

Annenberg Community Beach House

AT SANTA MONICA STATE BEACH

415 Pacific Coast Hwy, Santa Monica, CA 90402
Phone: (310) 458-4934 7 Fax: (310) 393-7841

OWASP Foundation
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Pending Permit #5
REVISED October 2019

Charges	Deposits	Total Payments	Balance
\$43,500.00	\$20,750.00	\$0	\$22,750.00

RESERVATIONS					
Event	Resource	Center			
AppSec 2020 Meeting Attendance: 200	<i>Multiple Resources Requested</i>	Annenberg Community Beach House 415 Pacific Coast Hwy, Santa Monica, CA, US 90402			
Resource	Day	Date	Begins	Duration	Ends
Event House - ENTIRE	Tuesday	Jan 21,2020	8AM	9 hours	5PM
Marion Davies GH 1 st Floor & Garden	Tuesday	Jan 21,2020	8AM	9 hours	5PM
Pool Deck - LOAD IN	Wednesday	Jan 22, 2020	8AM	9 hours	5PM
Marion Davies GH 1 st Floor & Garden	Wednesday	Jan 22, 2020	8AM	9 hours	5PM
Event House - ENTIRE	Wednesday	Jan 22, 2020	8AM	9 hours	5PM
Marion Davies GH - ENTIRE	Thursday	Jan 23,2020	8AM	9 hours	5PM
Event House - ENTIRE	Thursday	Jan 23,2020	8AM	9 hours	5PM
Pool House - ENTIRE	Thursday	Jan 23,2020	8AM	9 hours	5PM
Pool Deck	Thursday	Jan 23, 2020	6PM	4 hours	10PM
Pool House - ENTIRE	Friday	Jan 24,2020	8AM	9 hours	5PM
Marion Davies GH 1 st Floor & Garden	Friday	Jan 24, 2020	8AM	9 hours	5PM
Event House - ENTIRE	Friday	Jan 24, 2020	8AM	9 hours	5PM

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Day	Load-In	Load-Out
Tuesday, Jan 21, 2020	7:00 AM	5:00 PM
Wednesday, Jan 22, 2020	7:00 AM	5:00 PM
Thursday, Jan 23, 2020	7:00 AM	10:00 PM
Friday, Jan 24, 2020	7:00 AM	4:00 PM

CHARGES TUESDAY Jan 21,2020			
Description	Rack Rate	Charge	
Event House 8m-5pm NP discount applied	\$3,600.00	\$2,700.00	
Guest House 1 st Floor 8m-5pm	\$3,000.00	\$3,000.00	

CHARGES Wednesday Jan 22,2020			
Description	Rack Rate	Charge	
Event House 8m-5pm	\$3,600.00	\$3,600.00	
Guest House 1 st Floor 8m-5pm	\$3,000.00	\$3,000.00	
Pool & Pool Deck 8am - 5pm NP discount applied	\$4,000.00	\$3,000.00	

CHARGES Thursday Jan 23,2020			
Description	Rack Rate	Charge	
Event House 8m-5pm	\$3,600.00	\$3,600.00	
Entire Pool House 8am - 5pm NP Discount applied	\$6,000.00	\$4,500.00	
Entire Guest House 8m-5pm	\$5,000.00	\$5,000.00	
Entire Pool House 6-10pm	\$4,000.00	\$4,000.00	

CHARGES FRIDAY Jan 24,2020			
Description	Rack Rate	Charge	
Event House 8m-5pm	\$3,600.00	\$3,600.00	
Guest House 1 st Floor 8m-5pm	\$3,000.00	\$3,000.00	
Entire Pool House 8am - 5pm NP Discount applied	\$6,000.00	\$4,500.00	

Payment Schedule for Balance of \$43,500.00			
Due Date	Amount Due	Amount Paid	Balance
21 April 2019	\$43,500.00	\$20,750.00	\$22,750.00
20 December 2019	\$22,750.00		\$22,750.00
		Current Balance	\$22,750.00

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CUSTOM QUESTIONS

Question	Answer
Catering	Approved caterer
Certificate of Insurance	Provided by Client
Parking	TBD - \$8 each. Hosted or guests park & pay
Parking Ambassador	Yes - \$88.00 (est)
Security Attendant	Yes - \$18.95/hr per guard. 4-hr min; # TBD
Venue Coordinator	Kali Harrison plus multiple staff

PERMIT TERMS AND CONDITIONS

1. PAYMENT

Permittee agrees to pay to the City the event charges for the facilities in accordance with the following payment schedule:

A. A Deposit of TWENTY THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$20,750.00) and the signed permit are due by 31 October 2019. The initial deposit is non-refundable after thirty (30) days of receipt. Please refer to section 3 for cancellation and termination policy.

If event is permitted within thirty (30) days of event date, all facility charges must be paid in full and are non-refundable.

B. Estimated facility charges, pre-paid parking fees, and other service fees in the amount of Type Dollar Amount Dollars (\$TBD) set forth in Permit are due by 20 December 2019. Charges for required security guard will be billed directly by the City's Contractor. The estimated charges are \$75.80 per guard with a 4-hour minimum.

D. Additional Fees for additional services, fixtures and materials are due within ten (10) calendar days from the date of the City's invoice.

Permittee acknowledges the Estimated Total Facility Charge of rental and prepaid parking payment is merely an estimate and actual costs may vary and that Permittee may be liable for additional fees for further services, fixtures and materials beyond those categories of items specified in the Invoice. Permittee agrees to pay the Additional Fees in accordance with this Permit.

The City of Santa Monica accepts checks, money orders, cashier's checks and Visa, American Express, MasterCard and Discover as forms of payment. Credit card payments may be made by contacting the Beach House Analyst at 310-458-2201 x 5144.

Checks, money orders and cashier's checks should be made payable to the City of Santa Monica and mailed to:
Annenberg Community Beach House
415 Pacific Coast Highway
Santa Monica, CA 90402

The Event Services Administrator may require Permittee to pay with certified or cashier's check. All sums due and owing to City under this Permit for more than thirty (30) days from the date payment is required to be made shall bear interest at the rate of 7% per annum from the date payment is required to be made until the date of payment.

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2. USE CLAUSE

Permittee shall use the facility only for the specified activity set forth in the Permit and for no other purpose. Permittee shall comply with all provisions of this Permit and the Facility Use Regulations attached hereto as Exhibit A and incorporated herein by reference. In addition, Permittee shall comply with all applicable federal, state, county or municipal law, statute, ordinance and regulations.

3. CANCELLATION AND TERMINATION

A. Permittee must notify the Events Services Administrator in writing of any cancellation of the Event. In the event of any cancellation, Permittee and the City recognize that it would be impracticable or extremely difficult to fix the actual damages resulting from a cancellation by Permittee of the Event covered by this Permit. Permittee and the City agree that the following schedule is a reasonable estimation of the City's damages if Permittee cancels the Event covered by this Permit, and Permittee agrees to pay the City that amount as liquidated damages and not as a penalty.

* Within thirty (30) calendar days of receipt of deposit, 50% of the deposit paid will be refunded to Permittee.

* After thirty (30) days of receipt of deposit, all fees will be nonrefundable and will be held by the City.

* The City reserves the right to cancel the Event if the Total Facility Charge is not paid within thirty (30) days prior to the Event or if signed permit is not received within five (5) business days of receipt of deposit. The City may release the space held and retain any payments received and is not obligated to pay interest on any such charge.

* If the Permittee reserves multiple spaces and cancels any or all permitted spaces thirty (30) days after receipt of deposit, the full amount of the facility charge is due and any payments non-refundable.

B. If the City is forced to cancel the Event due to occurrences beyond City's control or force majeure or any other unforeseen circumstances that require cancellation, the City will refund all monies paid to the City for said event and will exercise best efforts to reschedule.

C. If the City, in its sole discretion, determines that Permittee has failed to comply with any provision of this Permit or Facilities Use Regulations attached hereto, the City may terminate this Permit immediately and shall retain any payments received.

4. INSURANCE

Permittee shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

A. Prior to Permit being granted, Permittee shall procure/maintain a Commercial General Liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence. The policy must provide coverage for participant liability. Events with attendance in excess of 100 persons will be required to provide Commercial General Liability insurance in the amount of \$2 million dollars (\$2,000,000) per occurrence.

B. The City of Santa Monica, its Annenberg Community Beach House, officers, officials, employees and volunteers are to be named as additional insureds with respect to liability arising out of or in connection with the Permittee's possession, occupancy, operation or use of the Facility.

C. The insurance policy shall be endorsed to state that coverage shall not be canceled except after notice has been given to the City.

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*Depending on the event sponsor and event details, an optional event liability policy may be available for purchase through the City of Santa Monica in order to meet the insurance requirements.

D. For any claims related to this Permit, the Permittee's insurance shall be primary insurance as respects the City of Santa Monica, the Annenberg Community Beach House, its officers, officials, employees and volunteers.

* Some events may require automobile (catering, furniture rental, other), liquor, product sales or other coverage and may involve higher limits of insurance to be required at an additional cost.

5. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS PROVISION

Permittee agrees to indemnify, hold harmless and defend the City of Santa Monica, its Annenberg Community Beach House, and all of its City Council, boards and commissions, its officers, agents, and employees from and against any and all loss, liabilities, damages, judgments, actions, costs, claims, and expenses (including attorney fees) arising out of or resulting from any act or omission, negligence, fault, or violation of law or ordinance by Permittee or its representatives, employees, agents, subcontractors, patrons or invitees in connection with the use of the facilities, excepting only events caused by City's sole and active negligence or willful misconduct. Approval of insurance policies by the City shall in no way affect or change the terms and conditions of this indemnity agreement.

6. DAMAGE AND REPAIR OF FACILITIES

The Permittee agrees to pay for all costs of repair in the event of any damage to the Beach House as a result of the use of the facility pursuant to this Permit.

7. FORCE MAJEURE

Either party may terminate or suspend its obligations under this Permit if such obligations are delayed, prevented or rendered impracticable by force majeure, including, but not limited to, fire, flood, riot, earthquake, civil unrest or forces of nature beyond the control of the parties.

Please initial each page and sign this Permit. Retain a copy for your records and send completed original back to the address listed. The Event Services Administrator will then sign the original and return a copy for your records.

I have read, understand and agree to abide by the Terms and Conditions of the Facility Use Permit and Regulations for the Annenberg Community Beach House.



Date: 30-Oct-19

(Signature of Permittee)

Date: _____

(Elizabeth Dugan, Event Services)

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Exhibit A/ Facility Use Regulations

- * Events shall end no later than 10:00 p.m. Monday - Friday, and 11:00 p.m. on Saturday and Sunday.
- * No overnight storage of items without written approval from Beach House Representative.
- * Catering for events shall be provided by City's preferred caterers only.
- **Clients may not serve home-prepared, outside purchased, or take-out prepared food or snacks at the Beach House. Before booking, please contact an approved caterer directly for menu pricing. All catered meetings must have catering staff in attendance during the meeting. Daytime meetings with 20 or fewer attendees may have the caterer drop off.
- * No outside furniture rentals permitted. Furniture will be provided by the Beach House.
- * Beer and wine may be served by a properly-licensed and bonded caterer and in accordance with all applicable laws. No alcohol may be served outside. Service of alcohol must cease one-half hour prior to the end of an event.
- * Amplified music is not permitted outside.
- * No exterior activities such as deliveries, trash disposal or other maintenance activities, except in the case of an emergency, shall be conducted between 11 p.m. and 7 a.m. seven days per week.
- * All deliveries to the site shall be required to occur outside of the AM and PM peak hours, except in the case of an emergency.
- * Tents may be erected on the premises with prior written approval from Beach House Representative.
- * No décor may be attached or adhered to any surface on the site.
- * Candles are permitted only when secured in glass housings that extend 2 inches past the height of the flame. No open flames are allowed anywhere on the site.
- * Mats must be used with all bars. No liquids or precipitation allowed on floor. Permittee will be responsible for any stains on floor.
- * No signage may be placed anywhere on the site without the written approval of the Beach House Representative. On-site directional/event signage will be provided.
- * Smoking is prohibited.
- * The Facility Use Permit grants the Permittee exclusive use of indoor venues only, unless otherwise specified in the Permit. Gardens, picnic areas, and other outdoor space are to remain open to the public during daylight hours unless specifically rented.
- * Freight elevator is available for catering and vendors for set up and breakdown space in the Sand & Sea Room. Guests may use the passenger elevator or stairs to access space.
- * The use of rice, confetti, glitter, sequins, silly string, or birdseed in event celebrations or decor is prohibited.
- * Extension cords or other trip hazards must be taped down.
- * Permittee may charge an admission or meeting fee to cover direct meeting costs such as materials, speaker fees, or catering only.
- * An Event Coordinator shall be on duty at all functions. Please check with that individual upon arrival and departure and if any problems arise. At the end of the function, the Event Coordinator will walk through the facility with the Permittee to ensure that the facility is left in good condition.
- * Service dogs and assistance animals for people with disabilities are permitted on the site and on Santa Monica State Beach. No other animals are allowed.
- * The sale of any food, beverage, merchandise, or service is prohibited unless specifically authorized by the rental Permit.
- * Guests shall be directed to park their vehicles in the central lot before use of the south and north parking lots.
- * Applicable parking rate shall be charged for all guests parking at the Beach House; no parking fees shall be waived.
- * Guests shall respect adjacent neighbors by entering and exiting the site in a manner so as not to disturb them.
- * The City may, at its discretion, require the Permittee to provide additional security staffing for the particular event at their cost to patrol the site to insure that guests are not disruptive to adjoining neighbors.

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Staffing

The City of Santa Monica will provide facility coverage whenever the Beach House is rented. The Beach House Representative will monitor the facility and ensure policies and procedures are followed. The Facility Attendant will set up tables, chairs and other city equipment as directed by the Beach House Representative, do spot cleaning, open/close the facility and handle on-site customer service and public relations. The Facility Attendant is not responsible for supervision of children, loading, unloading or setting up non-City equipment and supplies. The Facility Attendant is also not responsible for operation of light and/or sound board. The Custodian will provide general custodial services.

Equipment

Tables and chairs adequate for the room's maximum occupancy will be provided by the City. No outside furnishings are permitted. The site is provided with wireless internet access, but uninterrupted coverage cannot be guaranteed. Additional furnishings and equipment may be available upon request for an additional fee. Linens, dishes, glasses, and silverware are not available through the Annenberg Community Beach House. All audio/visual needs are the responsibility of the Permittee. All personal belongings must be installed and removed within the rental period. The City is responsible for cleaning such as sweeping and mopping and removing trash to dumpsters.

Signature: _____



ACBH - Security

Due Date: Jan 13, 2020

Charges for required security services will be billed by the City's contractor. Please ensure that the contractor is paid 5 days in advance of your event.