



# CITY OF CARSON

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File #: 2023-1061, Version: 1

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## Report to Mayor and City Council

Tuesday, February 21, 2023

Consent

### SUBJECT:

### CONSIDER A CO-SPONSORSHIP REQUEST FOR THE ADULT REAL RUN BASKETBALL LEAGUE (CITY COUNCIL)

#### I. SUMMARY

The Real Run Enterprise Incorporated (Real Run) is seeking a co-sponsorship with the City of Carson to operate a summer adult basketball league for college and prospective National Basketball Association (NBA) players. The co-sponsorship includes a request for 100% waiver of facility rental fees of \$22,037 and staff hours of \$2,826 for the use of the Veterans SportsComplex, for a total cost of \$24,863. Additionally, the organization is requesting that the City provide Summer Youth Workers to assist with game operations at an estimated cost of \$3,139 for the entire summer season. Therefore, the grand total is \$28,002.

#### II. RECOMMENDATION

TAKE the following actions:

1. CONSIDER a co-sponsorship request from Real Run Enterprise Incorporated that includes a total of \$24,863 in waived facility rental and staff fees for use of the Veterans Sports Complex.
2. CONSIDER Real Run Enterprise Incorporated's request for the City to provide Summer Youth Workers at a total cost of \$3,139.

#### III. ALTERNATIVES

1. DO NOT APPROVE the recommendation.

2. TAKE another action the City Council deems appropriate.

**IV. BACKGROUND**

Established in the 1990s, the Real Run Enterprise Incorporated (Real Run) is a 501 (c)(3) non-profit (Exhibit No. 1). It's relationship with the City of Carson began with the Summer Basketball Program that hosted professional players at the Veterans Sports Complex.

The City's relationship with Real Run began 18 years ago when, on May 17, 2005, the City Council approved a waiver of for the use of Veterans Sports Complex at a cost of \$40,848 and the City providing Summer Youth Workers at a cost of \$9,806. On June 22, 2021, the City Council approved a fee waiver for facility use of Veterans Sports Complex at a cost of \$21,729, and for the City to provide Summer Youth Workers at a cost of \$5,208. On June 07, 2022, the City Council approved a fee waiver for facility use of Veterans Sports Complex at a cost of \$24,863 (Exhibit No. 2), and for the City to provide Summer Youth Workers at a cost of \$1,047.

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This year, Real Run is proposing to operate a summer adult basketball league for college and prospective National Basketball Association (NBA) players. The program will include workshops for participating college and high school athletes, as well as interested local high school or college athletes in the City of Carson. Among the many workshop topics are Financial Literacy, Mental Health, Legal and Law Enforcement collaboratives, and Health and Fitness concepts. The League operator desires to run this program at the SportsComplex for a total of 8 weeks, from June 17, 2023, through July 30, 2023, on Saturdays and Sundays, from 11:00 AM - 6:00 PM. Clinics will be held every Saturday, from 10:00 AM - 11:00 AM. An additional week is scheduled for playoffs: Thursday, August 3, 2023, and Friday, August 4, 2023, from 5:00 PM - 9:30 PM; Semi-Finals will be held on Saturday, August 5, 2023, from 1:00 PM - 5:30 PM; and the Championship is scheduled for August 6, 2023, from 1:00 PM - 4:00 PM. This schedule will encourage full participation by college athletes by eliminating conflicts between their summer commitments and their athletic or academic programs. In addition, the games are open to the public for the community to view and experience high-quality basketball games with elite players.

Staff has in the past explored the possibility of supporting this program as a City-operated adult sports league. However, as outlined by Real Run, registration is restricted to college athletes and current/prospective NBA players within 100 miles of the Sports Complex gymnasium. Due to its closed registration, the league would not be open to the General Public, and would not be eligible to be operated as a City sports league.

Should the City Council agree to co-sponsor the summer league, Real Run Enterprises Incorporated would be responsible for all aspects of the exclusive, adult league, including games schedules, officials, score keeping, uniforms for league participants, 7 youth summer basketball clinics with giveaways, and collection of registration fees for 8 teams in the amount of \$1,000 per team. The City would be responsible for providing the Veterans Sports Complex's main gymnasium, bleachers, and staff for the facility only. The City, in conjunction with Real Run staff, would also offer a youth summer basketball clinic to operate prior to the weekly adult Real Run league games. With the oversight and administration of City staff, the free clinics will be coached by adult Real Run athletes and Real Run staff providing fundamentals of basketball, scrimmages, an instruction to participants. Giveaways will also be donated by Real Run Enterprise. Finally, Summer Youth Workers would be provided by the City to assist with the cleaning of equipment, mopping floors, and refilling of water for the players.

To keep registration fees down while delivering a quality league to elite adult players in the region, Real Run Enterprise is requesting a fee waiver request for facility use and staff hours at a cost of \$24,863, and the assistance of Summer Youth Workers at a cost of \$3,139. Should the City Council approve this request, the total City commitment is \$28,002.

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## **V. FISCAL IMPACT**

Should the City Council decide to co-sponsor the program, the Real Run Enterprise Incorporated would receive a facility rental and staff cost fee waiver of \$24,863 total. The Real Run is also requesting the use of four (3) Summer Youth workers each evening of game play to assist with the program at a cost of \$3,139. The total City commitment is \$28,002.

## **VI. EXHIBITS**

1. Real Run Enterprises Incorporated 501(c)(3) Determination Letter. (pg. 4-5)
2. Facility Use Permit. (pg. 6-12)

Prepared by: Dara Sandoval, Recreation Program Manager, and Michael Whittiker, Community Services / Parks & Recreation Director

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 22 2019**

REAL RUN ENTERPRISE INCORPORATED  
19210 REINHART AVENUE  
CARSON, CA 90746-0000

Employer Identification Number:  
83-4653039  
DLN:  
26053529003219  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
April 01, 2019  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, thee-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Corporate Yard  
18601 S Main St  
Carson, CA 90248

PHONE:(000) 000-0000

**Permit # R1711**

**Status** Approved

**Date** Dec 28, 2022 9:08 AM

|                        |  |                          |                     |
|------------------------|--|--------------------------|---------------------|
| <b>Customer Name</b>   | DeAnthony Langston - 6393              | <b>Cell Phone Number</b> | (310) 936-1975      |
| <b>Customer Type</b>   | General Public                         | <b>Email Address</b>     | realrun54@gmail.com |
| <b>Mailing Address</b> | 19210 Reinhart Ave<br>Carson, CA 90746 |                          |                     |
| <b>System User</b>     | larguera                               |                          |                     |

|                         |                    |
|-------------------------|--------------------|
| Rental Fee              | \$24,738.00        |
| Discounts               | \$0.00             |
| Subtotal                | \$24,738.00        |
| Deposits                | \$125.00           |
| Deposit Discounts       | \$0.00             |
| <b>Total Permit Fee</b> | <b>\$24,863.00</b> |
| Total Payment           | \$0.00             |
| Refunds                 | \$0.00             |
| Balance                 | \$24,863.00        |

**De' Anthony Langston- Real Run** 1 resource(s) 12 booking(s) Subtotal: \$24,863.00

**Event Notes:**

- Customer will have Main Gym 6/17/23 - 8/6/23 \$240 per hour from 9:30am-6pm. Total hours of usage per day 8.5 hours from 6/17/23 - 7/29/23. \$240 per hour on 7/30/23 from 11am - 6pm for a total of 7 hours. \$240 per hour on 8/3/23 & 8/4/23 from 5:00pm - 9:30pm for a total of 4.5 hours, \$240 per hour on 8/5/23 from 1:00pm - 5:30pm for a total of 4.5 and \$240 per hour on 8/6/23 from 1:00pm - 4:00pm for a total of 3 hours. Total Amount per day from 6/17/23 - 7/29/23 is \$2550.00. Total amount per day on 7/30/23 is \$1680.00. Total amount per day on 8/3/23 & 8/4/23 is \$2160.00. Total amount per day for 8/5/23 is \$1080.00 and \$240 per hour on 8/6/23 from 1:00pm - 4:00pm. Total is \$720.00
- Reservation will include one staff for each day for \$36 per hour from 6/17/23 - 7/30/23, 8/5/23 & 8/6/23. Total staff fees \$2664.00. Staff fees are \$18 per hour from 8/3/23 and 8/4/23. Total is \$162.00. Total staff fees are \$2826.00
- There's a 10% Admin fee included for \$24.00 from 6/17/23 - 8/6/23. Total admin fees are \$1992.00
- A one time security deposit of \$125 is required and will be refunded at the end of the permit.

Total permit fees \$24,863.00

-Summer Workers will be Utilized from 6/17/23 to 8/6/23. 6 hours per day \$15.50 an hour.

[Booking Summary](#)

| VSP Gymnasium-Main Gym (P&R Reservations) |                      | Center: Veterans Sports Complex |             |
|---|----------------------|---------------------------------|-------------|
| START DATE/TIME                           | END DATE/TIME        | ATTENDEE                        | AMT W/O TAX |
| Jun 17, 2023 9:30 AM                      | Jun 17, 2023 6:00 PM | 1                               | \$2,550.00  |
| Jun 24, 2023 9:30 AM                      | Jun 24, 2023 6:00 PM | 1                               | \$2,550.00  |
| Jul 1, 2023 9:30 AM                       | Jul 1, 2023 6:00 PM  | 1                               | \$2,550.00  |
| Jul 8, 2023 9:30 AM                       | Jul 8, 2023 6:00 PM  | 1                               | \$2,550.00  |
| Jul 15, 2023 9:30 AM                      | Jul 15, 2023 6:00 PM | 1                               | \$2,550.00  |
| Jul 22, 2023 9:30 AM                      | Jul 22, 2023 6:00 PM | 1                               | \$2,550.00  |
| Jul 29, 2023 9:30 AM                      | Jul 29, 2023 6:00 PM | 1                               | \$2,550.00  |
| Jul 30, 2023 11:00 AM                     | Jul 30, 2023 6:00 PM | 1                               | \$2,100.00  |

|                       |                     |   |            |
|-----------------------|---------------------|---|------------|
| Aug 3, 2023 5:00 PM   | Aug 3, 2023 9:30 PM | 1 | \$1,269.00 |
| Aug 4, 2023 5:00 PM   | Aug 4, 2023 9:30 PM | 1 | \$1,269.00 |
| Aug 5, 2023 1:00 PM   | Aug 5, 2023 5:30 PM | 1 | \$1,350.00 |
| Aug 6, 2023 1:00 PM   | Aug 6, 2023 4:00 PM | 1 | \$900.00   |
| Resource level fees   |                     |   | \$125.00   |
| <b>Facility Notes</b> |                     |   |            |
| Main Gym              |                     |   |            |

[Waivers and Information](#)

| INFORMATION DESCRIPTION  | SIGNING STATUS |
|--|----------------|
| <p>Jumper Company Information</p> <p>Jumper Information</p> <ul style="list-style-type: none"> <li>• \$30 Resident / \$35 Non-Resident Fee for Jumper to be on the Park</li> <li>• Grass area is reserved for Jumper Only</li> <li>• Size Limits 15' x 15' Jumper, 1 Per Permit Only</li> <li>• JUMPER COMPANY MUST PROVIDE GENERATOR</li> <li>• NO WATER SLIDES, NO PETTING ZOOS, NO MECHANICAL EQUIPMENT, NO OBSTACLE COURSES, NO TRACKLESS TRAINS, AND NO FOOD TRUCK VENDORS</li> <li>• The Following jumper companies hold current City of Carson Business Licenses and \$1,000,000 Liability Insurance Policy</li> </ul> <p>Jumper Rental Companies</p> <p>ABC Party Rental (310) 834-2892</p> <p>Jumpers El Manas (310) 809-1972</p> <p>Kandy Specialty Party Supplies &amp; Services (310) 819-8764</p> <p>The Trackless Train (310) 567-2647</p> | Unchecked      |

| WAIVER NAME   | DUE DATE     | FOR | SIGNING STATUS |
|---|--------------|-----|----------------|
| CS Refund Policy Programs   | Jun 17, 2023 |     | Unsigned       |
| <p>Refund Policy Details</p> <ol style="list-style-type: none"> <li>1. No refunds will be issued without original receipt.</li> <li>2. In the event of emergencies or special circumstances, the Community Services Director or Division Manager, or a designee, may approve a refund for the full amount less the prorated value of the services received and an administrative fee of \$10.</li> <li>3. If payment is made by check, the approved refund cannot be made until that check clears the bank. Proof of bank clearance must be provided to the City.</li> <li>4. The Community Services Director or Division Manager reserve the right to approve exceptions or revise the refund policy as necessary.</li> <li>5. No processing fee will not be returned in the event a refund is granted.</li> </ol> <p>UNDER CALIFORNIA CIVIL CODE, CHAPTER 522 SECTION 1719...IF YOUR CHECK BOUNCES...YOU COULD BE LIABLE FOR THREE (3) TIMES THE AMOUNT OF THE CHECK OR \$100, WHICHEVER IS MORE...PLUS THE FACE VALUE OF THE CHECK AND COURT COSTS (BAD CHECK WRITERS ALSO FACE CRIMINAL PENALTIES)</p> <p>NO REFUNDS WILL BE GIVEN UNLESS THE EVENT IS CANCELED BY THE CITY OF CARSON. THERE WILL BE A \$25.00 SERVICE CHARGE ON ALL RETURNED CHECKS. In consideration of your accepting this registration, I hereby agree to indemnify and hold harmless the City of Carson, their officers, agents, or employees from any liability or claim of action resulting from the participation in this program by the person registered, excepting inquiries and other damages caused solely by City negligence.</p> |              |     |                |

|  |                    |          |
|--|--------------------|----------|
| P&R Facility Reservation R&R, ReleaseJun 17, 2023<br>Indem.  | DeAnthony Langston | Unsigned |
| <p>City of Carson Community Services Department<br/>Parks and Recreation Division<br/>Facility Reservation Request Form/Permit Application<br/>Including Waiver, Release and Indemnification Agreement and Rules and Regulations<br/>for Use of Park and Recreation Facilities</p> <p>I. RULES AND REGULATIONS</p> |                    |          |

#### Park Ordinances

- Animals are prohibited on park grounds. Carson Muni. Code ("CMC") §3300 et seq.; Animal Control Ordinance §10.40.110.
  - No Smoking on park grounds. CMC §41107.
  - No alcohol on park grounds. CMC §4209.
  - No littering/vandalism of park property. CMC §5309.
  - No amplified sound to exceed a distance of 50 feet. CMC §4139.1.
  - No vending of food, drinks or other items on park premises, except as otherwise provided for sidewalk vendors in the CMC (CMC §4118.1, §31000 et seq.).
  - Groups using Park facilities outside of regular park hours are required to obtain a permit and may be required to have City-contracted sheriffs and additional staff at their activity. CMC §4137.
  - Use of Park picnic shelters requires a permit. CMC §4138.
  - Groups of 25 or more must obtain a permit to utilize parks. CMC §4139.
- The foregoing is a non-exclusive/non-exhaustive list of applicable Park Ordinances.

#### General Reservations Rules and Regulations

\*Customer must be at least 21 years of age to request a reservation\*

1. A Facility (as defined below) reservation request/application must be submitted using this Facility Reservation Request Form/Permit Application including Waiver, Release and Indemnification Agreement and Rules and Regulations ("Application") a minimum of fourteen (14) days before the requested date of use. If the form is submitted less than fourteen (14) days in advance, a non-refundable late processing fee of \$25 will be applied. No Facility reservation will be issued more than three (3) months in advance.
2. Reservations for use of City Parks and Recreation facilities ("Facilities") are for a minimum of two (2) hours' duration of permitted use.
3. The undersigned Applicant/Customer ("Customer") shall be solely responsible for making ALL payments on any contract entered into pursuant to approval of this Application (the "Contract"). The Customer must be present at the reserved Facility for the duration of the reservation, or the reservation will be cancelled and all security deposits and fees will be forfeited. Reservations are NON-TRANSFERABLE. Proof of identification must be present at start and conclusion of reserved Facility use.
4. Facility evaluations must be filled out prior to and at the conclusion of the reserved use by the Customer ONLY, as a pre-condition of return of Customer's security deposit.
5. No date, time or location may be changed after the Facility reservation is paid in full.
6. The City of Carson ("City") reserves the right to cancel, reject or disqualify pending or future Facility reservations due to misuse of City facilities, evident violation of or refusal to agree to any of the Rules and Regulations, or mistreatment of staff.
7. The use of candles, open flames, or fog machines is strictly prohibited. Customer may be liable for Fire Department charges for false fire alarms.
8. All parking is on a first-come first-serve basis. The City is not responsible for any parking violations, towing, or damage of or to any vehicles present on Facility premises.
9. Vehicles are not allowed to be driven onto Facility premises (with the exception of parking lots or designated loading areas) to unload/load equipment, supplies, etc.
10. Use of Facilities for non-City sponsored programs for purposes such as promotion of or registration for programs that may conflict with an existing City program, as determined by the City's Recreation Supervisor or designee in his/her sole discretion, is prohibited. This includes using the City's logo or seal on banners, flyers, invitations, and other forms of advertising (see CMC §4131-4134).
11. RENTAL /REGULAR RATES – the City's rental/regular fee applies to residents, non-residents, and non-profit organizations. STAFF COSTS – Eighteen dollars (\$18) per hour, per staff member for work on each Application for any resident/non-resident/non-profit prior to 5 p.m. The fee is Thirty-Six dollars (\$36) per hour, per staff member for work on each Application after 5 p.m. Any group present for a Facility reservation during hours of closure must pay for two (2) to four (4) L.A. County Sheriffs, as determined by City in its sole discretion based on review of the Application for issuance of the required permit (see paragraph 12 below; CMC §4137). There are no exceptions.
12. Permits are REQUIRED during hours of closure and on holidays (CMC §4137).
13. NO adult entertainment allowed on Facility premises.
14. NO deceased bodies allowed on Facility premises.
15. Complete Facility reservations may be cancelled, and pending Applications may be denied, in favor of conflicting City programs or events at the sole discretion of the City's Recreation Supervisor or designee. Otherwise-valid reservations that are so cancelled or denied may be moved or rescheduled to a later date.
16. The reservation time/duration stated on the Contract includes set-up, tear down, and clean-up.

#### Indoor Facilities Rules and Regulations

1. Kitchen rental is ONLY available with rental of activity/community room.
2. The Customer (who may be assisted by his or her reservation group) is responsible for all cleaning, which includes sweeping/mopping of floors, removing all decorations, and cleaning tables and chairs. Customer is responsible for cooking/cleaning supplies (i.e. pots, pans, soap, sponge, etc.). City staff will provide broom, mop, dustpan, and trash bags ONLY.
3. Events must conclude to allow cleaning to begin at least 30 minutes prior to the reservation conclusion time stated in the Contract.
4. No decorations may be fastened to fixtures, walls or tables. When decorating, Do Not Use pins, nails, thumb tacks or duct tape.
5. Existing City decorations shall not be removed.
6. The number of attendees/participants shall not exceed the maximum occupancy of the reserved Facility or room.
7. Food vendors preparing food outdoors or on patio areas must cover the ground and leave the area clean.
8. Additional hours may not be purchased on day of reserved Facility use.
9. All fees and deposits will be forfeited if the Customer does not show up or if the Customer or his or her group exceeds their allotted reservation time.



#### Outdoor Picnic Grass/ Shelter Areas

1. The Customer (who may be assisted by reservation group) is responsible for all cleaning, which includes removing all decorations, disposing of trash, and removing of any adhesives that hold decorations.
2. Food vendors preparing food outdoors or on patio areas must cover the ground and leave the area clean.
3. No electrical is provided for outdoor areas (Customer must bring their own generator if they wish to have power).
4. The number of attendees/participants shall not exceed maximum occupancy of the picnic grass/shelter area or other reserved Facility.
5. No person shall ride, operate or use a skateboard or in-line skates within a City park except as provided in CMC Section 4139.2 with respect to the Veteran's Park skate facility. CMC §4139.2
6. All fees and deposits will be forfeited if the Customer does not show up or the Customer or his or her group exceeds their allotted reservation time.
7. A jumper reservation is required in order for a jumper or moon bounce to be used on Facility premises (see below).

#### Jumper/Moon Bounce Companies

- Size limit on jumper is 15 ft. X 15 ft.
- Clowns, face painting, popcorn, cotton candy and snow cone machines are allowed.
- NO OTHER FORMS OF ENTERTAINMENT ARE ALLOWED (NO water slides, petting zoos, mechanical rides, trackless trains, obstacle courses, or food vendors).
- Jumper/Moon Bounce company/customer must provide generator.
- No refund on Jumper/Moon Bounce reservation

Staff will provide interested prospective applicants/customers with an approved list of vendors that hold a current City of Carson business license and liability insurance. No vendor not appearing on the list may be used.

**\*\*NO Tommie, Homie or Kool Aid the Clown permitted on Facility premises.**

#### Resident/Non-Resident Policy

The Customer must provide one of the following as proof of Carson residency.

- Valid California Driver's License or Identification Card.
- Utility bill in Customer's name (gas, electric, phone).

If Customer is not able to provide proof of residency per above, Customer will be charged the non-resident fee. (NO Exceptions)

#### Deposit/Cancellation/Payment/Refunds

1. No Cash Payments Accepted. Payment options: credit card, debit card, money order & cashier checks. No other payment method is accepted.
2. Full Payment must be made at the time of Facility reservation. NOTE: Reservation work days are Monday through Thursday from 8:00 a.m. to 5:00 p.m.
3. Any cancellation will automatically result in a \$50 cancellation fee, except for cancellations due to City events or rain-outs (as defined below).
4. No refund will be given for any Facility reservation that is cancelled fourteen (14) days or less prior to the reserved Facility use date.
5. All cancellation notices must be emailed to [reservations@carsonca.gov](mailto:reservations@carsonca.gov) or written and sent to 18601 S. Main Street, Carson CA 90248 ATTN: Reservations Department.
6. Please allow four to six weeks after the event/use is completed for processing of any refunds and security deposits.
7. Any Customer or group remaining at a Facility beyond the allotted time on their Facility reservation will cause the subject Customer to automatically FORFEIT the entire security deposit.

#### Rainy Day Schedule

Refunds will be issued for outdoor picnic grass/shelter area Facility reservations if the reservation is cancelled by City due to a rain-out. Rain-out, for purposes of these Rules and Regulations, means a day of inclement weather which prohibits Customer's usage of the shelter. Rain-out cancellation will be determined at the sole discretion of the City's Recreation Supervisor or his/her designee.

#### ACKNOWLEDGMENT OF RULES AND REGULATIONS

Customer agrees to abide by and make reasonable efforts to ensure compliance by the persons using the Facility pursuant to his/her reservation with all ordinances, policies, rules, regulations and requirements of the City applicable to Customer's use or occupancy of the Premises, including but not limited to all of those set forth above (the "Rules and Regulations"), and hereby acknowledges that it has read, understands, and agrees to the Rules and Regulations.

#### II. LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

In consideration for City's review and processing of Customer's Application, the undersigned Customer, on behalf of itself and its organization, group, members, affiliates, constituents and/or invitees using or occupying the Premises pursuant to or in connection with Customer's Application ("Customer"), hereby certifies, acknowledges and agrees as follows:

Customer shall be solely, fully and personally responsible for any damage to the reserved Facility or any other City facility or property (collectively, the "Premises") arising from or related in any way to Customer's use or occupancy of the Premises in connection with Customer's Application (Customer's "use" of the Premises).

Customer hereby waives, releases and discharges the City and its officers, agents and employees (each, a "City Party") from and against any and all claims or liabilities to Customer or any other person or entity, including but not limited to claims or liabilities for bodily injury, illness, death, or property damage, arising from or related in any way to Customer's use of the Premises, including the negligence of the City or any users or

occupants of the Premises, and Customer agrees to waive its rights to make any such claims through any action or proceeding against the City or any City Party. Customer also understands that an inherent risk of exposure to and spread of COVID-19 exists in any public space where people are present, including with respect to Customer's use of the Premises. Customer acknowledges that COVID-19 is an extremely contagious disease that can lead to severe illness and death. Customer voluntarily assumes all risks of exposure to or spread of COVID-19 or any variant thereof related to or arising from Customer's use of the Premises, and Customer assumes sole responsibility therefor and agrees to hold harmless City and each City Party in connection therewith. Customer is voluntarily using or occupying the Premises notwithstanding these risks, and Customer acknowledges that it must comply with all applicable federal, state and local laws and guidelines related to preventing the spread of COVID-19 or any variant thereof in connection with Customer's use of the Premises, and further acknowledges that even where Customer is in full compliance with such laws and guidelines, there is no guarantee that any person who uses or occupies the Premises, including but not limited to Customer, will not become infected with COVID-19 or any variant thereof. However, Customer understands that this paragraph is not intended to release any party from any act or omission of "gross negligence."

In giving the foregoing release and waiver, Customer expressly waives any and all rights conferred upon Customer by the provisions of California Civil Code Section 1542, which Customer understands reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, that may arise from or relate in any way to Customer's use of the Premises.

To the full extent permitted by law, Customer agrees to indemnify, defend and hold harmless the City and each City Party from and against any and all actions, claims, proceedings, damages, forfeitures, losses, costs, fees, penalties, obligations, errors, omissions or liabilities, whether actual or threatened, that may be asserted or claimed by any person, firm or entity, which in any way arise out of or relate to Customer's reckless or willful misconduct or prohibited or negligent use of the Premises.

Customer hereby grants the City the right to photograph or video-record Customer during or in connection with Customer's use of the Premises, and to use Customer's photographed or video-recorded likeness, and any image, silhouette, or reproduction of Customer or its voice or appearance taken during or in connection with Customer's use of the Premises ("Likeness"), for any purpose, including publicity and promotion of the City and its events, and creation or production of materials in any form for such purpose, with no claim of entitlement to any license fee or royalty of any kind from the City. Customer hereby waives any right to the intellectual property of its Likeness.

The obligations of and rights granted by Customer hereunder shall be binding on Customer's successors and assigns and shall not expire. If any portion of this form is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect.

### III. Insurance Requirements

Customer, at its sole cost and expense, shall secure and maintain the following policies of insurance covering Customer's use and/or occupancy of the Premises: (1) commercial general liability and property damage insurance with a limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (2) if Customer has any employees, worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Customer against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Customer in the course of its use or occupancy of the Premises.

Customer's insurance shall: (1) name the City as an additional insured; (2) contain a severability of interest clause and a provision that such policy shall be primary and non-contributing with respect to any policy carried by City and that any coverage carried by City shall be in excess of and non-contributing unless the policy limit of Customer's insurance is exceeded; and (3) be written by companies rated "A" or better in the most recent edition of Best's Insurance Guide and authorized to do business in California, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Management Director or his/her designee due to unique circumstances. The insurer shall waive all rights of subrogation and contribution it may have against the City, each City Party, and their respective insurers. A Certificate of Insurance and endorsements documenting the above insurance coverage must be supplied to the City PRIOR to Customer's use or occupancy of the Premises.

NOTE: (1) All fees and deposits are subject to change without notice. (2) Violation of any provision of this Application may result in forfeiture of fees and deposits and denial of future requests to utilize City Facilities.

By signing below, I acknowledge and represent that I have read and understand the above, and that I voluntarily agree to its terms.

Signature of Applicant/Customer: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature \_\_\_\_\_

Deposit

| EVENT                         | RESOURCE               | DEPOSIT FEE      | CHARGE   | TAX    | AMOUNT PAID | REFUNDS | BALANCE  |
|-------------------------------|------------------------|------------------|----------|--------|-------------|---------|----------|
| De' Anthony Langston-Real Run | VSP Gymnasium-Main Gym | Security Deposit | \$125.00 | \$0.00 | \$0.00      | \$0.00  | \$125.00 |

Payment Schedules

Original Balance: \$24,863.00 Current Balance: \$24,863.00

| DUE DATE    | AMOUNT DUE  | AMOUNT PAID | WITHDRAWAL ADJUSTMENT | BALANCE     |
|-------------|-------------|-------------|-----------------------|-------------|
| Jan 2, 2023 | \$5,556.00  | \$0.00      | \$0.00                | \$5,556.00  |
| Jun 2, 2023 | \$19,307.00 | \$0.00      | \$0.00                | \$19,307.00 |

X: \_\_\_\_\_

X: \_\_\_\_\_

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

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

**Corporate Yard**

Mailing Address: 18601 S Main St, Carson, CA  
90248  
Phone Number: (000) 000-0000

**DeAnthony Langston**

Customer ID: 6393  
Cell Phone Number: (310) 936-1975  
Email Address: realrun54@gmail.com