

Attachment A

Revocable License Agreement

**REVOCABLE LICENSE AGREEMENT
BETWEEN THE CITY OF NEWPORT BEACH
AND SPROUTS OF PROMISE FOUNDATION FOR TEMPORARY USE
OF CITY PROPERTY FOR A CERTIFIED FARMERS' MARKET
AT MCFADDEN SQUARE AND NEWPORT PIER**

THIS REVOCABLE LICENSE AGREEMENT FOR TEMPORARY USE OF CITY PROPERTY FOR A CERTIFIED FARMERS' MARKET ("Agreement") is made and entered into as of this 9th day of September, 2025 ("Effective Date"), by and between the City of Newport Beach, a California municipal corporation and charter city ("City"), and Sprouts of Promise Foundation, a California nonprofit organization ("Licensee"), and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. A certified farmers' market is defined by the California Code of Regulations as a location approved by the county agricultural commissioner of the county where agricultural products are sold by producers or certified producers directly to consumers or to individuals, organizations, or entities that subsequently sell or distribute the products directly to end users. A certified farmers' market may only be operated by one or more certified producers, by a nonprofit organization, or by a local government agency (3 CCR § 1392.2(a)).
- C. Licensee is a nonprofit organization and has operated a certified farmers' market, in accordance with Food and Agriculture Code Sections 47000 *et seq.* (implementing regulations) and California Code of Regulations, Title 3, Sections 1392, *et seq.* (hereinafter "Certified Farmers' Market") in Newport Beach since 2010.
- D. Licensee has requested that it be allowed to continue to operate the Certified Farmers' Market in the McFadden Square area at the Newport Pier on Sundays with certified and experienced organizations, vendors, participants and service providers (collectively, "Vendors").
- E. In accordance with City Council Policy F-7, whenever fair market value rent is not received for the use of City property, the City shall make specific findings setting forth the reasons thereof. The City finds that charging less than market value for this use provides an essential and unique service to the community that might not otherwise exist if full rent were required. Additionally, as the certified farmers' market may be located, in part, upon public tidelands and the rent is below fair market value, the City Council finds this use provides a public benefit to the people of California. This benefit comes from providing affordable access to healthy and sustainable food and greater access to the tidelands generally, making it a matter

of statewide benefit. Without the reduced rent, these beneficial uses of the property might not provided were full market value of the property required.

- F. In consideration of the mutual promises and obligations contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, City hereby grants to Licensee the revocable right to temporarily occupy and use the License Area (defined in Section 1.1 below), and Licensee accepts the same on the following terms and conditions.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. LICENSE

1.1 City grants a non-exclusive license ("License") to Licensee for the term of this Agreement for Licensee to use an area located within the public right-of-way that is owned by the City, bounded by West Balboa Boulevard and McFadden Place. This area is commonly known as McFadden Square and the Newport Pier, Newport Beach ("License Area"), as further depicted on Exhibit A, which is attached hereto and incorporated herein by reference, on Sundays for a Certified Farmers' Market.

1.2 The License granted herein is subject to the terms, covenants and conditions hereinafter set forth, and Licensee covenants, as a material part of the consideration for this License, to keep and perform each and every term, covenant and condition of this Agreement.

2. USE OF THE LICENSE AREA

2.1 The purpose of this License is to allow for the operation of a Certified Farmers' Market within the License Area as depicted on Exhibit A. Use of any area outside the License Area shall not be permitted unless prior written consent is provided by the City. Licensee agrees to use the License Area only for the activities described herein, and not to use or permit the use of the License Area for any other purpose without first obtaining the prior written consent of City, which consent may be withheld in City's sole discretion.

2.2 Acceptable ancillary activities include:

- i. Entertainment typical of a certified farmers' market, such as live music, face painter, balloon artist, seasonal characters (e.g., Santa Claus), *etc.*
- ii. Community booths to allow participation of local organizations/businesses to take part in the community focused event (e.g., nonprofits, green initiatives, health awareness, local businesses).
- iii. Local artisan booths to sell hand-made goods typically made in a traditional or non-mechanized manner utilizing high quality ingredients (e.g., cheese, bread, soap, jewelry, *etc.*).

- iv. Information tent to allow customers and visitor an opportunity for the Licensee to answer questions and take suggestions on potential new vendors.

3. PERMITS AND LICENSES

3.1 Licensee, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses and certifications that may be required by any governmental agency, including without limitation those permits as may be issued by the State of California, Department of Agriculture, the Orange County Agricultural Commissioner, the Orange County Health Department and the City of Newport Beach to operate a certified farmers' market.

3.2 Licensee shall provide the License Administrator, as defined in Section 10 below, with a copy of all required permits, licenses and certificates that may be required by Licensee and Vendors.

3.3 Licensee shall not allow any Vendor to participate in the Certified Farmers' Market until: (1) all appropriate permits, licenses and certifications are obtained; and (2) a copy of said permits are furnished to the Licensee (This includes, but is not limited to, a City business license and a temporary food facility permit from the Orange County Health Care Agency); and (3) a completed Liability Release Statement in accordance with Section 7.8 is received by License.

4. TERM

4.1 The term of this Agreement shall commence on October 1, 2025, and shall continue for a five (5) year term, with the option to renew for one (1) additional five (5) year term at the discretion of the City Manager, unless terminated earlier as set forth herein.

4.2 The City Manager may renew this License for one (1) additional five (5) year term if it is determined that (i) the terms of the Agreement have been complied with; (ii) a copy of all required license, permits and certificates are on file with the License Administrator; and (iii) the use of the License Area by Licensee is not causing a negative impact on surrounding properties and uses. Any renewals approved pursuant to this Section must be in writing and approved as to form by the City Attorney.

5. FEES

5.1 Licensee shall pay the City **Five Hundred Dollars and 00/100 (\$500.00)** per month ("License Fee") during the term of this Agreement, which amount shall be due and payable on the first of each month ("Due Date"), commencing the first day of the first month following the Effective Date . The License Fee shall be pro-rated in the event of a partial month's use of the License Area at the beginning or end of the Term.

5.2 If Licensee fails to pay the License Fee within thirty (30) calendar days of the Due Date, Licensee shall pay a penalty in an amount equal to ten percent (10%) plus

interest in an amount equal to ten (10%) percent per annum on the unpaid amount, including the late fee, that was not timely paid by the Licensee, until paid in full.

5.3 Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the License Fee shall be adjusted in proportion to changes in the Consumer Price Index, subject to the maximum adjustment set forth below. Such adjustment shall be made by multiplying the License Fee by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month four (4) months preceding the calendar month for which such adjustment is to be made, and the denominator of which is the value of the Consumer Price Index for the same calendar month immediately prior to Effective Date. The Consumer Price Index to be used in such calculation is the "Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)", for the Los Angeles-Long Beach-Anaheim Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index. In no event, however, shall the amount payable under this Agreement be reduced below the License Fee in effect immediately preceding such adjustment. The maximum adjustment increase to the License Fees, for any year where an adjustment is made pursuant to this Section, shall not exceed two and one-half percent (2.5%) of the License Fees in effect immediately preceding such adjustment.

6. CONDITIONS OF LICENSE

Licensee shall comply with the following conditions prior to the commencement of use of the License Area:

6.1 Licensee shall procure and maintain any and all required licenses, permits and certifications to operate the certified farmers' market in accordance with Section 3 above. Licensee shall require the same of Vendors.

6.2 Licensee shall submit for review and obtain approval for all advertising and directional signage from the City's Public Works Department and Community Development Department, as required by the City's Municipal Code.

6.3 The Licensee shall direct Vendors to park their vehicles in the nearby public parking lots, in compliance with posted parking rules and rates, as determined and approved by the City's Community Development Director.

6.4 An initial site plan and/or floor plan showing the layout of the Certified Farmers' Market sales areas, and such other information has been reviewed by the City's Community Development Department, Fire Department, and Public Works Department, and is attached in Exhibit A. Prior to implementing any modifications to the site plan during the Term, Licensee shall submit any proposed changes to the market layout to the City for review and approval by the City's Community Development Department, Fire Department, and Public Works Department and shall obtain any new or modified permits that may be necessary, at Licensee's sole cost and expense. The Fire Department's

Conditions of Approval are attached hereto as Exhibit B and incorporated herein by this reference.

6.5 Licensee shall follow the marketing plan and reporting requirements for the Certified Farmers' Market, and submit proof thereof to the City as further detailed in the Marketing Plan attached hereto as Exhibit C and incorporated herein by this reference.

7. CONDITIONS OF OPERATION

Licensee shall comply with the following conditions of operation during use of the License Area:

7.1 Licensee may utilize the License Area on Sundays from 7:00 a.m. until 4:00 p.m. Set up activities for the certified farmers' market shall not occur prior to 7:00 a.m. The certified farmers' market may operate each Sunday from 8:00 a.m. to 2:00 p.m., respectively. Licensee shall ensure that the License Area is returned, clean and free of debris, to its original condition no later than 4:00 p.m. on the same day. City reserves the right to modify the hours of set up and operation, in the City's sole and absolute discretion.

7.2 Notwithstanding the schedule outlined in Section 7.1, the certified farmers' market may be restricted from operation due to a special event in the license area. The City, upon thirty (30) days written notice, may restrict operation of the certified farmers' market on additional Sundays, without any compensation or reimbursement to Licensee.

7.3 Licensee or its representative shall be present during each and every certified farmers' market from commencement of set up to the completion of clean up.

7.4 The storage of materials is expressly prohibited in the License Area beyond the approved hours of use of the License Area.

7.5 Licensee shall recruit and retain vendors for the certified farmers' market and verify that all individual vendors that are:

- i. "Certified producers" or "producers" within the meaning of California Code of Regulations Title 3, Sections 1392.2(d) and 1392.2(e) and ensure that all vendors adhere to all applicable rules and regulations concerning product quality and that the products offered for sale by vendors are pest and disease free.
- ii. Selling food or providing free food tastings for onsite consumption obtain a temporary food facility permit pursuant to Health and Safety Code Section 114380 et seq, if applicable.

7.6 Pursuant to Section 5.04.025 of the Municipal Code, the City Council found that the requirement to obtain a business license is a hardship on the certified producers (farmers) due to the increase costs associated with the production and transportation certified produce or products, and the City Council waived the requirement for certified

producers to obtain a business license. All other vendors must comply with the Municipal Code and obtain the necessary business licenses.

7.7 Licensee shall not allow any participant and/or service provider to participate in the certified farmers' market until a City of Newport Beach business license is obtained and a copy of said license is furnished to the Licensee. Licensee shall inform any vendors that engage in selling tangible personal property they may be subject and shall comply with the California sales tax reporting laws and inform the State Board of Equalization that the City is the point of sale location.

7.8 Licensee shall obtain a completed Liability Release Statement from each vendor, prior to the vendor's participation in any certified farmers' market, in the form of Exhibit D, which is attached hereto and incorporated herein by reference. Licensee shall not allow any vendor to participate in the certified farmers' market until a completed application and Liability Release Statement is received by the City.

7.9 Licensee shall annually, on or before March 1, provide to the City a current roster of vendors.

7.10 No more than fifty (50) vendors shall display and/or sell food or products at the certified farmers' market and shall be in compliance with fire and health department regulations, including spacing, Vendor grouping requirements, and separation limits. Entertainers, community booths and local artisans shall be included within the fifty (50) vendor limit. The Licensee may locate up to an additional ten (10) vendors on the pier as depicted on Exhibit A-4 during seasonal market events or other special events promoted by the Licensee. No additions, enlargements or modifications of uses or structures within the License Area shall be allowed without prior written approval of the City Manager or designee.

7.11 Licensee shall be responsible for setup, operation, maintenance, sanitation and cleanup of the certified farmers' market. Set up shall include placement of vendors in accordance with the approved site plan. Licensee shall be responsible for maintaining the License Area in a clean and orderly fashion during the approved hours of use of the License Area by providing routine removal of foreign material, waste and debris from the License Area. After the completion of each certified farmers' market, Licensee shall be responsible for properly disposing of all trash that has accumulated from the operations of the certified farmers' market. Maintenance, sanitation and clean up shall be conducted within such rules and guidelines as may be promulgated by the Orange County Health Department, the City, and any other governmental entity having jurisdiction

7.12 Licensee shall observe community noise restrictions as set forth in the City's Municipal Code. Sound amplification associated with any activity is also subject to the Municipal Code. Licensee shall obtain and maintain a sound amplification permit prior to the use of any sound amplification equipment.

7.13 Entertainers shall be limited to live musical or vocal acts, face painters, balloon artists, jugglers, and seasonal characters or similar acts. Licensee or entertainer shall eliminate or reduce the volume of entertainment acts or amplified sound if

complaints are received and at the direction of a Police Officer, Code Enforcement Officer, or Park Patrol Officer if sound disturbs persons of normal sensitivity.

7.14 Community booths shall be limited to non-profit organizations, local service organizations or local businesses to promote community awareness or events. The promotion or display of tobacco related products shall be prohibited unless associated with a law enforcement awareness program.

7.15 Operations within the License Area shall be conducted in accordance with California Code of Regulations Title 3, Sections 1392.1, *et seq.*, and within the guidelines set forth in the State of California Department of Agricultural marketing plan.

7.16 All loading and unloading of merchandise, vendor booths and other related improvements shall take place within the License Area.

7.17 The site plan shall be designed and operated so as to conform to access standards set forth by Title 24 of the Uniform Building Code (handicapped access requirements).

7.18 Licensee may permit vendors to provide tastings of their products to attendees, subject to applicable law. Tastings are limited to sample-sized portions and shall not constitute full servings for consumption on-site, except as otherwise authorized by law.

7.19 Licensee may allow no more than five (5) vendors to sell food items for on-site consumption. At its sole and absolute discretion, the City reserves the right to require the Licensee to reduce the number of vendors selling food for onsite consumption and/or restrict on-site food consumption to tastings only, by providing the Licensee ten (10) calendar days' prior written notice.

7.20 Only a Certified Farmers' Market may be operated in the License Area. Licensee may not operate or conduct any other event or enterprise unless Licensee receives required additional approvals from the City.

7.21 Sale of alcoholic beverages is permitted at the certified farmers' market only in compliance with California Assembly Bill No. 2488, Chapter 98, Section 23399.4, and any other applicable state or local laws and regulations. All alcoholic beverage sales must be limited to retail sales for off-site consumption. On-site consumption of alcoholic beverages is prohibited, except as otherwise authorized by law for tastings, which must comply with the restrictions set forth under AB 2488 and related regulations.

7.22 If the Certified Farmers' market is determined by the City's Chief of Police to be creating an undue impact to existing City police services, Licensee may be required to secure a private security guard or guards upon at least thirty (30) calendar days' prior written request by the City. Should Licensee fail to secure a private security guard or guards pursuant to said written notice, Licensee shall reimburse City for any costs related to City hiring a private security guard or guards. Should the Certified Farmers' Market create the need for additional police services including City traffic officer services, as

determined by the City's Chief of Police, the Licensee shall reimburse the City for these additional police services.

7.23 Licensee shall comply with all traffic regulations established for the operation of the certified farmer's market by the City Traffic Engineer, which are attached as Exhibit E to this agreement and incorporated herein by this reference. Throughout the term of this License, City reserves the right to require Licensee, at Licensee's sole cost and expense, to provide additional traffic control measures deemed necessary by the City, in its sole and absolute discretion, to ensure public safety and/or to alleviate traffic impacts in the areas surrounding the License Area; in each case upon not less than five (5) calendar days' prior written notice to Licensee.

7.24 Licensee covenants and agrees that Licensee shall: (i) not use the License Area for any unlawful purpose; (ii) use the License Area in a careful and proper manner in accordance with this Agreement; and (iii) not bring or use any Hazardous Materials, as defined by state or federal law, on the License Area.

7.25 Licensee shall at its own expense operate the certified farmers' market in accordance with all applicable provisions of the statutes, rules and regulations of the State of California, the ordinances, and regulations of the County of Orange, and the Charter and Ordinances of the City of Newport Beach.

7.26 City shall be entitled, without prior notice, to inspect the License Area for compliance with the terms of this Agreement, and with all applicable Federal, State and local (including those of the City) government regulations.

8. TERMINATION OF LICENSE

8.1 Notwithstanding the term of this Agreement, this License may be terminated during the term or any extended term in the following manner:

- i. By Licensee: At any time, without cause upon the giving of thirty (30) calendar days written notice of termination to City;
- ii. By City: At any time, without cause upon the giving of thirty (30) calendar days written notice of termination to Licensee; or
- iii. If, after written notice of default to Licensee of any of the terms or conditions of this Agreement, Licensee fails to cure or correct the default within ten (10) business days of receipt of written notice, City may immediately terminate the License.

9. ADMINISTRATION

This License shall be administered by the Community Development Department. The Community Development Director or his/her designee shall be the License Administrator and shall have the authority to act for City under this License. The License

Administrator or their authorized representative shall represent City in all matters pertaining to this License.

10. INDEMNITY AND LIABILITY FOR DAMAGES

10.1 Licensee shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"); which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any work performed or services provided under this Agreement including, without limitation, defects in workmanship or materials or Licensee's presence or activities conducted that relate in any way to this Agreement (including the negligent and/or willful acts, errors and/or omissions of Licensee, employees, vendors, suppliers, and anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Licensee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Licensee.

10.2 Licensee shall be liable and responsible for the security, repair and maintenance of the License Area to the extent necessitated by Licensee's use of the License Area under this Agreement. Licensee shall use care to protect the License Area and restore it to its original condition to the satisfaction of the City when the License Area is not in use by Licensee.

11. INSURANCE

Without limiting Licensee's indemnification of City, and prior to commencement of work, Licensee shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit F, and incorporated herein by reference.

12. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

This License shall not be assigned or transferred without the prior written approval of City which approval may be withheld in the City's sole and absolute discretion. Any assignment or transfer made without the City's prior written consent shall be null and void.

13. CONFLICT OF INTEREST

The Licensee or its employees may be subject to the provisions of the California Political Reform Act of 1974 ("Act"), which (a) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (b) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest. If subject to the Act, Licensee shall conform to all requirements of the Act. Notwithstanding Section 9, failure to conform to the requirements of the Act constitutes a material breach and is grounds for immediate termination of this Agreement by City. Licensee shall indemnify and hold harmless City for any and all claims for damages resulting from Licensee's violation of this Section.

14. NOTICE

14.1 All notices, demands, requests or approvals to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Licensee to City shall be addressed to City at:

Community Development Department
City of Newport Beach
Attn: Real Property Administrator
100 Civic Center Drive
Newport Beach, CA 92660

14.2 All notices, demands, requests or approvals from City to Licensee shall be addressed to Licensee at:

Sprouts of Promise Foundation
Attn: Mark Anderson
18282 Marbrise Abanita Drive
Murrieta, CA 92562
Phone: (310) 699-6134

15. STANDARD PROVISIONS

15.1 Recitals. City and Licensee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

15.2 Compliance with all Laws. Licensee shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all work prepared by Licensee shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the License Administrator.

15.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

15.4 Integrated Agreement. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

15.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

15.6 Amendments. This Agreement may be modified or amended only by a written document executed by both Licensee and City and approved as to form by the City Attorney.

15.7 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

15.8 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

15.9 Taxes. Licensee acknowledges that the License granted herein may be subject to possessory interest taxes. Licensee shall have the sole obligation to pay any taxes, fees and assessments, plus applicable penalties and interest, which may be imposed by law and arise out of Licensee's License hereunder. Licensee shall indemnify, defend and hold harmless City against any and all such taxes, fees, penalties or interest assessed, or imposed against City hereunder.

15.10 No Third Party Rights. The parties do not intend to create rights in or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.

15.11 No Attorneys' Fees. In the event of any dispute under the terms of this Agreement the prevailing party shall not be entitled to attorneys' fees.

15.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 8/28/25

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: Jose Montoya for
Aaron C. Harp
City Attorney
8.28.25
AG

By: _____
Grace K. Leung
City Manager

ATTEST:

Date: _____

LICENSEE: Sprouts of Promise
Foundation, a California nonprofit
organization

Date: _____

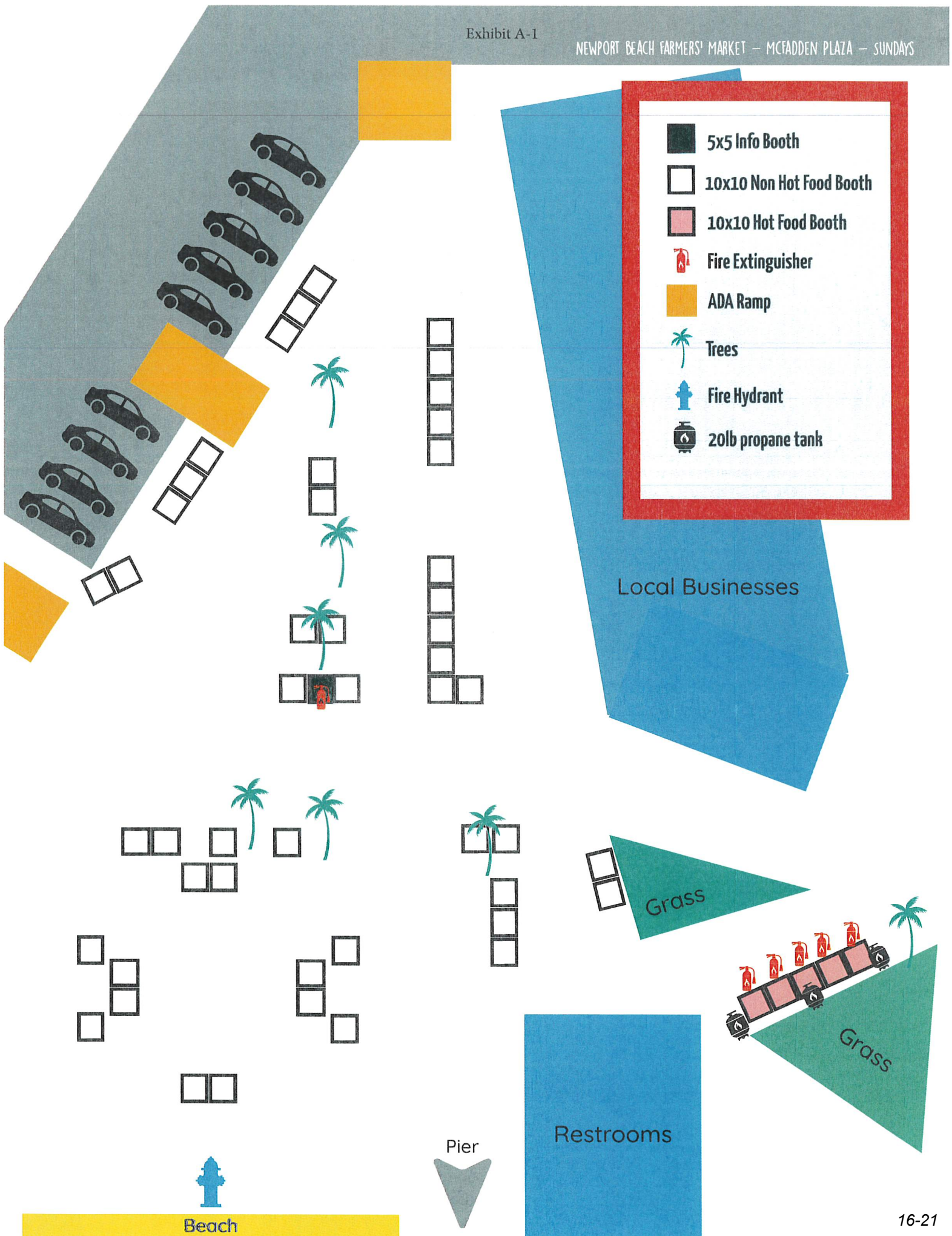
By: _____
Molly Perry
Interim City Clerk

By: _____
Mark Anderson
President

Attachments:

Exhibit A:	Depiction of License Area and Site Plan
Exhibit B:	Fire Department Conditions of Approval
Exhibit C:	Marketing Plan
Exhibit D:	Vendor Liability Release Statement
Exhibit E:	Traffic Regulations
Exhibit F:	Insurance Requirements

EXHIBIT A
LICENSE AREA





Newport
Beach
GIS



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Feet

Disclaimer: Every reasonable effort has been made to assure the accuracy of the data provided, however, The City of Newport Beach and its employees and agents disclaim any and all responsibility from or relating to any results obtained in its use.

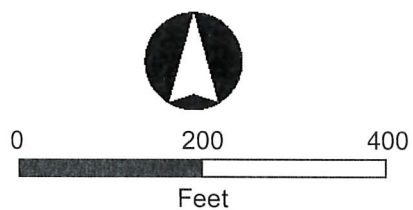
Imagery: 2009-2013 photos provided by Eagle Imaging www.eagleaerial.com

4/9/2015

Exhibit A-3



Newport
Beach
GIS



Disclaimer: Every reasonable effort has been made to assure the accuracy of the data provided, however, The City of Newport Beach and its employees and agents disclaim any and all responsibility from or relating to any results obtained in its use.

Imagery: 2009-2013 photos provided by Eagle Imaging www.eagleaerial.com

4/9/2015



Newport
Beach
GIS



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Disclaimer: Every reasonable effort has been made to assure the accuracy of the data provided, however, The City of Newport Beach and its employees and agents disclaim any and all responsibility from or relating to any results obtained in its use.

Imagery: 2009-2013 photos provided by Eagle Imaging www.eagleaerial.com

4/9/2015

Exhibit A-5



Newport
Beach
GIS



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Disclaimer: Every reasonable effort has been made to assure the accuracy of the data provided, however, The City of Newport Beach and its employees and agents disclaim any and all responsibility from or relating to any results obtained in its use.

Imagery: 2009-2013 photos provided by Eagle Imaging www.eagleaerial.com

4/9/2015

EXHIBIT B

FIRE DEPARTMENT CONDITIONS OF APPROVAL

1. Licensee shall obtain any necessary Fire Department permits that may be required based on the market layout shown on the Site Plan. Prior to implementing any modifications to the Site Plan, Licensee shall obtain any new or updated permits that may be required by the Fire Department.
2. Do not block entrances or exits from any building. Do not block Fire Department access to any fire suppression equipment.
3. Emergency access must be maintained at all times during the Certified Farmers' Market, including the set-up period before and the clean-up period after the event.
4. Obey all City, County and State regulations. Comply with the lawful orders of Police and Fire personnel, or other government officials.
5. Licensee is responsible for ensuring all tents/canopies/shade structures or other similar equipment being used at the event are properly secured to the ground to ensure the safety of event participants and the public.
6. Inspections required on all tent permits. If tent permit is required, inspection fees apply.
7. Bollards to be installed per permitted plans.
8. Do not exceed posted occupant load inside buildings.
9. Visible and mounted fire extinguishers with current service tags.
10. No smoking signs are required.
11. Illuminated exit signs.
12. Emergency lighting.
13. Exit doors are not to be blocked and are to remain accessible as exits when the tent is occupied.
14. All interior decorative fabrics or materials shall be flame resistant. Provide certificates of flame resistance.
15. Bonding of chairs (if used) in groups of three or more is required when loose seats, folding chairs, or similar seating is not fixed to the floor, the occupant load is 200 or more, and tables are not provided.

16. Cooking and heating equipment shall not be located within 10 feet of exits or combustible materials.
17. Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet from a temporary membrane structure, tent, or canopy.
18. LPG containers shall be located outside and be adequately protected and secured. If LPG used, permit must be obtained from Fire Department.
19. Open flame or other devices emitting flame are not permitted inside or within 20 feet of the tent, canopy, or temporary membrane structure.

If a pre-event inspection or inspector stand-by services are required, fees shall be charged accordingly.

EXHIBIT C

MARKETING PLAN

EXHIBIT C

MARKETING PLAN

- Maintain an attractive website with general market information (market hours, location, vendor recruitment info, e-newsletter sign-up, etc.).
- Monthly E-Newsletter distribution (celebrate seasonal produce, highlights market vendors, and promotes community happenings).
- Collaborate with community organizations to provide opportunities for cross-promotion and help us engage new audiences.
- Market Rewards (eg., free raffles, loyalty cards, etc.).
- Social Media: engage in relevant platforms for our markets (currently focused on Instagram and Facebook). Promote vendor & customer interaction.
- Open cross-collaborations with the City.

EXHIBIT D

CITY OF NEWPORT BEACH – FARMERS' MARKET VENDOR LIABILITY RELEASE STATEMENT

WHEREAS, the CITY OF NEWPORT BEACH, a California municipal corporation and charter City ("City"), has entered into a license agreement with SPROUTS OF PROMISE FOUNDATION, a California 501c3 nonprofit organization, to allow Sprouts of Promise to use the City owned public right-of-way located near West Balboa Boulevard and McFadden Place , within the area commonly known as McFadden Square and the Newport Pier, Newport Beach, California for a Certified Farmers' Market ("Farmers' Market");

WHEREAS, I, _____
being over the age of eighteen (18), have made a voluntary request to participate in the Farmers' Market; and

WHEREAS, in consideration of acceptance of my entry in the Farmers' Market, I agree on behalf of myself, my heirs, my executors, and administrators, to waive, release, and forever discharge any and all rights and claims for damages which may hereafter accrue to me against the below listed agencies, companies or entities, their officials, employees, as provided herein; and

WHEREAS, the City is willing to allow me to participate in the Farmers' Market pursuant to the below conditions.

NOW, THEREFORE, in consideration of the permission given to participate in the Farmers' Market, I do hereby agree to the following:

1. I recognize that participation in the Farmers' Market may be dangerous and contains risk of personal injury, death, disfigurement, disability or property damage or loss ("damages").

2. I have been fully informed of all aspects of the Farmers' Market and all aspects of the activities that I will be participating in at the Farmers' Market. Despite the potential risk of damages to me as a result of my participation in the Farmers' Market, I have decided to participate in the Farmers' Market. I understand and agree that my participation in the Farmers' Market is voluntary and that I may quit the Farmers' Market at any time.

3. I hereby agree to assume any and all risk and responsibility for all risks and damages associated with my participation in the Farmers' Market, whether identified by the City of Newport Beach, Sprouts of Promise Certified Farmers' Market, Sprouts of Promise Foundation, the market managers or the County of Orange including, but not limited to, strenuous physical activity or exertion, tripping or falling and being struck by objects or persons. Such risks may result in injuries that include, but are not limited to,

sprains, strains or tear of muscles or ligaments; fracture or dislocation of joints or bones; head or facial injuries; spinal cord or internal injuries; or other damages related to pre-existing medical conditions I may have.

4. To the maximum extent permitted by law, I hereby, for myself, my heirs, executors, administrators, assigns or anyone who might claim on my behalf, agree not to bring any claim, and waive, release and discharge the City of Newport Beach, Sprouts of Promise Certified Farmers' Market, Sprouts of Promise Foundation, the market managers or the County of Orange, its officials, officers, agents, volunteers, consultants, attorneys and employees ("Released Parties") from any and all duty to me; liability for any damages to me; and/or liability for any damages, losses, costs, and expenses arising out of or in the course of my participation in the Farmers' Market, including all liability for any active or passive negligence by the Released Parties. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I expressly intend this waiver and release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability or other theory of recovery.

5. I hereby for myself, my heirs, executors, administrators, and assigns, agree to defend and indemnify the Released Parties against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages or liability or expense of every kind and nature incurred or arising by reason of any actual or claimed negligent or wrongful act or omission of mine while participating in the Farmers' Market.

I HAVE READ, UNDERSTAND AND AGREE TO THE WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY MY SIGNATURE ON THIS DOCUMENT, I AM WAIVING MY RIGHTS, INCLUDING ANY RIGHTS I MAY HAVE AGAINST THE RELEASED PARTIES

Dated: _____

Signature

Printed Name

Witness

Original: To Records

EXHIBIT E

TRAFFIC REGULATIONS

1. Prior to implementing any modifications to the Site Plan, Licensee shall submit the changes to the market layout to the Public Works Department for review and approval.
2. All vehicles shall be lawfully parked. No fire lane exemption.
3. No exclusive use of street, alleys, or sidewalks, except in the License Area pursuant to the terms of this Agreement.
4. No exclusive use of public parking areas.
5. No activities permitted in any portion of public street, sidewalk, or alley, except in the License Area pursuant to the terms of this Agreement.
6. No posting of promotional signs permitted on a portion of public property, including trees, utility poles, street signs unless otherwise approved by relevant City staff.
7. Activities shall not create a pedestrian or traffic hazard. Prevent crowds from standing in streets and from blocking sidewalks.
8. Complete clean-up of the License Area is the responsibility of the Licensee.
9. All directional signage must be set-up on the day of the Certified Farmer's Market and removed immediately following the event, pursuant to the terms of Section 7 of this Agreement.
10. Do not block entrances or exits from any building. Do not block Fire Department access to any fire suppression equipment.
11. Licensee shall ensure all traffic control measures are installed no later than one-hour before the start of the Certified Farmer's Market and removed immediately following the event, pursuant to the terms of Section 7 of this Agreement.

EXHIBIT F INSURANCE REQUIREMENTS

1. Provision of Insurance. Without limiting Licensee's indemnification of City, and prior to commencement of work, Licensee shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Licensee agrees to provide insurance in accordance with requirements set forth here. If Licensee uses existing coverage to comply and that coverage does not meet these requirements, Licensee agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Licensee shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California.

Licensee shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, and employees.
 - C. General Liability Insurance. Licensee shall maintain commercial general liability insurance, and if necessary excess/umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from bodily injury, property damage, product liability, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract. If required, the policy shall be endorsed to include affirmative coverage for Sexual Abuse/Molestation and corporal punishment, or a separate policy shall be obtained with a limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) general aggregate.

- D. Automobile Liability Insurance. Licensee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Licensee arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.
 - E. Professional Liability Insurance. If determined by the City's Chief of Police for Licensee to secure a private security guard or guards, Licensee shall require and verify that contractor(s) maintain professional liability insurance with limit of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. The policy shall include coverage for assault and battery, abuse and molestation, care custody and control, and false arrest.
 - F. Excess/Umbrella Liability Insurance. If any excess or umbrella liability policies are used to meet the limits of liability required by this contract, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this contract, including, but not limited to, the additional insured and primary & non-contributory insurance requirements stated herein. No insurance policies maintained by the City, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess/umbrella liability policies are exhausted.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, and employees or shall specifically allow Licensee or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Licensee hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.
 - B. Additional Insured Status. All liability policies including general liability, excess liability and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officials, agents, volunteers, and employees shall be included as insureds under such policies.

- C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
 - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Licensee shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Licensee sixty (60) calendar days advance written notice of such change.
 - C. Enforcement of Agreement Provisions. Licensee acknowledges and agrees that any actual or alleged failure on the part of City to inform Licensee of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
 - D. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
 - E. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
 - F. City Remedies for Non-Compliance. If Licensee or any subcontractor fails to provide and maintain insurance as required herein, then City shall have

the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Licensee's right to proceed until proper evidence of insurance is provided.

- G. Timely Notice of Claims. Licensee shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Licensee's performance under this License, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- H. Licensee's Insurance. Licensee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
- I. Vendor Insurance. The Licensee shall require and verify that all Vendors maintain insurance meeting all the requirements stated herein, excluding professional liability. Vendors shall maintain commercial general liability covering bodily injury, property damage, product liability, and personal and advertising injury, with limits of not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, or such other limits as the City may reasonably require. A copy of the insurance policy shall be provided to City upon request. Vendors shall procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.