

Permit # \_\_\_\_\_

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## SEPULVED BASIN RECREATION ZONE PERMIT

| Permit applicant: \_\_\_\_\_ (“Permittee”)

Permit for use of the Sepulveda Basin Recreation Zone managed by the Mountains Recreation and Conservation Authority (“MRCA”)

| Date of Permit \_\_\_\_\_, 20\_\_15\_\_ to \_\_\_\_\_, 20\_\_15\_\_

BOATING (if applicable)

| Put-in (Launch) time(s) \_\_\_\_\_

### Recitals

- A. MRCA is the manager of the Sepulveda Basin Recreation Zone (hereinafter the “Zone.”)
- B. The MRCA is a joint exercise of powers agency formed by the Santa Monica Mountains Conservancy (“SMMC”), the Conejo Recreation and Park District (“Conejo”) and the Rancho Simi Recreation and Park District (“Rancho Simi”) pursuant to California Government Code Section 6500, *et seq.*
- C. The MRCA’s mission is to buy, preserve, protect, restore and enhance treasured pieces of Southern California to form an interlinking system of urban, rural river parks, open space, trails, and wildlife habitats that are easily accessible to the general public. All payments generated from permits for use of land operated or managed by the MRCA are used by MRCA to operate and manage MRCA land in a manner consistent with its mission.
- D. The MRCA is a public park agency and owns and manages public parkland in trust for the people of California. All parties to this Permit understand and acknowledge that the primary responsibility of the MRCA and its employees is to further its mission and to ensure that public parkland in its trust remains safe, secure and open to the public.
- E. MRCA has been authorized by the City of Los Angeles to operate and enforce the provisions of the MRCA Ordinance in and over the Zone, located in the City of Los Angeles, California.

- F. The MRCA hereby agrees to issue this permit for the Zone to \_\_\_\_\_ subject to the terms outlined herein.
- G. Extension of this period may be granted, in writing, at the discretion Executive Officer of the MRCA or his designee.

Therefore, incorporating the above recitals, this Permit is issued pursuant to and subject to the following:

### **1. Terms and Conditions**

- A. Permittee agrees to pay the fee associated with its use of the Zone under this permit pursuant to the structure laid out in Exhibit B, attached hereto and incorporated by reference herein.
- B. Permittee understands that this Permit is being issued at the sole discretion of the MRCA and Permittee understands that the activities permitted hereunder shall be limited to lawful activities that are necessary and customary for the permitted uses, subject to the terms and conditions herein.
- C. MRCA and Permittee agree that the scope of use of the Zone under this Permit is also subject to the particular terms of usage for the Zone as outlined in Exhibit A, attached hereto and incorporated by reference herein.
- D. Permittee will exercise the utmost care to see that no natural, historic or cultural features are injured and, after completion of the program, the area will, as required by the official in charge, either be cleaned up and restored to its prior condition or left, after clean-up, in condition satisfactory to the official in charge.
- E. Photographing or filming of resident wildlife will be permitted only when such wildlife will not be molested, harmed, or disturbed thereby.
- F. Permittee understands that they, their designated agents, and all program participants are required to comply with all park regulations. If Permittee, Permittee's designated agents, or Permittee's program participants have violated park regulations, then such violations will be addressed by law enforcement Rangers.

- G. Permittee will ensure that all program equipment meets all state and federal safety standards and regulations
- H. The Permittee, in exercising the privileges granted by the permit shall comply with the regulations of state, county and municipal laws, ordinances, or regulations, which are applicable to the area of operations covered by this permit
- I. Parking is located at the Balboa Soccer Complex or on Woodley Avenue cross of Burbank Boulevard.
- J. Permittee agrees to comply with any special instruction issued by the MRCA official in charge of the area and to supply MRCA officials with information requested relating to the use of the Zone under this Permit.
- K. No personal gratuity of any nature whatsoever will be offered to any employee of the represented entity in connection with the exercise of the privilege granted under this Permit.
- L. Permittee understands and accepts the following MRCA Ordinance § 3.13:
  - (a) No person shall use parkland for any commercial or filming use without a permit issued by the Executive Officer or the Executive Officer's designee. Commercial filming use may be permitted only when to do so would not damage or impair the natural features of any park, nor unreasonably interfere with public enjoyment of the area. Any person using parkland for commercial filming purposes shall have the original signed permit in their possession and shall display such permit at the request of any employee of the Authority or any peace officer. No person shall violate any term, condition, or limitation of any such permit. Violation of this section is punishable pursuant to § 5.0(a) and § 6.2.1(b)(1).
  - (b) No person shall use parkland for any commercial use without a permit issued by the Executive Officer or Executive Officer's designee. Commercial uses include, but are not limited to, fitness instruction,, dog walking, food vending, and ancillary services for commercial filming as described in subsection (a). Violation of this section is punishable pursuant to § 5.0(a) and § 6.2.1(b)(1).
- M. Extension of this period may be granted, in writing, at the discretion Executive Officer of the MRCA or his designee.

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### **3. Breach of Terms/Suspension of Permit**

- A. Permittee understands that failure to comply with the terms of this Permit and/or failure to comply with directions from MRCA personnel regarding the use of the Zone under this Permit shall constitute a breach of the terms thereof.
- B. This permit is a revocable permit and, in the event of a material breach, may be revoked for cause at the discretion of MRCA Executive Officer, or his designee upon notice, if damage to resources or facilities are threatened, notwithstanding any other term or condition of the permit to the contrary, subject to reasonable cure period as provided in Subsection C below.
- C. MRCA agrees that it will provide Permittee verbal, followed by written, notice of any material breach and provide reasonable opportunity to cure such breach. Failure to cure breach within five (5) business days of notice may, at the discretion of MRCA, result in revocation of this Permit. Repeated instances of breach may also result in revocation of this permit, at the discretion of MRCA.
- D. This Permit may be suspended if the program, or an element thereof, constitutes or creates an imminent threat to persons or property. Likewise, at the discretion of MRCA, production under this permit may be immediately suspended upon the occurrence of any other event, including but not limited to fire or flood, that creates an imminent threat to persons or property, whether or not caused by Permittee. The suspension of program will be lifted when the imminent threat has been resolved to the reasonable satisfaction of MRCA.

### **4. Insurance**

Permittee shall secure and maintain a liability insurance policy for the activities permitted herein and shall name the SMMC, MRCA, State of California, Conejo, Rancho Simi, City of Los Angeles, Los Angeles Department of Water and Power, County of Los Angeles, Los Angeles County Flood Control district, and United States Army Corps of Engineers as additional insured entities for the duration of this Permit. A certificate of insurance, with the required endorsements, shall be submitted to the representative when the Permit is submitted for approval. The

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insurer will not cancel or reduce the insured's coverage during the period that this permit is in effect without ten day's prior written notice to the MRCA. This policy of liability insurance is to be in an amount not less than the following:

Public Liability:	\$2 million each person;
Property Damage Liability:	\$2 million each occurrence;
Products Damage Liability:	\$2 million.
Medical Payments	\$5,000 each person

Copy of binder attached \_\_\_\_\_

On file at MRCA \_\_\_\_\_

### **5. Hold Harmless/Indemnity**

Permittee hereby agrees to save, hold harmless, and indemnify the SMMC, MRCA, State of California, Conejo, Rancho Simi, City of Los Angeles, Los Angeles Department of Water and Power, County of Los Angeles, Los Angeles County Flood Control district, and United States Army Corps of Engineers their officers, employees, agents, consultant or affiliates from any and all claims, damages, suits at law or equity of whatever kind of nature for damages to or loss or property or injury or death to persons resulting directly or indirectly from or attributable to the Permittee or its employees or contractors in connection with the activities authorized by this permit excepting only the gross negligence or willful misconduct of SMMC or MRCA.

### **6. Group Administrative Permit Fee Acknowledgment**

Pursuant to Government Code section 831.7, Permittee agrees and acknowledges that the payment of any fee associated with this Permit for the use of the Zone is strictly a group use administrative permit fee, and not a specific fee for participation any particular recreational activity within the Zone.

By signing below, Permittee acknowledges that it has read and understands the terms of this Permit and agrees to be bound by them.

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PERMITTEE:

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

Date: \_\_\_\_\_

Title:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

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

Approved by MRCA:

\_\_\_\_\_

Date: \_\_\_\_\_