



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE Adopt resolution approving the Grape Bowl rental **agreement** with the Lodi Chamber of Commerce

MEETING DATE: May 21, 2003

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION Adopt resolution approving the Grape Bowl rental agreement with the Lodi Chamber of Commerce

BACKGROUND INFORMATION:

Attached is a rental agreement with the Chamber of Commerce (Lessee) for a musical concert event to be held on August 21, 2003 (Thursday) from 7pm to 10pm at the Grapebowl. The Chamber has indicated that they hope to attract 8,000+ to the event which is to be a fundraiser.

The use of the Grapebowl for rentals is consistent with recent Council direction that the Parks and **Recreation** Department increase revenues. Research indicates that it may have been as many as 10+ years since a musical concert has been held at the Grapebowl.

A summary of the rental agreement items include:

- All City services (P&Rec/Police/Fire/Public Works) provided will be paid by the Lessee.
- Some concessions are intended to be handled by shared between Chamber and various non profit organizations.
- Security, toilets, and crowd control issues are to be handled by Lessee.
- Rental fees and percentages issue is unresolved at the time of this writing. Staff and Chamber have not reached agreement on this item but will continue to negotiate. The Grapebowl rental fees have served as our basis of negotiations and Chamber has expressed a desire to explore additional other alternatives.

The Chamber has asked that the agreement go forward to Council at the May 21, 2003, meeting to allow for time for advertising and preparation if the rental is approved.

Attached is our Grapebowl fees schedule sheet and a rental **agreement** for review. ~~The details of the agreement, with the exception of the fees, have been negotiated.~~

FUNDING None

Roger Baltz
 Roger Baltz
 Parks and Recreation Director

cc: City Attorney
 Lodi Chamber of Commerce

APPROVED: _____

Samuel Kats
 Samuel Kats
 City Manager

City of Lodi/Parks and Recreation Department
 Grape Bowl (Stadium)/North Parking Lot
 Fee Schedule

Group Classification	3,000 or less	3,001 to 5,000	5,001 to 7,500
A - Non-profit (Lodi) An event for the major benefit of the citizens or youth of Lodi	\$1,500 + 5% of gross gate only	\$2,500 + 5% of gross gate only	\$4,000 + 5% of gross gate only
B - Non-profit (Lodi) General use/fund raiser	\$1,500 + 10% of all proceeds	\$2,500 + 10% of all proceeds	\$4,000 + 10% of all proceeds
C - Private, commercial, non-resident use	\$2,500 + 10% of all proceeds	\$3,500 + 10% of all proceeds	\$5,000 + 10% of all proceeds
Percentages on proceeds	Negotiable with all classifications (basic guidelines above).		
Damage/cleanup deposit	\$500 to \$5,000 depending on the event and anticipated potential damage or cleanup that could be experienced.		
Setup/cleanup extra days	For this purpose only - \$250 per day (resident); \$500 per day (non-resident)		
Events/activity over 7,501 or \$5,000 fee/potential	Will be negotiated between event sponsor and Parks and Recreation Director/City of Lodi with Council approval required.		
Insurance requirement	The first time a group/organization, private, commercial, etc., uses our facility, the City's insurance will be required. The next year the organizers may attempt to use their insurance and be given 30 day prior to the event to provide the City of Lodi with an acceptable insurance certificate with required language and limits OR said lessee will be required to again use City insurance.		

Draft Draft

AGREEMENT

FOR USE OF LODI GRAPE BOWL (STADIUM) AND NORTH AREA PARKING LOT
ON AUGUST 21, 2003, BY THE LODI CHAMBER OF COMMERCE
FOR THE PURPOSES OF CONDUCTING A MUSICAL CONCERT

THIS AGREEMENT, made and entered into this _____ day of _____, 2003, by and between the CITY OF LODI, a municipal corporation ("City"), and LODI CHAMBER OF COMMERCE ("Lessee").

WITNESSETH

WHEREAS, City is the owner of the Stadium and North Area Parking Lot situated in Lawrence Park, Lodi, California; and

WHEREAS, the parties hereto are desirous of allowing Lessee to use said Stadium and North Area Parking Lot for a concert, and wish to reduce their agreement to writing;

NOW, THEREFORE, FOR VALUE RECEIVED, the parties here to do hereby agree as follows:

1. PREMISES:

City grants to Lessee the right to use said Stadium and North Area Parking Lot to conduct a concert and barbecue, sponsored by Lessee, on Thursday, August 21, 2003, from 5:30 p.m. until 10:00 p.m. Set up will occur from 12:00 noon, August 20, 2003 and clean up will be concluded no later than 12:00 noon on August 22, 2003.

2 CONSIDERATION:

- A. Rental fee for Grape Bowl (Stadium) and North Parking Lot shall be \$5,000 per use plus ____% of net profits from event. Rental fee will be paid as follows: \$5,000.00 due at least ten (10) business days prior to the event date. All payments will be made by cashier's check or regular check. The balance of the rental fee and event financial report shall be due to the Parks and Recreation Department no more than five (5) business days following the rental date. Net profit is defined as all revenues collected (excluding concession revenue) minus expenses to promote and produce the concert (excluding cost of Chamber staff or Chamber related events).
- B. An additional general refundable deposit of \$2,000.00 is to be paid to the City of Lodi ~~upon Lessee's signing of this contract~~ no later than August 1, 2003. This deposit is to be applied to cover the City's costs in providing maintenance personnel referenced in paragraph 6 at the event and for any report, repair, or cleanup costs that City may incur (and any additional work requested by the Chamber of Commerce), and shall not be deemed a limit on liability of Lessee. Lessee is fully responsible for any damage and cost of repairs to facilities due to event.
- C. Reservation may be cancelled not later than five (5) days before the event and all deposits shall be returned less a cancellation fee of \$500.00.
- D. All agreement transactions shall take place at the office of the City of Lodi Parks and Recreation Department, 125 North Stockton Street, Lodi. Cashier's checks should be made payable to the City of Lodi.

E The Chamber may market or advertise the event at its discretion. The City does not assume any responsibility, liability, or cost for event marketing.

3 CLEANLINESS UPON SURRENDER:

It is understood that Lessee will return the Stadium and North Area Parking Lot in as good and clean condition as when received. If said condition is not to the satisfaction of the City of Lodi and its representative, the general deposit will be used to bring same up to standard at cost to Lessee as covered in Section 2 above. It is also understood that the Lessee will arrange for delivery and pickup of a dumpster(s) at Lessee's expense for the event for the express purpose of cleaning up the Stadium and North Area Parking Lot after the event. Placement of dumpsters must be coordinated with and approved by Parks and Recreation Department.

4 CONCESSIONS:

A It is understood that the Lessee shall have the rights to food concessions to include the dispensing/selling of beer and/or wine only. Lessee intends for select concessions to be ~~provided by~~ shared with and benefit various non profit organizations. (No hard liquor may be dispensed or sold) The Lessee must secure in writing all appropriate State Alcoholic Beverage Control (ABC) licenses and clearance by the Lodi Chief of Police. These are to be completed and supplied to the City of Lodi before the event where alcohol is dispensed/sold.

- B. It is the responsibility of Lessee to clear with the San Joaquin County Health Department the setup of food-beverage facilities and meet said Health Department's requirements
- C. Lessee agrees that no alcohol sales will occur within an hour of the end of the event. Lessee agrees that no more than two drinks may be sold per transaction. The Police Department may close down alcohol sales at any time during the event

5 SECURITY:

It is understood that Lessee will provide at least one (1) security guard at each gate at ingress or egress of the facility. Police Department personnel will perform traffic and crowd control for the event. Twelve (12) Police personnel will be contracted for the event and the Police Department will be reimbursed for said cost by Lessee. Lessee shall be billed directly by the Police Department for these services. Lessee authorizes Police Department personnel to remove individuals from event at their discretion. It is understood that Lessee will provide an event day coordinator that will act as City's main contact. Lessee shall also be billed directly by the Fire Department and Public Works Department for services and personnel for event related activities.

The designated capacity of the Grape Bowl (Stadium) is 8,400. It is the responsibility of Lessee to insure adequate gate and crowd control to insure compliance with authorized capacity.

6 FACILITIES:

- A. City agrees to provide access to the facilities prior to the event at a time of Lessees choosing. City will provide two Maintenance Workers during the event and until closing.
- B. City agrees to maintain the present lighting system and the necessary electricity therefore and to maintain the field in a substantially good order and condition.
- C. It is understood the Lessee will furnish all field and major electrical needs for the event by furnishing appropriate generator or by separate contract with the City of Lodi Electric Utility Department to install (at Lessee's expense) an appropriate electrical service pole/source.
- D. It is understood that Lessee will clean up all garbage on the field, in the stands, and in the restrooms. It is understood that Lessee will provide portable toilets sufficient for the estimated attendance.
- E. City agrees to provide the field lighting and the press box with public address system for use by Lessee for event. Lessee agrees that the public address system will not be utilized after 10:00 p.m.
- F. Overall set up site plan will be submitted by Lessee for approval by Parks and Recreation Department, Fire Department, and Police Department.

7 INSURANCE:

Lessee is required to carry a policy of Comprehensive General Liability insurance in compliance with all of the provisions of the "Risk Transfer Requirements For Lease of Use of City of Lodi Facilities", attached hereto as Exhibit A and

incorporated herein by reference. Lessee shall furnish the above-mentioned insurance and meet these requirements on or before one (1) month prior to said event, or will be required to purchase City-provided insurance at Lessee's expense.

8 HOLD HARMLESS:

Lessee shall save, keep, and hold harmless the City of Modesto, its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of, operation at the event. Such indemnity shall include attorney's fees.

9 COMPLIANCE WITH LOCAL ORDINANCES:

Lessee agrees to meet securing and traffic requirements as per local codes/ordinances and to contact and clear with the Modesto Chief of Police and Fire Marshal in writing the presence of said concert event and any restrictions or requirements made by the Police and/or Fire Marshal.

10. EMERGENCIES:

Lessee will make appropriate first aid/emergency plans and will provide those to the Police Department and Fire Marshal to cover all spectators and performers and will issue that plan in writing with the Police Chief and Fire Marshal's signature thereon to the Parks and Recreation Department prior to the Stadium/Facility use before the first date of use

11 INSPECTION OF FACILITIES:

Lessee has inspected all of the facilities contained within the Stadium and accepts the condition of same as is.

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

CITY OF LODI, a municipal corporation

LODI CHAMBER OF COMMERCE

H. DIXON FLYNN
City Manager

PAT PATRICK
President/CEO

ATTEST

SUSAN J. BLACKSTON
City Clerk

APPROVE AS TO FORM

RANDALL A. HAYS
City Attorney

EXHIBIT A

CITY OF LODI RISK TRANSFER REQUIREMENTS FOR LEASE OR USE OF CITY FACILITIES

1. Any individual party or group (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of **Comprehensive General Liability** insurance, and must **complete** a formal **application** or permit. Processing of applications is handled by the department **responsible** for the facility.
2. A duplicate or certificate of insurance shall be **delivered** to the City **30 DAYS** prior to the use of City facilities.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period **following** termination of **coverage** which is as lease consistent with the claims period or statutes of **limitations** found in the California Tort Claims Act (California Govt. Code < 810 e1seq.).

"Claims made" coverage **requiring** the insured's to give notice of any **potential liability** during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

3. Each insurance certificate shall contain **satisfactory evidence** that each carrier is required to give the City of Lodi immediate notice of the **cancellation** or reduction in coverage of any policy during the effective period of the use of the **City's** facilities.
4. Each insurance certificate shall state on its face or as an **endorsement**, the location or and a **description** of the **function** that it is insuring.
5. If the City has not approved the insurance **certificate** and appropriate **application** or permit prior to the commencement of any portion of the function, the **City's facilities** will not be allowed to be utilized, and any contract or **agreement** entered into will become null and void.
6. Provided the lease **agreement** or contract does not **prohibit** a subtenant, all provisions of these requirements shall apply to and be construed as applying to any **subtenant** of the Lessee.
7. All requirements herein **provided** shall appear either in the body of the insurance policies or as **endorsements** and shall **specifically** bind the insurance carrier.

8. In each and every instance, the City of Lodi must be named as an additional insured on the face of the insurance certificate or as an endorsement attached to the insurance certificate. (The City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, must be named the additional insured, not Hutchins Street Square, Parks and Recreation, or another individual or department).
9. The address of the City of Lodi must be shown along with number 8 above, (i.e. Additional Insured, City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, 221 W. Pine Street, Lodi, Ca. 95240) This must be the street address NOT the post office box.
10. In addition to the Additional Names Insured Endorsement an Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language or reasonable facsimile:
"Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
11. The combined single limits for bodily injury and property damage shall not be less than \$1,000,000 each occurrence. If alcohol is to be consumed or sold at the Lessee's event, then liquor liability coverage must be provided.
12. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.
13. if the limits of coverage are not the amounts specified in Section 10 and 11 above and/or if the City is not named as an additional insured on the insurance certificate, not in conformance with the requirements of paragraph 2 above, the City will not accept the insurance certificate, and a corrected certificate must be furnished to the City prior to any use of City facilities.
14. If a corrected insurance certificate and appropriate application or permit is not received by the City of Lodi prior to the use of City facilities, the City will not allow the facilities to be used, and any agreement or contract entered into will become null and void.



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution approving the Grape Bowl rental agreement with the Lodi Chamber of Commerce

MEETING DATE: May 21, 2003

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION Adopt resolution approving the Grape Bowl rental agreement with the Lodi Chamber of Commerce.

BACKGROUND INFORMATION:

Attached is a rental agreement with the Chamber of Commerce (Lessee) for a musical concert event to be held on August 21, 2003 (Thursday) from 7pm to 10pm at the Grapebowl. The Chamber has indicated that they hope to attract 8,000+ to the event which is to be a fundraiser.

The use of the Grapebowl for rentals is consistent with recent Council direction that the Parks and Recreation Department increase revenues. Research indicates that it may have been as many as 10+ years since a musical concert has been held at the Grapebowl.

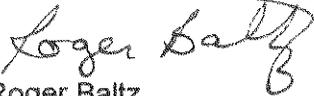
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The Chamber has asked that the agreement go forward to Council May 21, 2003 meeting to allow for time for advertising and preparation if the rental is approved.

Attached is our Grapebowl fees schedule sheet and a rental agreement for review. The details of the agreement, with the exception of the fees, have been negotiated.

FUNDING:
None


Roger Baltz
Parks and Recreation Director

cc: City Attorney

CHAMBER OF COMMERCE

APPROVED: _____


H. Dixon Flynn -- City Manager

05/15/03



CITY OF LODI

COUNCIL COMMUNICATION

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FUNDING:
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Roger Baltz
Parks and Recreation Director

cc: City Attorney
CHAMBER OF COMMERCE

APPROVED: _____


H. Dixon Flynn -- City Manager

City of Lodi/Parks and Recreation Department
 Grape Bowl (Stadium)/North Parking Lot
 Fee Schedule

Group Classification	3,000 or less	3,001 to 5,000	5,001 to 7,500
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Events/activity over 7,501 or \$5,000 fee/potential %	Will be negotiated between event sponsor and Parks and Recreation Director/City of Lodi with Council approval required.		
Insurance requirement	The first time a group/organization, private, commercial, etc., uses our facility, the City's insurance will be required. The next year the organizers may attempt to use their insurance and be given 30 day prior to the event to provide the City of Lodi with an acceptable insurance certificate with required language and limits OR said lessee will be required to again use City insurance.		

RW/svr

Draft Draft

AGREEMENT

FOR USE OF LODI GRAPE BOWL (STADIUM) AND NORTH AREA PARKING LOT
ON AUGUST 21, 2003, BY THE LODI CHAMBER OF COMMERCE
FOR THE PURPOSES OF CONDUCTING A MUSICAL CONCERT

THIS AGREEMENT, made and entered into this _____ day of _____, 2003, by and between the CITY OF LODI, a municipal corporation ("City"), and LODI CHAMBER OF COMMERCE ("Lessee").

WITNESSETH

WHEREAS, City is the owner of the Stadium and North Area Parking Lot situated in Lawrence Park, Lodi, California; and

WHEREAS, the parties hereto are desirous of allowing Lessee to use said Stadium and North Area Parking Lot for a concert, and wish to reduce their agreement to writing;

NOW, THEREFORE, FOR VALUE RECEIVED, the parties here to do hereby agree as follows:

1. PREMISES:

City grants to Lessee the right to use said Stadium and North Area Parking Lot to conduct a concert and barbecue, sponsored by Lessee, on Thursday, August 21, 2003, from 5:30 p.m. until 10:00 p.m. Set up will occur from 12:00 noon, August 20, 2003 and clean up will be concluded no later than 12:00 noon on August 22, 2003.

2 CONSIDERATION:

- A. Rental fee for Grape Bowl (Stadium) and North Parking Lot shall be \$5,000 per use plus _____% of net profits from event. Rental fee will be paid as follows: \$5,000.00 due at least ten (10) business days prior to the event date. All payments will be made by cashier's check. The balance of the rental fee and event financial report shall be due to the Parks and Recreation Department no more than five (5) business days following the rental date. Net profit is defined as all revenues collected (excluding concession revenue) minus expenses to promote and produce the concert (excluding cost of Chamber staff or Chamber related events).
- B. An additional general refundable deposit of \$2,000.00 is to be paid to the City of Lodi upon Lessee's signing of this contract. This deposit is to be applied to cover the City's costs in providing maintenance personnel referenced in paragraph 6 at the event and for any report, repair, or cleanup costs that City may incur (and any additional work requested by the Chamber of Commerce), and shall not be deemed a limit on liability of Lessee. Lessee is fully responsible for any damage and cost of repairs to facilities due to event.
- C. Reservation may be cancelled not later than five (5) days before the event and all deposits shall be returned less a cancellation fee of \$500.00.
- D. All agreement transactions shall take place at the office of the City of Lodi Parks and Recreation Department, 125 North Stockton Street, Lodi. Cashier's checks should be made payable to the City of Lodi.
- E. The Chamber may market or advertise the event at its discretion. The City does not assume any responsibility, liability, or cost for event marketing.

3 CLEANLINESS UPON SURRENDER:

It is understood that Lessee will return the Stadium and North Area Parking Lot in as good and clean condition as when received. If said condition is not to the satisfaction of the City of Lodi and its representative, the general deposit will be used to bring same up to standard at cost to Lessee as covered in Section 2 above. It is also understood that the Lessee will arrange for delivery and pickup of a dumpster(s) at Lessee's expense for the event for the express purpose of cleaning up the Stadium and North Area Parking Lot after the event. Placement of dumpsters must be coordinated with and approved by Parks and Recreation Department.

4. CONCESSIONS:

- A. It is understood that the Lessee shall have the rights to food concessions to include the dispensing/selling of beer and/or wine only. Lessee intends for concessions to be provided by, and benefit, various non profit organizations. (No hard liquor may be dispensed or sold.) The Lessee must secure, in writing, all appropriate State Alcoholic Beverage Control (ABC) licenses and clearance by the Lodi Chief of Police. These requirements are to be completed and supplied to the City of Lodi before the event where alcohol is dispensed/sold.
- B. It is the responsibility of Lessee to clear with the San Joaquin County Health Department the setup of food-beverage facilities and meet said Health Department's requirements.

C. Lessee agrees that no alcohol sales will occur within an hour of the end of the event. Lessee agrees that no more than two drinks may be sold per transaction. The Police Department may close down alcohol sales at any time during the event.

5 SECURITY

It is understood that Lessee will provide at least one (1) security guard at each gate at ingress or egress of the facility. Police Department personnel will perform traffic and crowd control for the event. Twelve (12) Police personnel will be contracted for the event and the Police Department will be reimbursed for said cost by Lessee. Lessee shall be billed directly by the Police Department for these services. Lessee authorizes Police Department personnel to remove individuals from event at their discretion. It is understood that Lessee will provide an event day coordinator that will act as City's main contact. Lessee shall also be billed directly by the Fire Department and Public Works Department for services and personnel for event related activities.

The designated capacity of the Grape Bowl (Stadium) is 8,400. it is the responsibility of Lessee to insure adequate gate and crowd control to insure compliance with authorized capacity.

6 FACILITIES:

- A. City agrees to provide access to the facilities prior to the event at a time of Lessees choosing. City will provide two Maintenance Workers during the event and until closing.
- B. City agrees to maintain the present lighting system and the necessary electricity therefore and to maintain the field in a substantially good order and condition.
- C. It is understood the Lessee will furnish all field and major electrical needs for the event by furnishing appropriate generator or by separate contract with the City of Lodi Electric Utility Department to install (at Lessee's expense) an appropriate electrical service pole/source.
- D. It is understood that Lessee will clean up all garbage on the field, in the stands, and in the restrooms. It is understood that Lessee will provide portable toilets sufficient for the estimated attendance.
- E. City agrees to provide the field lighting and the press box with public address system for use by Lessee for event. Lessee agrees that the public address system will not be utilized after 10:00 p.m.
- F. Overall set up site plan will be submitted by Lessee for approval by Parks and Recreation Department, Fire Department, and Police Department.

7. INSURANCE:

Lessee is required to carry a policy of Comprehensive General Liability insurance in compliance with all of the provisions of the "Risk Transfer Requirements For Lease of Use of City of Lodi Facilities", attached hereto as Exhibit A and incorporated herein by reference. Lessee shall furnish the above-mentioned

insurance and meet these requirements on or before one (1) month prior to said event, or will be required to purchase City-provided insurance at Lessee's expense.

8 HOLD HARMLESS:

Lessee shall save, keep, and hold harmless the City of Lodi, its officers, agents employees, and volunteers from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of, operation at the event. Such indemnity shall include attorney's fees.

9 COMPLIANCE WITH LOCAL ORDINANCES:

Lessee agrees to meet securing and traffic requirements as per local codes/ordinances and to contact and clear with the Lodi Chief of Police and Fire Marshal in writing the presence of said concert event and any restrictions or requirements made by the Police and/or Fire Marshal.

10. EMERGENCIES:

Lessee will make appropriate first aid/emergency plans and will provide those to the Police Department and Fire Marshal to cover all spectators and performers and will issue that plan in writing with the Police Chief and Fire Marshal's signature thereon to the Parks and Recreation Department prior to the Stadium/Facility use before the first date of use.

11. INSPECTION OF FACILITIES:

Lessee has inspected all of the facilities contained within the Stadium and accepts the condition of same as is.

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

CITY OF LODI, a municipal corporation

LODI CHAMBER OF COMMERCE

H. DIXON FLYNN
City Manager

PAT PATRICK
President/CEO

ATTEST

SUSAN J. BLACKSTON
City Clerk

APPROVE AS TO FORM

RANDALL A. HAYS
City Attorney

EXHIBIT A

CITY OF LODI RISK TRANSFER REQUIREMENTS FOR LEASE OR USE OF CITY FACILITIES

1. Any individual party or group (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of Comprehensive General Liability insurance, and must complete a formal application or permit. Processing of applications is handled by the department responsible for the facility.
2. A duplicate or certificate of insurance shall be delivered to the City 30 DAYS prior to the use of City facilities.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is as lease consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Govt. Code < 810 et seq.).

"Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

3. Each insurance certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi immediate notice of the cancellation or reduction in coverage of any policy during the effective period of the use of the City's facilities.
4. Each insurance certificate shall state on its face or as an endorsement, the location or and a description of the function that it is insuring.
5. If the City has not approved the insurance certificate and appropriate application or permit prior to the commencement of any portion of the function, the City's facilities will not be allowed to be utilized, and any contract or agreement entered into will become null and void.
6. Provided the lease agreement or contract does not prohibit a subtenant, all provisions of these requirements shall apply to and be construed as applying to any subtenant of the Lessee.
7. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier,

8. In each and every instance, the City of Lodi must be named as an additional insured on the face of the insurance certificate or as an endorsement attached to the insurance certificate, (The City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, must be named the additional insured, not Hutchins Street Square, Parks and Recreation, or another individual or department).
9. The address of the City of Lodi must be shown along with number 8 above, (i.e. Additional Insured, City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, 221 W. Pine Street, Lodi, Ca. 95240) This must be the street address NOT the post office box.
10. In addition to the Additional Names Insured Endorsement an Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language or reasonable facsimile:
"Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be *excess* only and not contributing with the coinsurance afforded by this endorsement."
11. The combined single limits for bodily injury and property damage shall not be less than \$1,000,000 each occurrence. If alcohol is to be consumed or sold at the Lessee's event, then liquor liability coverage must be provided.
12. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.
13. If the limits of coverage are not the amounts specified in Section 10 and 11 above and/or if the City is not named as an additional insured on the insurance certificate, not in conformance with the requirements of paragraph 2 above, the City will not accept the insurance certificate, and a corrected certificate must be furnished to the City prior to any use of City facilities,
14. If a corrected insurance certificate and appropriate application or permit is not received by the City of Lodi prior to the use of City facilities, the City will not allow the facilities to be used. and any agreement or contract entered into will become null and void.

RESOLUTION NO. 2003-90

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF LODI AND THE
CHAMBER OF COMMERCE FOR THE RENTAL OF THE
GRAPE BOWL FOR A CONCERT EVENT

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the agreement between the City of Lodi and the Lodi Chamber of Commerce for the rental of the Grape Bowl for a musical concert event to be held August 21, 2003; and

WHEREAS, said agreement shall include that the following fees will be collected by and payable to the City of Lodi prior to the event

Rental Fee	\$5,000
Police Services	3,160
Fire Services	393
Maintenance Deposit	<u>1,000</u>
	\$9,553

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute the rental agreement on behalf of the City of Lodi.

Dated: May 21, 2003

I hereby certify that Resolution No. 2003-90 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 21, 2003, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Fansen, ~ ~ w a rath, Land

NOES: COUNCIL MEMBERS – None

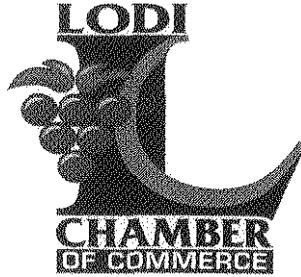
ABSENT: COUNCIL MEMBERS – Mayor Hitchcock

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

filed 5-21-03
Pat Patrick
Item 1-5



TOTAL CITY FEES TO BE PAID
PER CONTRACT OR FEE SCHEDULE*

Rental	\$ 5,000
3% of Gate	\$4,500
Maintenance	\$2,000
Police	\$ 3,160
Fire	\$ 393

CITY TOTAL **\$15,053**

(Represents 38% of Chamber's Net)

*if maintenance deposit is used

THE CHAMBER IS REQUESTING ONLY THE FOLLOWING
BE PAID TO THE CITY FOR GRAPE BOWL RENTAL

Rental Fee	\$5,000
Police	\$3,160
Fire	\$ 393
Maint. Support (<i>est.</i>)	\$ 300
TOTAL PAID TO CITY	\$8,853