICENSEE:** Permittee understands and agrees that in consideration of the charge for the permitted use of the Premises described in this Permit, Permittee has the interest only of a licensee and has no other interest in the Premises.
20. **AFFIRMATIVE ACTION:** Permittee agrees not to discriminate in its employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age or physical handicap. All subcontracts awarded under or pursuant to this Permit shall contain this provision.
21. **SOIL BORINGS:**
  - a. Groundwater and soil in the project vicinity may be impacted with hydrocarbons and heavy metals. Concentrations of these contaminants at some locations could potentially render soil and groundwater as hazardous waste. The only activity expected to result in the disturbance of potentially contaminated soil and/or groundwater is the installation of stakes to anchor tents. This activity would require pre-drilling approximately 1,000 to 1,200 holes, each up to an average of five feet (5') deep by two inches (2") in diameter. To minimize the potential exposure of onsite construction workers during this ground disturbance, the Permittee is required to use a contractor with hazardous materials licensing and workers trained in accordance with the Cal-OSHA HAZWOPER standard. Cuttings and waste products will be stored and disposed of in accordance with existing laws and regulations. The intensity of the ground disturbing activity would not amount to a significant exposure to surrounding receptors. The ground penetrations will be sealed with slurry or other suitable material subsequent to removal of the tent anchors, to prevent runoff infiltration and impact to movement of soil and groundwater contamination that may exist beneath the site.
  - b. Activities involving the disturbance of soil and/or groundwater shall be performed by a contractor with a hazardous substance removal and remedial actions certification through the Contractor's State Licensing Board ("CSLB").
  - c. All cuttings and waste products generated from the borings must be placed in 55 gallon DOT-approved drums, sealed and properly labeled. The drums should be secured until the samples are analyzed and a determination can be made for their disposal, LAHD will be responsible for the characterization and disposal of the waste products.

- d. The Los Angeles Harbor Department's Director of Environmental Management shall be notified of all observances or occurrences of soil and/or groundwater contamination immediately.
22. **RECYCLING:** The Los Angeles Harbor Department requires that a recycling program be implemented on site for the duration of the Occupation Period.
23. **PORTABLE DIESEL GENERATORS:** The storage of diesel fuel shall be in compliance with the Aboveground Petroleum Storage Act ("APSA"), codified in the California Health and Safety Code, Section 25270. In accordance with the act, the Permittee shall be required to implement a Spill Prevention, Countermeasure, and Control ("SPCC") Plan approved by the City of Los Angeles Fire Department. Additionally, the equipment must be registered under the California Air Resources Board ("CARB") Portable Equipment Registration Program ("PERP") and comply with the Portable Engine Airborne Toxic Control Measure ("ATCM"). Documentation of compliance with the aforementioned regulations will be provided to the LAHD by the Permittee prior to any construction or operations.
24. **CONCESSIONS:** The Permittee will be required to prepare and implement Best Management Practices ("BMPs") in consultation with LAHD. The BMPs shall include practices for the following operations: pavement cleaning, litter control, equipment cleaning, grease handling, waste disposal, spill clean-up, and employee training. Waste cooking oil must be collected and containerized onsite, and be lawfully disposed of offsite. The Permittee is prohibited from discharging waste generated from food operations into any storm drains. The Permittee will consult with the City of Los Angeles, Industrial Wastewater Management Division, regarding sewer discharges and permits.
25. **PARKING:** The Permittee shall prepare and implement a parking management plan and procure a Special Event Permit in consultation with the LAHD. The parking management plan would include provisions for offsite overflow parking and bus service, providing parking attendants during events, and emergency access and egress.
26. **TRAFFIC:** Prior to the commencement of operations, the Permittee shall be required to implement a traffic management plan and procure a Special Events Permit in consultation with the City.
27. **SPONSORS:**
- a. City acknowledges and agrees that Permittee shall, at all times throughout the Occupation Period, have the right to sell, use or display any goods or products on the Premises and to grant to third parties the exclusive right to sell, use or display any goods or products on the Premises. Permittee shall, at all times and without restriction, have the right to promote, advertise and display anywhere on the Premises during the Occupation Period: (i) the goods and products and the name and logo of any third party with whom Permittee has entered into any agreement relating to the sale and use of

such products by Permittee on or from the Premises; (ii) the goods and products and the name and logo of any sponsor of the Show; and (iii) the name and logo of any charity organization with which Permittee is associated.

- b. City acknowledges that, on the date of the execution of the Permit, Permittee has entered into agreements with the sponsors listed below ("Permittee Sponsors"). City represents and warrants to Permittee that the activities of such Permittee Sponsors do not compromise the marketing activities of the sponsoring partners of City and that such Permittee Sponsors can be advertised and their products can be used, advertised, displayed and/or sold on the Premises. Permittee can, from time to time after the execution of the Permit and at its own discretion, change or add one or more Permittee Sponsors and change the rights and benefits granted to them.
- c. City represents and warrants to Permittee that City has not and will not enter into any exclusivity agreement, including for the provision of catering, alcohol, security or any other on-site services, or sponsorship agreements concerning the Premises during the Occupation Period.
- d. The Permittee Sponsors are the following:
  - Presenting: Visa
  - Official Sponsors: Infiniti, CGI, Xerox
  - Official Suppliers: MAC, SPG Starwood Preferred Guests

**28. RESTORATION OF PREMISES:**

- a. On the last day of the Occupation Period, a duly authorized representative of City and of Permittee shall together inspect the Premises to evaluate its state.
- b. If City is satisfied with the return condition of the Premises, City agrees to sign the release form attached as Exhibit B ("Release") hereto. After such inspection if City is not satisfied with the return condition of the Premises, both representatives shall, establish in writing a list of any repair to be done by Permittee, the time schedule to perform such work, the inspection date of such work and complete the inspection form attached hereto as Exhibit C ("Inspection Form").
- c. In the event that Permittee is entitled to leave the work it has performed on the Premises, City acknowledges that Permittee makes no warranty in respect of any work carried out by Permittee and remaining at the Premises after the Occupation Period and that Permittee will not be liable to City or any party whatsoever for any actions, claims, demands and losses of every kind resulting from any accident, theft, damage, loss, death, injury, cost or expense resulting directly or indirectly from the retention and/or use of the same.

29. MISCELLANEOUS:

- a. The Permittee is prohibited from conducting any activity or storing any materials within 20 feet of the air monitoring station situated at the southern end of wharf associated with Berths 45 to 47 (see attached figure). The air monitoring station collects data that are critical to tracking air quality improvements in the San Pedro Bay that may be attributed to the Clean Air Action Plan ("CAAP"). The Permittee shall notify LAHD of any changes to the site layout, and specifically of any changes to the location of diesel generators, which are currently sited roughly 400 feet north-northwest of the air monitoring station.
  
- b. All necessary precautions shall be taken to prevent trash from entering the storm drain system. A map indicating the location of catch basins on the Show site shall be provided to the Permittee by the LAHD. It shall be the responsibility of the Permittee to coordinate with LAHD's Director of Environmental Management to ensure that all catch basins on the Show site are covered prior to the presentation of the Show or any substantial preparation of the site for the presentation Show. Catch basin covers shall not present a hazard to health or property during the presentation of the Show. Adequate trash receptacles shall be provided by the Permittee during the presentation of the Show. It shall be the responsibility of the Permittee to ensure that the site is properly cleared of all trash, debris, and waste following the presentation of the Show. The Permittee will also ensure that catch basin covers are removed from catch basins once the presentation of the Show and site clean-up has been completed.

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The undersigned Permittee hereby accepts the foregoing Permit and agrees to abide and be bound by and to observe each and every of the terms and conditions thereof and excluding those marked as being deleted.

Dated: \_\_\_\_\_

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

By \_\_\_\_\_  
Executive Director

CIRQUE DU SOLEIL AMERICA, INC.,  
a Delaware corporation

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Signature

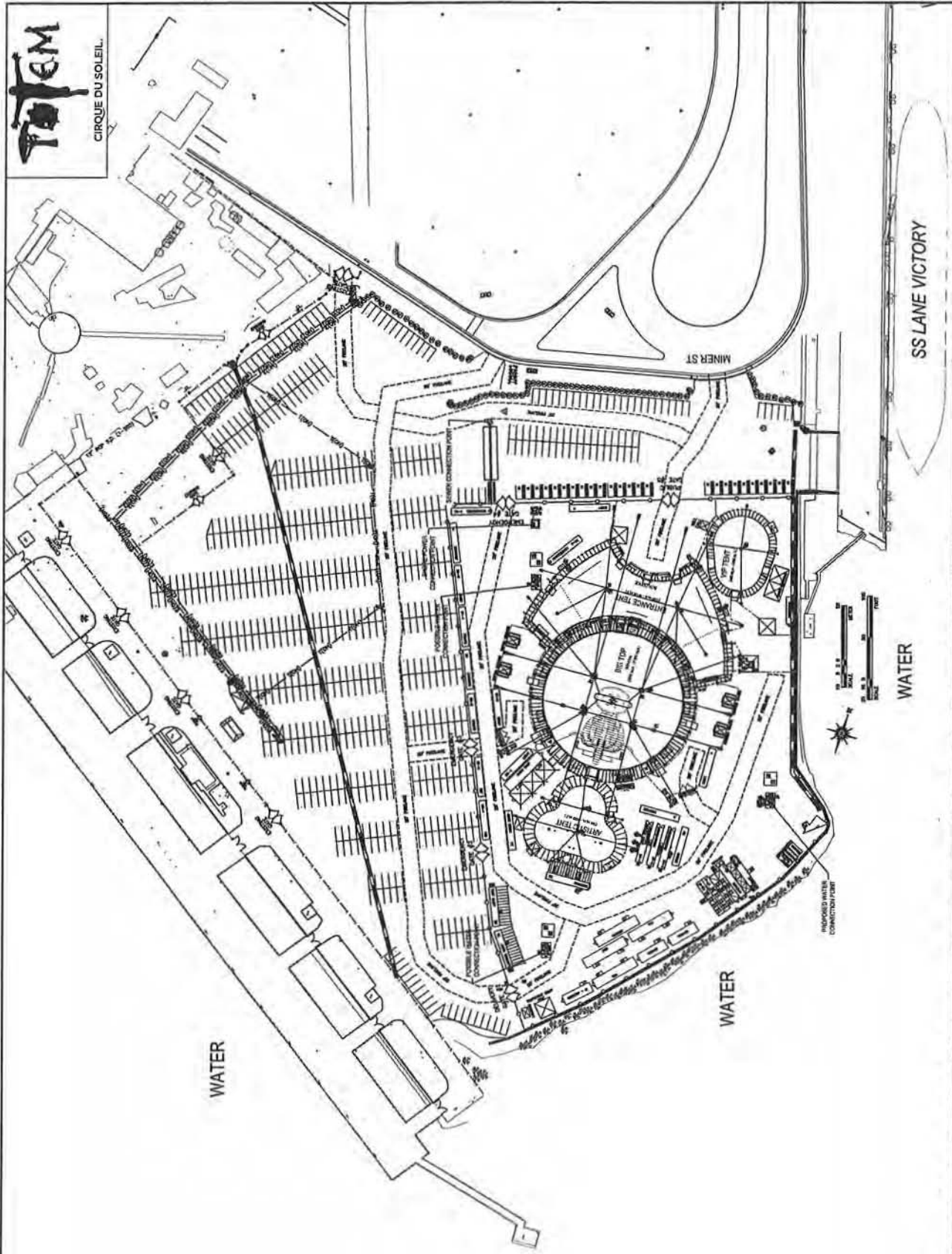
YANNICK SPIERKEL  
Vice President – Touring Shows

APPROVED AS TO FORM

\_\_\_\_\_, 2013  
MICHAEL N. FEUER  
City Attorney

By: \_\_\_\_\_

TEUP 1384:mmm



	PRELIMINARY	PROJECT <b>TOTEM INFRA NA 2013</b>	REVISIONS HISTORY	GENERAL VIEW SITE LAYOUT WITH PARKING LAYOUT	DRAWN BY M. CHAMONNEAU	DATE 2013/07/27	SHEET NO. <b>D</b>	PROJECT NO. CB-PL-Box-10109_V1	DRAWING NO. PL-Box-Y-01.1	00
	PERIOD	PROJECT	NO. OF SHEETS 11	DATE OF ISSUE 2013/07/27	CHECKED BY M. CHAMONNEAU	DATE 2013/07/27	SCALE 1:1000	PROJECT NO. CB-PL-Box-10109_V1	DRAWING NO. PL-Box-Y-01.1	00

Exhibit A

**EXHIBIT B**

**RELEASE**

I, the undersigned, a duly authorized representative of the City of Los Angeles Harbor Department ("**City**"), acknowledge having inspected the premises ("**Premises**") licensed to Cirque du Soleil America, Inc. ("**Permittee**") according to the permit between City and Permittee dated \_\_\_\_\_ ("**Permit**") and declare that the Premises has been returned to City by Permittee in a satisfactory condition in accordance with the terms and conditions of the Permit. Therefore, City hereby waives all claims it may have against the Permittee with respect to the return condition of the Premises.

SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

\_\_\_\_\_

Name: \_\_\_\_\_

EXHIBIT C

INSPECTION FORM

On \_\_\_\_\_ ("**Inspection**") a duly authorized representative of the City of Los Angeles Harbor Department ("**City**") and of Cirque du Soleil America, Inc. ("**Permittee**"), acknowledge having inspected the premises (the "**Premises**") licensed to Permittee according to the permit between City and Permittee dated \_\_\_\_\_ (the "**Permit**").

Further to the Inspection, the following deficiencies where identified ("**Deficiencies**"):

1. Description: \_\_\_\_\_  
Remedial work: \_\_\_\_\_
2. Description: \_\_\_\_\_  
Remedial work: \_\_\_\_\_
3. Description: \_\_\_\_\_  
Remedial work: \_\_\_\_\_
4. Description: \_\_\_\_\_  
Remedial work: \_\_\_\_\_

(add a page if necessary)

Remedial works by Permittee are scheduled to occur:

From: \_\_\_\_\_ Until: \_\_\_\_\_

Contractor details:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Cell: \_\_\_\_\_

Office Phone: \_\_\_\_\_